



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
1 of 191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

DAMODAR VALLEY CORPORATION (ESTABLISHED BY ACT XIV OF 1948)



TENDER DOCUMENTS

FOR

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

TENDER DOCUMENTS

NIT No.: NIT NO DVC/Tender/Head Quarter/Engineering/CMM/Works and Service/00045/Capital Dated: 25.11.2023.

(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).

“THROUGH e-TENDERING PROCESS ONLY”

NIT No.: NIT NO DVC/Tender/Head Quarter/Engineering/CMM/Works and Service/00045/Capital Dated: 25.11.2023.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
2 of 191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

TENDER DOCUMENTS FOR

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town wall

NIT No.: DVC/Tender/Head Quarter/Engineering/CMM/Works and Service/00045/Capital Dated: 25.11.2023.

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

	CONTENTS	PAGE
VOLUME - I		
Section- I	: Invitation for Bids (IFB)	04 - 11
Section -II	: Instructions to Bidders (ITB)	12 - 29
Section- III	: General Conditions of Contract (GCC) & Policy for withholding and Banning of Business Dealings	30 - 103
Section IV	: Special Conditions of Contract (SCC)	104 - 135
Section V	: Bid Forms & Procedures (BFP)	136 - 191
	1 Form of Letter of Bid 2 Bid Security - Bank Guarantee Form 3 Form of Contract Agreement 4 Security Deposit-Cum-Performance Bank Guarantee Form 5 Bank Guarantee Verification Check List & Instruction for furnishing Bank Guarantee 6 Form of Extension of Bank Guarantee 7 Proforma for Affidavit to be submitted by the Bidder 8 Format for Contractor's Performance Evaluation 9 Proforma for Notarized Power of Attorney 10 Proforma for No Relation Certificate 11 Form for Acceptance of On Line Reverse e-Auction 12 Business Rules for On Line Reverse e-Auction 13 Forms of Joint Deed of Undertaking 14 Form of Bank Guarantee for JV / Associate 15 Power of Attorney for JV 16 Power of Attorney for Associate 17 Proforma of Integrity Pact 18 DVC's Banker Details 19 Bidder's Declaration On MII Policy 20 Format for Green Building Certificate	
VOLUME - II		
Section- I	Technical Specifications	Attached Separately
Section- II	Quality Assurance Programme/Chapter	
Section- III	: Tender Drawings	
Section IV	: Schedule of Rates (B.O.Q)	
Techno-commercial Bid	: Envelope 2 (.RAR file uploaded along with Tender Document)	Online in CPPP
Price Bid	: Envelope 3 (Excel file uploaded along with Tender Document)	Online in CPPP

NIT No.: NIT NO DVC/Tender/Head Quarter/Engineering/CMM/Works and Service/00045/Capital Dated: 25.11.2023.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
3 of 191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

DAMODAR VALLEY CORPORATION

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town.

VOLUME - I

SECTION - I

INVITATION FOR BIDS (IFB)



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
4 of 191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

DETAILED INVITATION FOR BID

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

NIT No. DVC/Tender/Head Quarter/Engineering/CMM/Works and Service/00045/Capital, Dated:- 25.11.2023

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 and Soft Copy(Online) Submission:

Envelope1 Shall comprise of “**Documents in support of Cost of Bidding**” “**Documents in support of bid security (EMD)**” and “**Integrity Pact**”. Scanned copies of these documents also need to be uploaded in the Portal(<https://etenders.gov.in/eprocure/app>) in Envelope 1

Envelope2 (online): Technical Bid (Containing 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, 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 “**Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town**”.

2.0 SCOPE OF WORK:

As per the detailed scope of work under VOLUME – II TECHNICAL SPECIFICATIONS

3.0 BID SECURITY / EARNEST MONEY DEPOSIT (EMD) & COST OF TENDER DOCUMENTS:

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

Rs. 1,38,84,720/- (Rupees One Crore Thirty Eight Lakhs Eighty Four Thousand Seven Hundred Twenty) only.

➤ **COST OF TENDER DOCUMENTS:**

Rs. 35,000/- (Rupees Thirty Five Thousand only including GST). (Not refundable)

4.0 BIDDING SCHEDULE:

Tender Document downloading Date & Timing	From 25.11.2023 at 18:00 Hrs. (IST) to 26.12.2023 at 12:00 Hrs. (IST)
Last Date of Submission of Pre-Bid Queries (Online)	01.12.2023 at 18:00 Hrs. (IST)
Date & Time of pre-bid conference (Offline) physically at 3rd Floor, C&M Dept, DVC Towers, VIP Road, HQ, Kolkata-700054	08.12.2023 at 12:00 Hrs. (IST)



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
5 of 191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

Date & time of Uploading of “Envelope2: Technical Bid and Envelope3: Financial Bid” online and also the submission of “Envelope1: Hard Copy Documents” offline.	From 25.11.2023 at 18:00 Hrs. (IST) to 26.12.2023 at 12:00 Hrs. (IST)
Bid Opening Date & Time “Envelope1” offline: (Containing documents in support of cost of Tender document, Documents in support of Bid Security, and Integrity Pact) and online(scanned copies).	27.12.2023 at 12:00 Hrs.(IST)
Bid Opening Date & Time “Envelope2: Technical Bid” online as per the Terms & Conditions of NIT.	27.12.2023 at 12:30 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 and <http://itj.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 herein under:

5.01 Qualifying requirements on Technical Capability:

The bidders should have experience of completing similar works 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:

- Three similar completed works each costing not less than Rs. 55,53,88,782/- only.
- OR
- Two similar completed works each costing not less than Rs. 69,42,35,977/- only.
- OR
- One similar completed work costing not less than Rs. 111,07,77,563/- only.

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



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
6 of 191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

i. **Similar works shall mean** Construction of Multistoried (at least 4-storeyed) buildings having RCC pile foundation, RCC framed super-structure for Offices/ Commercial Complexes / Hospitals / Bank Buildings/Institutional Buildings / Academic Buildings / Residential Buildings involving the following minimum works:

1. Civil & Architectural works including finishing works,
2. Water Supply
3. Sanitary & Sewerage System
4. Firefighting System
5. Internal & External Electrical works.

Note:

- a. Stilt / Basement (s), if any, shall be considered as a storey / floor.
- b. Mummy / Machine Room slab shall not be considered as a floor.

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:

a) Net working capital **shall** 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., shall be considered.

Net Working Capital or Access to Credit facilities shall not be less than Rs. 11,57,05,996 /- only

- b) The Average annual turnover of the bidder for the best 03 financial years out of last 05 financial years shall not be less than Rs. 69,42,35,977/- only.
- c) Net worth of the bidder as on the last day of the preceding financial year from the date of NIT shall not be less than 100 % of the paid-up share capital.
- d) Companies/ Organisation under National Company Law Tribunal (NCLT)/ Companies/ Organisation under Debt Recovery Tribunal (DRT)/ Companies/ Organisation, who have



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
7 of 191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

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 Capability for all clauses of SI. No. 5.02 above:

1. Net working capital means the difference of sum of current assets and sum of current liabilities. Current assets mean a sum of cash and cash equivalent, current investment, inventories, trade receivable, short term loan and advances and other current assets. Current liabilities mean a sum of short-term borrowings, trade payables, short term provision and other current liabilities.
2. Other income shall not be considered for arriving at annual turnover.
3. Net worth means the sum total of the paid-up share capital and free reserves. Free reserve means all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.
4. Relevant audited annual accounts for preceding five (05) financial years are to be submitted in support of the financial capability.
5. 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.
6. 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 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.

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

(i) If the Bidder is a Joint Venture Company (JVC), he is also eligible to participate in the Tender, provided he meets the following criteria:

- (a) The bidder shall be an Indian joint venture, provided that eligibility criteria of individual bidder mentioned at Clause (I) & (II) along with NOTES above 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 Joint Venture (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



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
8 of 191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

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, JV's Bid will be evaluated provided all the partners of that JV are from India and JVC submit an undertaking along with the JV Agreement that they will submit the same as and when the same is registered under the Companies Act of India.

- (b) In case, bidder is a JVC and does not meet financial requirements stated at Clause (II) along with NOTES above, the financial capability of at least one of the JVC partners on whose experience the qualification is sought, shall meet the financial QR.
- (c) 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 the all the partners as per proforma of DVC enclosed with NIT.
- (d) All the partners of the Joint Venture Companies 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 above clause.
- (e) 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 NIT.
- (ii) Bidder may also take part in the bidding process with associate / collaborator,** provided he associates / collaborates with a single firm for covering any deficiency of Technical QR part of individual bidder specified at Clause (I) along with NOTES above. 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, in addition to the contract performance guarantee to be furnished by the Bidder.

6.0 Bidders shall upload all the scanned documents towards qualifying requirement along with other documents in Envelope-2 as per NIT conditions during submission of bid online for techno-



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
9 of 191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

commercial evaluation and compliance thereof. Scanned copies of following documents are also required to be uploaded in envelope-2 as per the stipulation of the NIT:

- i. **Unutilized line of credit for fund based and non-fund-based limits in case of access to credit facilities on the date of NIT from their bankers.**
- ii. **Organization Set up giving details of Manpower, Plants and Machineries.**
- iii. **Copy of GST Registration Certificate.**
- iv. **Copy of EPF and ESI Registration Certificate. In case the bidder does not possess document i.r.o. EPF Registration and ESI Registration, he has to submit an undertaking to this effect clearly stating that he shall submit the documents before commencement of contract.**
- v. **Company Registration Certificate in case of Limited / Public Limited Company /Partnership deed in case of Partnership Company / Affidavit duly notarized in case of sole proprietorship Business, as the case may be.**
- vi. **No relationship Certificate as per DVC's format.**
- vii. **Any other documents specified in tender document.**

Note for Sl. No. (6) above:

Self-attested& Notarised by Public Notary / Original documents with respect to the above are also required to be submitted, whenever requested by the owner (DVC) for verification of documents / other purpose as per stipulation of the NIT.

- 7.0** Bidder have to submit the Cost of the Tender documents (non-refundable), document of cost of EMD and Integrity Pact in Envelope-1 and should be received by DVC at the address given below during office hours, on or before the last date & time of Bid Submission/Uploading period. Scanned copies of these documents also need to be uploaded in the Portal(<https://etenders.gov.in/eprocure/app>) in Envelope 1
- 8.0** 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.
- 9.0** 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.
- 10.0** Downloading of Tender Documents by any Bidder shall not construe that such Bidder is considered to be qualified. Transfer of Tender Documents downloaded by one intending bidder to another is not permissible.
- 11.0** 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.
- 12.0** 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



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
10 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

owner, the qualification data/requested information is incomplete and/or the bidder is found not qualified to satisfactorily perform the work.

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

All bid documents are to be submitted online only and in the designated cover(s)/envelope(s) on the Government e-Procurement website. Tenders/bids shall be accepted only through online mode on the Government e-Procurement website and no manual submission of the same shall be entertained. Late tenders will not be accepted.

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

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



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
11 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

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

(i) Mr. Sk Nawajesh Rahman , e-mail:rnawajesh@gmail.com (Mob. No. 9831683690).

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

Bidders are advised to go through "Bidder Manual Kit", "System Settings" & "FAQ"links available on the login page of the e-Tender portal for guidelines, procedures &system requirements. In case of any technical difficulty, Bidders may contact the helpdesk numbers & email ids mentioned at the e-tender portal.

14.0 Bids received by DVC after last date & time of Bid Submission/Uploading period will not be considered at all and DVC authorities will not take any responsibility to accept the same.

15.0 Tenders (**Envelope1: Hard Copy Documents**) shall be dropped **in the Tender Box at 3rd Floor of DVC Tower, Main Gate or may be sent through Courier / Speed Post**. Name of the Tender and NIT No & Date shall be clearly written on the Envelope1. Tenders (Envelope1) shall be addressed to the Chief Engineer, C&M, DVC shall not be responsible in any way for any delay in postal services.

The names and designation along with e-mail address of two officers specially assigned by Chief Engineer, C & M, DVC Towers, for receiving (i) online pre-bid queries, (ii) future correspondence and also (iii) the hard copies (offline) of the supporting documents as asked in the NIT, are mentioned below:

- i. Sri Chandan Roy Basunia, DGM (E), C&M, DVC, Kolkata, email: chandan.basunia@dvc.gov.in, Mobile no.-9123404601.
- ii. Shri Aurobindu Maji, Manager (C&I), C&M Deptt., DVC Towers, Kolkata e-mail: aurobindu.maji@dvc.gov.in, Mobile no.-7979870014

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

16.0 Address for communication:

The Chief Engineer,
C&M Department, 3rd Floor,
Damodar Valley Corporation,
DVC Towers, VIP Road, Kolkata,
West Bengal, Pin: 700054, India,
Fax No: 0091-33 – 2355 6042.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

**Page
12 of
191**

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

VOLUME – I

SECTION - II

INSTRUCTIONS TO BIDDERS (ITB)



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
13 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

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 physically at 3rd Floor, C&M Dept, DVC Towers, VIP Road, HQ, Kolkata-700054 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



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
14 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

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.

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) and Soft Copy(Online) Submission:** Envelope1 Shall comprise of **"Documents in support of Cost of Bidding"** **"Documents in support of bid security (EMD)"** and **"Integrity Pact"**. Scanned copies of these documents also need to be



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
15 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

uploaded in the Portal(<https://etenders.gov.in/eprocure/app>) in Envelope 1

- (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 & 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.

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 Envelope2, 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 and 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 Envelope2 & Letter of Bid of any bidder’s submitted bid, then his bid may be rejected out rightly by the Employer(DVC).

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

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



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
16 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

- (a) Bidder shall have to quote their price in “percentage above” or “percentage below” or “at par” with DVC’s total estimated cost in the PRICE BID SCHEDULE (in excel format) only excluding GST.
- (b) In case of “percentage above” or “percentage below” the quoted percentage will be loaded on the individual estimated rates for each of the works. In case “at par” the rates of the bidder shall be considered to be equal to the estimated rates as mentioned in the **Schedule of rates BOQ (Volume-II)**.

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.

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



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
17 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

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 Schedule i.e. BOQ sheet. 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, if any.

GST shall be reimbursed/ paid extra at actual as per prevailing rate against submission of documentary evidence. GST % should be mentioned in the bid and in the BOQ also.

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 **PRICE BASIS**

The Contract Price shall be guided by **sl.no. 47 of Vol.I, Sec-IV** - Special Conditions of Contract.

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

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

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, and soft copy of Envelope 1 online 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



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
18 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

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” 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: Technical Bid**” (with scanned 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) online only for those Bidders who's Documents in Envelope1 are generally in order.

After evaluation of “**Envelope2: Technical 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**”.

8.3 PRICE BID EVALUATION

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

a) INITIAL PRICE BID EVALUATION

The rates quoted shall be inclusive of all duties, levies, royalty, cess etc. but only excluding GST. **Price evaluation will be done on summery wise basis excluding GST. Ranking shall be done on lowest quoted price excluding 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 **the job of Construction of a B+G+VIII Storeyed**



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
19 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town.

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 **0.5%** of "Opening Price" i.e. the base price/ start price.
- 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.**

a) FINAL PRICE BID EVALUATION AND EMPANELMENT



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
20 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

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 of IFB 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: Technical 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 On Line 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.

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."**



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
21 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

(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. a bank guarantee from an Indian Nationalized Bank / Schedule Bank / Foreign Bank (in the scheduled list of Reserve Bank of India), irrevocable and operative till the validity of the offer as per enclosed Proforma. , or,
- ii. DVC bonds duly endorsed in favour of DVC, or,
- iii. Post office National Savings Certificate having face value equal to EMD value and duly endorse by the issuing authority in favour of DVC, or,
- iv. Attested photocopy of certificate issued by DVC as permanent EMD account holder, or,
- v. Pay-order/demand draft in favour of DVC.

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 shall remain for a period of 45(forty-five) days beyond the final bid validity period. The bidder shall furnish, as part of its bid, original bid security documents in Envelope1 of the amount and currency as stipulated.

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 30 days after the finalisation of tender and no interest will be paid for the same..

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 The bid security may be forfeited without any notice or proof of damage to the Owner, etc. in the following circumstances:



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
22 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

- a) For failure of tenderers to accept the order / LOI / LOA placed within the validity period of their offer,
- b) Any bidder withdraws/varies his offer within the bid validity period before finalisation of the tender.
- c) If the bidder does not accept the arithmetical correction of its bid price.
- d) For failure to submit security cum performance BG within 30 days of the date of issuance of LOA/ PO/ Work Order.
- e) If the acceptance of order is not received within the stipulated period.
- f) If the Bidder does not withdraw any deviation listed in Statement of Deviations at the cost of withdrawal indicated by him,
- g) 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,
- h) On providing false or incorrect information in respect of qualifying requirement etc.
- i) 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 empanel successful Bidders whose bids have been determined to be substantially responsive and to be the lowest evaluated bid, further provided that the Bidders are determined to be qualified to perform the contract satisfactorily.

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

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 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, DVC will notify the successful Bidder in writing by issuing LOA / PO for any Supply Contract and LOA/ Work Order for any project / works / services/PMC/AMC/ARC, etc through email followed by hard copy handing over by suitable full proof method, that its Bid has been accepted. The said LOA/PO/Work Order will constitute the formation of the contract and 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 thereunder shall be made in Rupees.

The details of award of contract and name of the successful tenderer should be mentioned mandatorily on the CPPP and also in the DVC website(www.dvc.gov.in).



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
23 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

On receipt of such LOA/PO/Work Order/LOA-cum-Work Order, the successful Bidder has to accept the same within 10 days from such issuance date.

15.0 SIGNING THE CONTRACT AGREEMENT:

Contract agreement shall be executed after receipt and verification of the requisite performance security (wherever applicable). The said agreement will be duly signed by the authorised representative of DVC (TIA/ Signing authority as per DFP) 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 draft agreement (wherever applicable) to the Supplier for finalization of the Contract Agreement in Non-judicial stamp paper for signature, incorporating all agreements between the parties for execution.

The Supplier/Contractor/ Service Provider/Consultant should acknowledge and unconditionally accept and return the Contract Agreement in Non-judicial stamp paper within 14 days from the date of issue of LOA/PO/Work Order in case of OTE and 28 days in case of GTE. Such acknowledgements may not be required in low value contracts, below Rupees two and a half Lakh or when the bidders offer has been accepted in entirety, without any modifications. Both the parties will sign & date the Contract agreement after receipt and verification of the requisite performance security (wherever applicable). 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 in case of OTE and 45 days from the date of issue of LOA/PO/Work Order in case of GTE, 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 PERFORMANCE SECURITY (SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE):

16.1. Within Twenty one (21) 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 5% 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 addition to Performance Security (5%), another 5% of each running bill (periodic/ interim payment) is to be withheld as Security Deposit/ retention money until final acceptance.

The contractor may, at his option, replace the retention amount with an unconditional BG from a bank acceptable to the Procuring Entity at the following stages:

- i) After the amount reaches half the value of the limit of retention money; and
- ii) After the amount reaches the maximum limit of retention money. One-half of the retention money (or BG, which replaced retention money) shall be released on the issue of the



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
24 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

takingover certificate; if the Taking Over Certificates (TOCs) are issued in parts, then in such proportions as the engineer (EIC) may determine, having regard to the value of such part or section. The other half of the retention money (or BG, which replaced the retention money) shall be released upon expiration of 365 days after the DLP of the works or final payment, whichever is earlier, on certification by the engineer (EIC).

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.

16.2. Other terms & condition of SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE as notwithstanding in tender document shall be as per Clause No. 14 of GENERAL CONDITIONS OF CONTRACT (GCC) and Policy for withholding and Banning of Business Dealings of this NIT.

17.0 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 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.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
25 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

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.

18.0 LIQUIDATED DAMAGES FOR DELAY IN DELIVERY /COMPLETION OF WORKS

The time remains the essence of any contract/ purchase order awarded by DVC and all supply under a Purchase Order/ all deliverable under a Work Order needs to be completed within the stipulated time schedule.

The Contractor shall commence work on the Facilities from the date of Notification of Award. The Contractor shall thereafter proceed with the Facilities in accordance with the time schedule specified in Time Schedule to the Contract Agreement.

Therefore, the provision has been kept in the contract that in case of delay in completion/delivery, for the reasons attributable to the contractor/ vendor/service Provider, DVC reserves the right to recover from the contractor/vendor/service provider as per the following method:-

(i) For procurement of Works/services: A sum equivalent to 0.5% of the value of the total contract value of the order for each week of delay and part thereof subject to maximum of 5% of the total value of the order as Liquidated Damage (LD). However, in case of delay in completion of the contract for repair works costing up to Rs. Ten lakh, liquidated damages of 1% of the contract value per week of delay subject to a maximum of 5% of contract value should be levied.

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

19.0 RISK PURCHASE CLAUSE:

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

i) After the expiry of the specified date of delivery/ completion period, a notice should be given to the vendor for delivering the material/ completion the work immediately.

ii) If the Contractor/Vendor fails to deliver the material/ complete the work, a final risk and cost notice is to be served to the vendor by registered post with A/D/speed post/ email, clearly indicating that if he fails to deliver the materials/ complete the work within specified period as per condition of contract after receipt of the letter/email, the same shall be outsourced/executed from other sources at the risk and cost of the vendor/Contractor. Such letter is to be issued with approval of TAA (Tender Acceptance Authority). However, in case TAA is DVC Board or Chairman, approval of concerned member shall follow by concurrence of Member Finance shall be obtained.

iii) The existing order has to be closed and action to be initiated for procurement / completion of



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
26 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

work & services of the balance items/ portion. While taking such action the defaulting Vendor/Contractor should not be given an opportunity against fresh tender/enquiry.

iv) If it is found that price has come on the higher side then the difference between the original price and the new price will be recovered from the Vendor/Contractor.

v) For the purpose of recovery of the amount, unpaid amount / security deposit/ SD by way of BG, provided by the vendor/contractor will be adjusted first, if there is any balance left to be recovered, the Vendor/Contractor should be informed to deposit the money at the earliest.

vi) If he fails to deposit the balance amount no further enquiry will be given as per banning procedure.

vii) In case the amount is considerable, legal action may be considered by TAA (Tender Acceptance Authority). However, in case TAA is DVC Board or Chairman, approval of concerned member shall follow by concurrence of Member Finance shall be obtained.

viii) Alternatively, the Purchaser/ Owner may short close the Order stating the reason for not resorting to risk purchase clause in case of exigency with the approval of TAA (Tender Acceptance Authority). However, in case TAA is DVC Board or Chairman, approval of concerned member shall follow by concurrence of Member Finance shall be obtained.

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

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

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



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
27 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

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.

22.0 Vendor Bill Tracking System:

The Vendor Bill Tracking system is active & available at <https://application.dvc.gov.in/Vendor/> (under PROCEREMENT tab of DVC homepage <https://www.dvc.gov.in/>).

The Vendors on award of contract need to register themselves & submit their contract related bills online. After submission of the bill, a cover letter containing unique bill ID shall be generated which must be submitted to DVC along with other payment related documents in hardcopy.

ANNEXURE-1

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

1. Abu Dhabi Commercial Bank Ltd.
2. American Express Bank Ltd.
3. Arab Bangladesh Bank Limited
4. Allahabad Bank
5. Andhra Bank
6. Antwerp Diamond Bank N.V.
7. Axis Bank Ltd.
8. Bank Internasional Indonesia
9. Bank of America N.A.
10. Bank of Bahrain & Kuwait BSC
11. Barclays Bank Plc
12. BNP PARIBAS
13. Bank of Ceylon
14. Bharat Overseas Bank Ltd.
15. Bank of Baroda
16. Bank of India
17. Bank of Maharashtra
18. Canara Bank
19. Central Bank of India
20. Calyon Bank
21. Citibank N.A.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
28 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

22. Cho Hung Bank
23. Chinatrust Commercial Bank Ltd.
24. Centurion Bank of Punjab Limited
25. City Union Bank Ltd.
26. Coastal Local Area Bank Ltd.
27. Corporation Bank
28. Catholic Syrian Bank Ltd.
29. Deutsche Bank AG
30. Development Credit Bank Ltd.
31. Dena Bank
32. IndusInd Bank Limited
33. ICICI Bank
34. IDBI Bank Limited
35. Indian Bank
36. Indian Overseas Bank
37. Industrial Development Bank of India
38. ING Vysya Bank
39. J P Morgan Chase Bank, National Association
40. Krung Thai Bank Public Company Limited
41. Kotak Mahindra Bank Limited
42. Karnataka Bank
43. Karur Vysya Bank Limited.
44. Lord Krishna Bank Ltd.
45. Mashreqbankpsc
46. Mizuho Corporate Bank Ltd.
47. Oman International Bank S A O G
48. Oriental Bank of Commerce
49. Punjab & Sind Bank
50. Punjab National Bank
51. SocieteGenerale
52. Sonali Bank
53. Standard Chartered Bank
54. State Bank of Mauritius Ltd.
55. SBI Commercial and International Bank Ltd.
56. State Bank of Bikaner and Jaipur
57. State Bank of Hyderabad
58. State Bank of India
59. State Bank of Indore
60. State Bank of Mysore
61. State Bank of Patiala
62. State Bank of Saurashtra
63. State Bank of Travancore
64. Syndicate Bank
65. The Bank of Nova Scotia
66. The Bank of Tokyo-Mitsubishi, Ltd.
67. The Development Bank of Singapore Ltd. (DBS Bank Ltd.)
68. The Hongkong & Shanghai Banking Corporation Ltd.
69. Tamilnad Mercantile Bank Ltd.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
29 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

70. The Bank of Rajasthan Limited
71. The Dhanalakshmi Bank Limited.
72. The Federal Bank Ltd.
73. The HDFC Bank Ltd.
74. The Jammu & Kashmir Bank Ltd.
75. The Nainital Bank Ltd.
76. The Sangli Bank Ltd.
77. The South Indian Bank Ltd.
78. The Ratnakar Bank Ltd.
79. The Royal Bank of Scotland N.V.
80. The Lakshmi Vilas Bank Ltd
81. UCO Bank
82. Union Bank of India
83. United Bank Of India
84. Vijaya Bank
85. Yes Bank



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
30 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

VOLUME - I

SECTION - III

GENERAL CONDITIONS OF CONTRACT (GCC)

and

Policy for withholding and Banning of Business Dealings



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
31 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

1. DEFINITION:

The following terms and expressions used herein shall have the meaning as indicated therein:

Purchase Order/The Contract: Shall mean the documents forming the tenders and acceptance thereof together with the documents referred to therein including the conditions, specifications/Scope of Work, designs, drawings and instructions issued from time to time by the Purchaser/ Owner and all these documents taken together shall be deemed to form one contract.

Applicable Law : This contract including all matters connected with this Contract shall be governed and construed in accordance with the Indian Law both substantive and procedural and shall be subject to the exclusive jurisdiction of Indian courts at Kolkata {South 24- Parganas, New Alipore Court(India)}.

Contract Price: It means the total price to be paid for the supply of materials/goods/services to the consignee.

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

Purchaser/Owner: Shall mean Damodar Valley Corporation, a statutory body established under Act No. XIV of 1948 of GOI having its Corporate Office at DVC Towers, VIP Road, Kolkata –700 054.

Party: It means the owner or the bidder, as the case may be, and 'Parties' means both of them.

Sub-Vendor/Sub Contractor : Shall mean the person/organization/firm named in the Purchase Order/Contract for any part of the material/works to whom that part of the Purchase Order/Contract has been sublet by the vendor with the consent in writing of the 'Owner' and will include the legal representatives, successors and permitted assigns of such person.

Equipment/Stores/Materials: Shall mean and include equipment, stores & materials to be supplied by the vendor under the contract.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
32 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

Specification/Scope of Work : Shall mean the Specifications and Bidding documents forming a part of the contract and also such other schedules and drawings furnished by purchaser/owner and or as may be mutually agreed upon.

Guarantee/Warranty Period: Shall mean the period during which the vendor shall remain liable to repair or replacement of any defective part of the Stores/Equipment/Materials supplied/works executed under the contract.

Any other definition of any term/item etc. can be added under the head definition as per suitability of package and the same is to be decided by TIA.

2. REFERENCE:

The number of the concerned Purchase Order/Work Order/LOA/LOI/LOI-cum-Work Order must appear on all correspondence, drawings, invoices, packing and shipping documents and on all documents or papers connected with the Contract.

3. SPECIFICATIONS AND DRAWINGS:

3.1 Any information, details etc. called for in the specification and not shown in the drawings and vice-versa shall have the same effect and meaning as if called for and shown both in the specification and drawings. In case of conflict between the specifications and drawings, the decision of the Purchaser/owner or his duly authorized representative shall be final and binding.

3.2 STANDARDS:

The goods/materials supplied under this contract shall conform to the standards mentioned in the Technical Specification, and, when no applicable standard is mentioned, the authoritative standard appropriate to the goods/materials issued by the concerned institution and such standard shall be the latest.

4. CONDITIONS FOR FORFEITURE OF EMD:

The EMD may be forfeited

1 For failure of tenderers to accept the order / LOI / LOA placed within the validity period of their offer,



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
33 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

2. Any bidder withdraws/varies his offer within the bid validity period before finalisation of the tender.
3. If the bidder does not accept the arithmetical correction of its bid price.
4. For failure to submit security cum performance BG within 30 days of the date of issuance of LOA/ PO/ Work Order.
5. If the acceptance of order is not received within the stipulated period.
6. If the Bidder does not withdraw any deviation listed in Statement of Deviations at the cost of withdrawal indicated by him,
7. 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,
8. On providing false or incorrect information in respect of qualifying requirement etc.
9. 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.

5. DISCREPANCIES IN THE BID &TREATMENT THEREOF:

The bids shall also be checked for computational error, if any, to arrive at the computed price, as per provisions in the following:

- In case of discrepancy between the original and copies of bid, the original bid will be considered correct.
- If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity of any item, or between sub-total and the total price, the unit or sub-total price shall prevail, and the total price shall be corrected accordingly.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
34 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

- If there is a discrepancy between words and figures, the amount in words will prevail.
- If there is a discrepancy between the quantity specified by DVC in the bidding document and that indicated by the bidder in his bid, the former shall be taken to arrive at the computed price on pro-rata basis.
- In case the unit rate of an item is not quoted but the total price is indicated, the same shall be taken to arrive at the computed price. The computed price arrived at, as above, shall be considered for the purpose of award also.
- If the bidder does not accept the correction of errors as worked out by above methodology, its bid will be rejected and the earnest money will be forfeited.

6. COST COMPENSATIONS FOR DEVIATIONS:

(i) Deviations specifically declared by the bidders in the respective **Deviation Schedules of as per Annexure C** (to be submitted along with techno-commercial offer) and respective **cost of withdrawal of such deviation as per Annexure D** (to be submitted along with the price bid) only will be taken into account for the purpose of evaluation. The bidders are required to declare the prices for the withdrawal of the deviations declared by them in the Deviation Schedules. Such prices declared by the bidders for the withdrawal of the deviations in the Deviation Schedules shall be added to the bid price to compensate for these deviations. In case prices for the withdrawal for declared deviations are not furnished by the bidder, their offer will be considered as unresponsive and will be rejected. In case the bidder refuses to withdraw the deviations at the cost of withdrawal indicated by the bidder in the Deviation Schedules, the bid Security / EMD of the bidder may be forfeited.

Bidders may note that deviations, variations and additional conditions etc. found elsewhere in the bid other than those stated in the Deviation Schedules, save those pertaining to any rebates, shall not be given effect to in evaluation and it will be assumed that the bidder complies to all the conditions of Bidding Documents. In case bidder refuses to withdraw, without any cost to the Owner, those deviations which the bidder did not state in the Deviation Schedules, the bid security of the bidder may be forfeited and the bid is liable for rejection.

Bidders are requested to quote the technical parameters/ guaranteed technical particulars of the quoted item as per specification sheet/booklet enclosed with the bid document.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
35 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

(ii) Bidders are requested to offer their commercial terms and conditions as per Annexure-A attached herewith.

(iii) Manufacturers are requested to offer their pricing as per Annexure - B attached herewith.

7. INSPECTION / CHECKING / TESTING:

All materials/equipments manufactured/supplied by the vendor against the Purchase Order/contract shall be subject to inspection, check and/or test by the Purchaser or his authorised representative. All these tests shall be carried out in the presence of Owner and/or his authorized representative. Vendor shall notify the Purchaser at least 15 days in advance when the material / equipment is ready for inspection. If upon delivery, the material / equipment does not meet the specifications / samples, the material / equipment / spares shall be rejected and vendor to be intimated for necessary repairs / modification etc. or for replacement. In such cases all expenses including to-and-fro freight, repacking charges etc., if required, shall be to the account of the vendor.

Inspection by Purchaser and / or his authorized representative or failure by the Purchaser and/or his authorized representative to inspect the material / equipment shall neither relieve the Vendor of any responsibility or liability under this Purchase Order / contract in respect of such material / equipment nor be interpreted in any way to imply acceptance thereof by the Owner.

Whenever specifically asked for by the Owner/Purchaser and/or his authorized representative, the Vendor shall arrange for inspection/testing by the Owner or third party authorised agencies as stipulated in the Purchase Order / contract. In such cases Vendor shall adhere to the inspection / testing procedure laid down by such agencies. All expenses including inspection fees shall be to the Purchaser account unless agreed to the contrary and specified in the Purchase Order/contract.

8. ACCESS TO VENDOR'S PREMISES:

The Owner and/or his authorized representative shall be provided access to Vendor's and/or his sub-vendor's premises at any time during the pendency of the Order/contract for expediting inspection, checking etc. of work.

9. TRANSIT INSURANCE & REMOVAL OF REJECTED GOODS AND REPLACEMENT:

The items to be supplied have to be covered by Insurance during transit from vendor's works / site / go-down up to the consignee's respective project/formation/ store. It is mandatory to avail



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
36 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

DVC's Open Insurance Policy for all concerned for all O&M Projects and all other installations.

In Turnkey Project Contracts, the bidders have to supply materials / equipment from the vendors approved by DVC (which may also include the bidder as manufacturer of the product), which is normally firmed up after placement of order. The quoted freight & insurance charges for this purpose are, therefore, irrespective of the vendors and geographical locations of their works. The bidder is, therefore, entitled to the fixed freight & insurance charges and no documentary evidence in support of the claim may be insisted upon and hence Mega Risk Policy would not be applicable for them.

- 9.1** If upon delivery to consignee's go-down, whether inspected and approved earlier or otherwise, the material / equipment is not found in conformity with the specifications, the same shall be rejected by the Purchaser or his duly authorized representative and notification to this effect will be issued to the Vendor normally within 30 days from the date of Receipt of the material at the Works / Site / consignee's end.

The Vendor on receipt of notification shall arrange removal of the rejected items within 15 days from the date of notification at his own cost. In the event the Vendor fails to lift the materials within the said 15 days, the consignee or his authorised representatives without any further notice or information to the vendor, shall be at liberty to dispose of such rejected items in any manner as he may think fit. All expenses shall be recoverable from the Vendor.

- 9.2** In the event, the equipment and materials or any portion thereof are damaged or lost during transit, the consignee or his authorised representatives shall give notice to the Supplier/vendor detailing the particulars of such equipment & materials damaged or lost during transit. The replacement of such equipment and materials to be effected by the supplier / vendor free of costs including handling and transportation charges up to site, within a reasonable time.

10. TERMS OF PAYMENT (Only relevant payment term applicable as per type of package/tender should be included in the tender/bid document)

For purchase order involving supply only, payment terms will be as below:

100% payment along with full taxes & duties will normally be made by the purchaser/Owner to the Vendor through A/C Payee Cheque /RTGS within 15 working days from the date of receipt of material at site and after inspection & acceptance thereof or from date of receipt of invoice whichever is later. The consignee would arrange for inspection of the supplied items.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
37 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

All documents relating to payment would be checked and verified and to be passed by the concerned Accounts Office before effecting payment, with reference to the P.O./ LOI /LOA.

However, payment terms for P.O.s placed directly on manufacturer /authorised dealer may also be done as below:

90% of the ordered value to be paid against despatch documents through bank subject to prior acceptance of SDBG, if applicable. Balance 10% of the ordered value to be paid after receipt of materials at site and acceptance thereof.

Provision of part payment against part supply of consignment at consignee's end may be incorporated in Purchase order on the merit of the case (only if the part consignment can be used independently), provided necessary stipulation is made in the bid document.

The payment terms for any works/service contract may be regulated as below:

90% of contract price for works/service contract against RA bills. This also includes initial advance, if any. Remaining 10% after completion of the contract.

The payment terms for supply and erection & commissioning for any Turnkey contracts/packages may be regulated as follows:

1) Supply portion only:

70% of the Ex-works price /ordered value of supply (of bought out items also) with full taxes and duties as applicable after adjustment of advance, if any, will be paid against proof of despatch (viz. R/R, L/R) , detailed invoice / packing list, warranty certificate, test certificate ,insurance policy / certificate, dispatch clearance .

20%of the Ex-works price / ordered value of supply (in case of bought out items also) after receipt of the materials and inspection and acceptance at site. Remaining 10% after complete erection and commissioning & testing and handing over.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
38 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

However, for spares, balance 30% shall be paid after receipt of materials and inspection & acceptance at site.

2) Erection & Commissioning:

90% of contract price for Erection & commissioning against RA bills. This also includes initial advance, if any. Remaining 10% after complete erection and commissioning & testing and handing over.

3) Payment terms in respect of imports will be regulated as below:

100% FOB price less Indian Agency Commission in Rs, if any, shall be paid against presentation of shipping documents as called for in the purchase order through irrevocable LC. The Indian Agency Commission in Rs, if any, shall be paid within 30 days of receipt of material at the consignee end.

11. ADDITIONS / ALTERATIONS / MODIFICATIONS:

The Owner reserves the right to make additions/reduction/ alterations/ modifications to the quantity of the items in the Purchase Order. The Vendor shall supply such quantities also at the same rate as originally agreed to and incorporated in the Purchase Order. If, however, the additional supply is at variance with design, size and specifications and not already covered by the Purchase Order or the amendments therein, the rates for such additional supply shall be negotiated and mutually agreed upon.

12. DELIVERY SCHEDULE / COMPLETION PERIOD:

Time is the essence of this contract and normally no variation shall be permitted in the completion time/delivery schedule mentioned in the Order/contract unless an amendment in this regard is issued by DVC. Time extension may be issued on specific request/reason provided such request is communicated to the Order Issuing Authority before the expiry of the stipulated delivery schedule/completion period. Date of delivery of materials/goods is to be reckoned as the date of receipt of same by the consignee.

13. LIQUIDATED DAMAGES FOR DELAY IN DELIVERY /COMPLETION OF WORKS:

13.1 The time remains the essence of any contract/ purchase order awarded by DVC and all supply under a Purchase Order/all deliverables under a Work Order needs to be completed within the stipulated time schedule.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
39 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

The Contractor shall commence work on the Facilities from the date of Notification of Award. The Contractor shall thereafter proceed with the Facilities in accordance with the time schedule specified in Time Schedule to the Contract Agreement.

Therefore, the provision has been kept in the contract that in case of delay in completion/delivery, for the reasons attributable to the contractor/ vendor, owner reserves the right to recover from the contractor/vendor, a sum equivalent to 0.5% of the value of the delayed materials / equipment / spares / work for each week of delay and part thereof subject to maximum of 5% of the total value of the order as Liquidated Damage (LD).

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

13.2 Alternatively, the Purchaser reserves the right to purchase / outsource the material / spares / equipment / works / service from elsewhere at the sole risk and cost of the Vendor and recover all such extra cost incurred by the Purchaser in procuring the material/ works/service by the above procedure.

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

13.4 In the event of recourse to alternative 13.2 and 13.3 above, the Purchaser will have the right to re-purchase/ outsource the stores/works & service, to meet urgency in requirement caused by Vendor's failure to comply with the schedule of delivery/ completion of the work, irrespective of the fact whether the materials/equipment/works/service are similar or not.

14. SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE:

To ensure due performance of the contract, the Supplier/Contractor/ Service Provider receiving the LOA/PO/Work Order is required to furnish the required performance security, if it is part of tender conditions, in the prescribed form by the specified date as mentioned in the Tender.

Performance security should be for an amount of five (5) to ten (10) per cent of the value of the



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
40 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

contract as specified in the tender documents.

In case of a JV, the performance security shall be provided by all partners in proportion to their participation in the project.

Submission of Performance Security is not necessary for a contract value up to Rupees 1 (one) lakh.

Performance security may be furnished 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.

The earnest money / EMD, wherever applicable, instead of being released may form part of the security deposit.

Performance Security is to be furnished by a specified date ["generally 21 days after issuance of LOA for Works Contract" or "generally 14 days after issuance of PO/LOA for Goods/Services Contract"] 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.

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

In exceptional cases, where in place of a Bid security, DVC asked the Bidders to sign a Bid securing declaration accepting that if they are awarded the contract and they fail to submit the performance security within 30 days of the date of issuance of LOA/PO/Work Order as defined in the tender documents, they will be suspended for the period of time specified in the tender documents (maximum up to 2 years) from being eligible to submit Bids/ Proposals for contracts with DVC. The Contract shall be short closed and retendered.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
41 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

Performance Security should be refunded to the contractor without interest, after he duly performs and completes all obligations under the contract but not later than a specified date ["365 days for Works Contract" or "60 days for Goods/Services Contract"] of completion of the Defect Liability Period (DLP) / warranty period, as applicable.

Proper procedures for safe custody, monitoring and return of bank guarantees and other instruments may be followed. Before making a final payment or before releasing the performance bank guarantee, a 'No Claim Certificate' may be insisted upon from the supplier to prevent future claims. Whenever a bank guarantee is released following due procedure and safeguards, acknowledgement thereof should also be taken from the contractor. Return of Performance Securities should be monitored by the senior officers and delays should be avoided. If feasible, the details of these securities may be listed in the e-Procurement Portal, so as to make the process transparent and visible.

The performance security will be forfeited and credited to DVC's account in the event of a breach of contract by the contractor /Supplier/Service provider.

In case of GTE tenders, the performance security should be in the same currency as the contract and must conform to Uniform Rules for Demand Guarantees (URDG 758) —an international convention regulating international securities.

On account of the COVID-19 pandemic, that caused slowdown in economy, it is decided to reduce Performance Security from existing five to ten percent to three (3) percent of the value of the contract for all existing contracts till 31.03.2023. However, the benefit of the reduced

Performance Security will not be given in the contracts under dispute wherein arbitration/ court proceedings have been already started or are contemplated. All tenders/ contracts issued/ concluded till 31.03.2023 should also have the provision of reduced Performance Security. In all contracts, where Performance Security has been reduced to three percent, the reduced percentage shall continue for the entire duration of the contract and there should be no subsequent increase of Performance Security even beyond 31.03.2023. Similarly, in all contracts entered into with the reduced percentage of Performance Security of three percent, there will be no subsequent increase in Performance Security even beyond 31.03.2023. Where, there is compelling circumstances to ask for Performance Security in excess of three percent as stipulated

above, the same should be done only with the approval of the next higher authority to the Tender



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
42 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

accepting authority (TAA) for the particular tender. Specific reasons justifying the exception shall be recorded.

Note for Procurement of Works:

In addition to Performance Security (usually 5%), a percentage (usually 5%) of each running bill (periodic/ interim payment) to be withheld as Security Deposit/ retention money until final acceptance.

The contractor may, at his option, replace the retention amount with an unconditional BG from a bank acceptable to the Procuring Entity at the following stages:

- i) After the amount reaches half the value of the limit of retention money; and
- ii) After the amount reaches the maximum limit of retention money. One-half of the retention money (or BG, which replaced retention money) shall be released on the issue of the taking-over certificate; if the Taking Over Certificates (TOCs) are issued in parts, then in such proportions as the engineer may determine, having regard to the value of such part or section. The other half of the retention money (or BG, which replaced the retention money) shall be released upon expiration of 365 days after the DLP of the works or final payment, whichever is earlier, on certification by the engineer. In the event of different defect liability periods being applicable to different sections or parts, the expiration of defect liability period shall be the latest of such periods.

Note for procurement of Goods:

Depending on the anticipated overall drawal against a rate contract and, also, anticipated number of parallel rate contracts to be issued for an item, Department shall consider obtaining Performance Security @ 5% of the value of supply order in the supply orders issued against rate contracts on the rate contract holder.

Note for procurement of Consultancy & Other Services:

If the Service Provider fail to submit a performance security before the deadline defined in the Tender document, they will be suspended for the period of time specified in the Tender document (maximum up to 2 years) from being eligible to submit Bids/Proposals for contracts with DVC.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
43 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

15. PATENT RIGHTS:

Royalties and fees for patents covering materials/equipment/ spares or processes used in executing the work shall be to the account of the Vendor. The Vendor shall satisfy all demands that may be made at any time for such royalties and fees and he alone shall be liable for damages, infringement and shall keep the Purchaser indemnified in that regard in the event of any equipment / spares / material or part thereof supplied by the Vendor is involved any suit or other proceedings held to constitute infringement and its use is enjoyed, the Vendor shall, at his own expenses, either procure for the Purchaser the right to continue the use of such equipment/spares/material replace it with a non-infringing material / spares / equipment or modify it so it become non-infringing.

16. FORCE MAJEURE:

Vendor shall not be considered in default if delay in delivery occurs due to causes beyond his control such as acts of God, natural calamities, civil wars, fire, strike, frost, floods, riot and acts of unsurpassed power. Only those causes which have duration of more than seven (7) days shall be considered cause of force / calendar majeure. A notification to this effect duly certified by the statutory authorities shall be given by the Vendor to the Owner within 10 days from the date of such Force Majeure condition by registered letter. In the event of delay due to such causes, the delivery schedule will be extended for a length of time equal to the period of force majeure or at the option of the Owner the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of the Owner. In the event of such cancellation, the Vendor shall refund any amount advanced or paid to the Vendor by the Purchaser and deliver back any materials issued to him by the Purchaser and release facilities, if any, provided by the Purchaser. However, applicability of Force Majeure Clause in respect to a particular contract in the above backdrop is to be decided by Tender Accepting Authority.

17. TERMINATION:

Clause no 24 of optional terms & conditions of contract is to be followed.

18. OWNER SUPPLIED MATERIALS (OSM):

In turnkey contracts/Work contracts, there are occasions where DVC supply some of the



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
44 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

materials/equipment to the contractor free of cost or with cost, for erection. The contractor shall arrange proper storing and insure against all risks for such OSM. The contractor shall furnish indemnity bond for the total value of OSM.

19. RECOVERY OF EXCESS CONSUMPTION:

Rate of recovery (for excess consumption of OSM exceeding allowable wastage) for OSM may be determined on the basis of latest PO with storage charge (wherever incurred) / 15% service charge and price variation, wherever applicable (only positive variation to be considered without any ceiling) as on date of commissioning of OSM after erection.

The contractor may be allowed to replenish the excess consumed materials from the sources approved by DVC. However, if the OSM has to be issued through additional procurement on demand of the contractor because of excess consumption of his/their part, replacement of such additional quantity may not be allowed at the discretion of DVC and

the same will be recovered as per procedure described above. In case penal recovery is considered to be expedient in respect of any critical equipment, the same shall be provided in the contract/bid document only after obtaining approval of HOD/Director.

In case of issuance of any Tools and Plants, the contractor should return the same in as received condition.

For civil item the recovery of excess consumption of material may be adopted as per prevalent CPWD Specification/Norms.

20. CHANGES IN CONSTITUTION OF BUSINESS:

In the event of change in constitution of business of the contractor after issuance of contract due to merger/acquisition/any other reasons, the newly formed entity shall be equally held responsible to fulfil the contractual obligation. This is notwithstanding anything contained in NIT or subsequent LOI / LOA / GCC or any other document issued or provisions contained in any other Rules / Acts / Legislation.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
45 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

21. WAIVER:

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

22. COMPLIANCE OF REGULATIONS:

The Vendor shall warrant that all Goods and/or services covered by this Purchase Order/ contract shall have been produced, sold, dispatched, delivered, tested and commissioned in strict compliance with all applicable laws, regulations including industries (Development & Regulations) Act, 1951 & Industrial Dispute Act, 1947 and any amendments there under, labour agreements, Safety rules and PF compliance, working conditions and technical codes and requirement as applicable from time to time.

All laws, rules and regulations required to be followed in execution of the order / contract, must be complied with. The Vendor should execute and deliver such documents as may be needed by the Purchaser/ owner in evidence of compliance. Any liability arising out of contravention of any of the laws on executing this order shall be the sole responsibility of the Vendor and the Owner shall not be responsible in any manner whatsoever.

23. SUB-LETTING & ASSIGNMENT:

The Supplier/Contractor/Service Provider shall not sub-let or assign any part of the contract (wherever allowed following the terms & conditions mentioned below) to any other vendor/agency without the prior written consent of DVC. Such assignments or sub-letting or transfer shall not relieve the Supplier/Contractor/Service Provider from any obligation, duty and responsibility under the contract. Any assignment, transfer or sub-letting without the prior written approval of DVC shall be void. DVC shall have the right to cancel/ terminate the contract in whole or in part and to purchase the goods/ works/ services from elsewhere and the Supplier/Contractor/Service Provider shall be liable to DVC for any loss or damage which DVC may sustain in consequence or arising out of such purchase and the Supplier /Contractor/Service Provider shall indemnify such loss or damage to DVC.

Note for Procurement of Goods: -

Agents should only be as per the terms of the contract. Sub- contracting of the contract should



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
46 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

normally not be allowed in procurement of goods.

Note for Procurement of Works:

The works contract may provide for the contractor to get specified works executed from sub-contractors included in the pre-qualification application or later agreed to by DVC, with a caveat that the responsibility for all sub-contract work rests with the prime contractor. Sub-contracting will generally be for specialized items of work, such as reinforced earth retaining walls, pre-stressing works, and so on. Procurement of material, hire of equipment or engagement of labour will not mean sub-contracting. The total value of sub-contracting work will not exceed the per cent of the contract price as specified in the contract (say 25 (twenty-five) percent). Sub-contracting by the contractor without the approval of DVC shall be a breach of contract, unless explicitly permitted in the contract.

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. This shall not apply to sub-contracts already awarded on or before the date of the Order (i.e. 23rd July, 2020).

A bidder is permitted to procure raw material, components, sub-assemblies etc. from the vendors from countries which shares a land border with India. Such vendors will not be required to be registered with the Competent Authority, as it is not regarded as "sub-contracting". However, in case a bidder has proposed to supply finished goods procured directly/ indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority.

Back to Back Tie Up by PSUs: Construction PSUs if bagged the contract from the client Department as a contractor, has to execute the work by functioning like a contractor instead of sub-letting the 100% work on back to back basis.

The above provisions for subletting are to be clearly spelt out in the NIT documents.

Note for Procurement of Services:

Subletting is not allowed for Services contract including AMC/ARC which are of routine type, repetitive or frequent in nature.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
47 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

In case of one-time contract like Overhauling Contract with OEM/OES, the contractor shall not be allowed to sublet whole of the work/services (back to back basis). For sub-letting of any part of such Contracts, the Principal contractor will provide the list of vendors for approval from HOP/HOD of DVC. After getting the approved list, the Principal contractor will award contract for subletting to any vendor from the list according to their company policy.

The above provisions for subletting are to be clearly spelt out in the NIT documents.

Note for approval of Sub-contractor (In case of Works or Services) / Sub-Vendor (In cases of Supply):

For O&M Contract/ Over Hauling Contract, HOP/HOD shall approve the list of Sub-contractor/Sub-Vendor on recommendation of local FQA.

For other Contracts including EPC Contract awarded from HQ, Head (QC&I Department) shall approve the list of Sub-vendors (In cases of Supply) and HOP/HOD shall approve the Sub-Contractors (In case of Works or Services) on recommendation of local FQA.

For other Contracts including EPC Contract awarded from respective site, HOP/HOD shall approve the Sub-Contractors/ Sub-Vendors on recommendation of local FQA.

24. VENDORS DRAWING & DATA:

All Drawings, data and documentation in respect of the ordered items are an integral part of the Purchase Order / contract. The Vendor will furnish all such drawings, data and documentation to the Purchaser / owner. Purchaser / owner will specify the schedule for submission of these documents by the Vendor and the required number of copies. The vendor shall ensure strict compliance to this schedule.

25. INFORMATION PROVIDED BY THE PURCHASER /OWNER:



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
48 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

All Drawings, data and documentation that are given to the vendor by the Purchaser / owner for the execution of the Order / contract shall be the property of the Purchaser / owner and shall be returned by the Vendor on demand by the Purchaser / owner. The Vendor shall not make use of any of the above documents for any purpose at any time except for the purpose of executing the Order / contract of the Purchaser / owner. The Vendor shall not disclose any of the information given by the Purchaser / owner to any person, firm, corporate body or authority and shall make all endeavours to ensure that the above information is kept confidential. All such information shall also remain the absolute property of the Purchaser/owner.

26. MODIFICATIONS:

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

27. GUARANTEE / WARRANTY:

27.1 The Vendor shall warrant that all material / equipment / services supplied under this Order / contract shall be new, unused and conform to the Purchasers / owners requirements and specifications. The Vendor shall guarantee the material / equipment / services under this Order for a period of 18 months from the date of delivery or 12 months from the date of commissioning whichever is earlier.

For turnkey contracts, Guarantee / Warranty period is to be considered as 12 months from the date of commissioning of the same irrespective of date of delivery. The date of delivery to be reckoned as the date of receipt of the material by the consignee. The Vendor shall agree to replace any material, which has been proved defective or fails to conform to the desired specifications free of cost to the Purchaser within the Guarantee/Warranty Period. The guarantee period for such replaced part shall be the same as that of equipment / materials specified earlier.

27.2 Checking / approval of vendors drawings, inspection and acceptance of material / spares / equipment / furnishing to effect shipment and / or work done for erection, installation and commissioning of the equipment by the Purchaser/owner or any other agency on behalf of the Purchaser / owner shall not in any way relieve the Vendor from the responsibility for proper performance during the guarantee period.

27.3 Service contracts like hiring of vehicle / Insurance / consultancy / Clearing & Forwarding



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
49 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

services etc and other consumable items like stationeries, printing of matter etc. are beyond the purview of Warranty Clause.

However, before floating of enquiry, Indenter / TIA at his discretion and depending on the technical intricacies of the procurement of goods and services may decide on the period of warranty / guarantee.

28. DEMURRAGE / WHARFAGE:

In cases where documents are negotiated through Bank, any consequential charges e.g. demurrage / wharfage charges, due to late retirement of documents on account of (i) violation of the inspection clause, (ii) material despatched after expiry of delivery period without obtaining approval in advance for extension of delivery period (iii) despatch of materials not as per schedule mode of despatch by approved transporters as per P.O/contract. (iv) late receipt of invoice or due to violation of any other clause/clauses of the purchase order will be to the Vendors account. Supplier would also be responsible for all such payment due to late receipt of RR/LR and other documents.

29. GRAFTS / COMMISSION:

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

INTEGRITY PACT : Vendors/contractors are required to unconditionally accept the

“Integrity pact” (executed in plain paper) as per format furnished by DVC

30. GOVERNING LAW:

The Contract shall be governed by and interpreted in accordance with laws in force in India. The Courts of Kolkata shall have exclusive jurisdiction in all matters arising under the Contract.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
50 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

31. Safety Aspects to Be Complied:

a. Safety Clause for O&M contracts:

CLAUSE NO.	REQUIREMENT
1.0	<p>The contractor/ agency shall comply with all the requirements of the Factories Act, State Factories Rules as amended time to time, and all other statutory requirements as applicable to his work, like Indian Electricity Act, ESI Act (Wherever the facility is available), PF Act, Workmen's Compensation Act, Motor Vehicles Act, etc. He shall ensure compliance of all the responsibilities of the Occupier and Factory Manager as mentioned in the Factories Act, in his activities of work.</p> <p>Additionally, the contractor shall comply with all the Rules framed by DVC (Also referred here as DVC), relating to Safety of all those working/ present in the work place, and ensure compliance with all types of permit to work. He shall also comply with all directions given by the Engineer In-charge or Head of DVC Project Safety Deptt. Or, their nominated representative with specific regard to Safety and Health of the workers.</p>
2.0	<p>The Contractor/ Agency shall frame and implement its Safety and Health Policy, which shall contain all the provisions relating to compliance of DVC Safety/ Health and Safety Policy.</p>
2.1	<p>The Contractor shall appoint a full time Engineer with qualification of either Degree in Engineering, with not less than 1 years of supervisory experience or Diploma in Engineering with not less than 3 years of experience up to 50 workers/ staff or a part thereof. In case of electrical work, supervisor must possess valid supervisory license of competency. In Chemical contract such as chemical laboratory, Supervisor's should have qualification on Bachelor of science with Chemistry with not less than 3 years' experience.</p>
2.2	<p>If at any time the contractor employs more than 50 workers including staff, he shall appoint from the start of work itself a Safety Officer, with the qualification as mentioned in the Factories Act/ State Factories Rules applicable to the state, in which the work is carried out. The Safety Officer of the Contractor shall discharge only those responsibilities as mentioned in statutory rules for the Safety Officers.</p>
2.3	<p>Before start of work by the Contractor, the Contractor shall sign an MOU with Head of DVC Project Safety Deptt. and Engineer In- charge of the contract (The Engineer In charge is not below the rank of Suptd. Engineer in Thermal Power Plant and in case of other station Senior Most Engineer). Safety MOU should be prerequisite of agreement of execution. During sign of Safety MOU, agency shall submit following documents also:</p> <p>a) Safety Plan of the Contractor for his own as well as his sub- contractors and action plan to implement it;</p>



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
51 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

b) Methodology (Including responsibility) of accident reporting to DVC authorities and Statutory authorities, conduct of enquiries, and implementation of corrective measures.

c) The Contractor shall get all his Lifting equipments and tackles thoroughly examined / tested through a Competent Persons, approved by the local state Government, where the work is being undertaken.

d) For contracts, before start of work by the Contractor, the Contractor shall purchase new required personal protective equipment's' and get it verified from Head of DVC Safety Department for inspection of quality and quantity purchased. He/she will inspect these Safety Shoes, Safety Helmets, Safety Harnesses etc. for its suitability. Only after this inspection and clearance in writing, above referred items shall be used or issued by the Contractor. For contracts, more than one-year, new PPEs again shall be distributed before expiry of one year from last PPEs distribution date. After that, contractor shall also have to provide different kind of safety gears according to their nature of job including reflective jackets.

The cost of these PPEs are treated under chargeable expenditure for which there is the cost of these PPE should be estimated in line with para 2.11.1 (statutory and non -statutory consideration while working out estimate page no. 60) of IR and compliance Hand Book-2015 (1st edition). Tenure of these three Personal Protective Equipment's shall be applicable once for those numbers working for one year, if these are purchased from the party with which the rate contract had been made by DVC; at the rate at which rate contract had been made by DVC; or from the original IS Marked equipment manufacturer (Or his authorized representative), registered with Bureau of Indian Standard. The estimated value of Safety Shoes and Safety Helmets shall be limited to the number of employees, for which the contractor had taken the labour licence or DVC had approved to hire; for the Safety Harness payment in estimated value shall be restricted to the decided quantity between the Contractor and DVC

e) Before Start of the contract, the Contractor shall provide appropriate Safety Induction Training to all his workers, of at least one full day duration, through an external agency with faculty having the qualification as mentioned in the factories act /state rules for the safety officer. The DVC Management has a right to refuse issuance of gate pass to the workers, if the workers are not trained.

f) Before Start of the work by the Contractor, the Contractor shall provide thorough pre- employment health check-up /examination of his workers and fitness certificate as per the Factories Act and Rules made under. Later, DVC shall provide Occupational Health Check Up such as lung function test, ECG, Sputum, Chest X-ray, audiometry, blood test etc. of all contract workers including i.e. supply, casual, AMC/ARC workers working



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
52 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

	<p>within the Thermal Power Plant and Audiometric test, ECG, Blood test etc. for Hydel station with cashless facility. Only those workers who are found fit in such medical examination shall be employed only by the Contractor. It is the responsibility of each contracting agency to ensure the availability of suitable arrangements at their work site for rendering prompt and efficient First aid to injured persons. The DVC Management has a right to refuse issuance of gate pass to the workers if the workers are not undergone such pre-engagement medical examination /health check-up.</p> <p>g) In case of occurrence of any accident/ mishap/ violation of statutory provisions/ DVC Rules, Competent authority in DVC may constitute inquiry Committee, to find out the circumstances or causes into it, remedial measures to prevent recurrence of similar accidents/mishaps/ violations etc.. The Contractor shall provide full cooperation in conduct of inquiry, conducted by such Inquiry Committee and also send his workers to attend the inquiry and give statement, with full wages for the day.</p> <p>h) Wherever there is probability of fall of worker/ material from more than 8 Ft, to prevent his fall, the contractor shall provide Full Body Safety Harness with ISI mark to all his workers and ensure it's use. He shall also provide safety net below such work place. He shall ensure compliance of all provisions of Permit for working at height advised by DVC. If the fall arrester is provided by DVC, the Contractor shall ensure it's right use.</p> <p>i) Before execution of safety MOU all statutory documents related to vehicles used like vehicles fitness, RC book, driving license, pollution certificate, driver eyesight test etc. should be prerequisite.</p>
2.5	<p>The contractor shall use only double insulated power tools at the construction place. He shall only use 3 Core cable for Single phase supply and 4 Core Cable for 3 Phase supply. For all electrical connections appropriate ELCB/RCCB shall be used by the Contractor.</p> <p>a) In no case any electric supply shall be taken through loose wire like supply without industrial Plug Top.</p> <p>b) No electrical repair work shall be carried out on any live equipment. It shall be done only by the Electrician having ITI qualification or equivalent and Wireman's certificate issued by the State Government. No work shall start without obtaining work permit from DVC Engineer In- charge or his authorized representative.</p>
3.0	<p>In case any accident occurs during the construction or erection work or other associated activities, undertaken by the Contractor, it shall be the responsibility of the Contractor to promptly inform the same to the Engineer In-charge, DVC Head of Safety Deptt. in the prescribed form (Which can be collected by the Contractor/ Agency from the Project Safety Deptt.), and also to all the statutory authorities envisaged under the applicable laws.</p>



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
53 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

4.0	The Engineer In-charge as well as DVC Head of Safety Deptt. or their nominated representative, shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and / or property, and / or equipments. In such cases, the contractor shall be informed in writing, and the contractor shall immediately stop the work, and comply to remove short-comings promptly. After ensuring compliance of instructions given by Engineer In charge, he shall inform him of completion of compliance, and after his written permission only, shall restart the work.							
5.0	If the Contractor fails complying with the provisions as mentioned above, DVC Engineer in charge/ Head of Safety, DVC shall impose financial deduction at the rate of Rs. 2,000/- per day for each violation or any unsafe act /unsafe condition made by each such worker or part thereof, for contract value exceeding Rs Thirty Lakh till the provisions are complied with. The above provision shall be at the rate of Rs. 1000/= for the contract those value not exceeding Rs thirty lakh. Such amount will be deducted from their running bill of the contractor.							
6.0	<p>If the Contractor fails complying with the provisions as mentioned above, the financial deductions shall be made by DVC, at the rate of Rs. 2,000/- per day or part thereof, from the contractor's bill for contract value exceeding Rs Thirty Lakhs; and at the rate of Rs 500/- per day for the contract value not exceeding Rs Thirty Lakhs, till the provisions are complied with.</p> <p>In case of injury, the compensation as calculated/ directed by the State Government Authorities shall be paid by the Contractor to the Victim/ his legal heir, in accordance with the statutory provisions.</p> <p>However, in case of accident, additionally, following financial deductions shall be made by DVC, from the bill of the Contractor:</p> <table><tr><td>a</td><td>Fatal injury or accident causing death</td><td>15 % of contract value or Rs. 7,00,000/- per person, whichever is less.</td></tr><tr><td>b</td><td>Major injuries or accident causing 25% or more permanent disablement to workmen or employees</td><td>5% of contract value or Rs. 200,000/- per person whichever is less</td></tr></table>		a	Fatal injury or accident causing death	15 % of contract value or Rs. 7,00,000/- per person, whichever is less.	b	Major injuries or accident causing 25% or more permanent disablement to workmen or employees	5% of contract value or Rs. 200,000/- per person whichever is less
a	Fatal injury or accident causing death	15 % of contract value or Rs. 7,00,000/- per person, whichever is less.						
b	Major injuries or accident causing 25% or more permanent disablement to workmen or employees	5% of contract value or Rs. 200,000/- per person whichever is less						
7.0	Workmen who work at height needs to pass the compulsory vertigo test.							
8.0	No electrical installation work, including additions, alterations, repairs and adjustments to existing installations, except such replacement of lamps, fans, fuses, switches, low voltage domestic appliances of voltage not exceeding 250 volts and fittings as in no way alters its capacity or character, shall be carried out upon the premises of or on behalf of any consumer, supplier, owner or occupier							



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
54 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

9.0	<p>for the purpose of supply to such consumer, supplier, owner or occupier except by an electrical contractor licensed in this behalf by the State Government and under the direct supervision of a person holding a certificate of competency licence and by a person holding a permit issued or recognised by the State Government.</p> <p>The Contractor shall maintain Work Permit system, which is a formal written system used to control certain types of work that are potentially hazardous. A work permit is a document, which specifies the work to be done, and the precautions to be taken. Work Permits is an essential part of any safe systems activities. They start the work only after safe procedures have been defined and clearance taken from respective DVC designated engineers.</p>
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b. Safety clauses for construction Activities

CLAUSE NO.	REQUIREMENT
1.0	<p>The contractor/ agency shall comply with all the requirements of "The Building and Other Construction Workers (Regulation of Employment & Conditions of Service) Act," 1996 and its Central Rule 1998 / State Rules and any other statutory requirements as applicable, like the Factories Act/ State Factories Rules (If applicable), ESI Act, PF Act, Workmen's Compensation Act, other applicable rules and provisions of BIS in the form of standards etc.</p> <p>Additionally, the provisions of the Damodar Valley Corporation (DVC) Safety Rules for Construction and Erection - as amended till date, shall also be complied with by the contractor/ agency. In case of any unconformity between statutory requirement and the Safety Rules of the DVC, the latter shall be binding on the Contractor unless the statutory provisions are more stringent</p>
1.1	<p>The Contractor shall also comply with all directions given in writing by the Engineer In-charge or Head of DVC Project Safety Deptt. Or, their nominated representative with specific regard to Safety and Health of the workers.</p>
1.2	<p>The Contractor/ Agency shall frame and implement it's Safety and Health Policy, which shall contain all the provisions as mentioned in the statute and also as mentioned in DVC Safety/ Health and Safety Policy, if it is not in contravention with the statutory provisions.</p>
2.0	<p>Before Start of work by the Contractor, The Contractor shall sign an MOU with Head of DVC Project Safety Deptt. and Engineer In charge of the contract, wherein he shall submit following documents also:</p> <p>a) Safety Plan of the Contractor for his own as well as his sub- contractors;</p> <p>b) Methodology of Hazard identification and control measures thereof;</p>



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
55 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

2.1	<p>c) Methodology to be adopted by him for providing work related training (For all Contract workers), including the hazards involved in the work awarded to the worker and how the work shall be done by the contract labour to ensure safety of his own as well as others working there.</p> <p>d) Names of Safety Officers, Safety supervisors and supervisors as well as the specific working area, to be supervise by them, for safety at the workplaces.</p> <p>e) Methodology (Including responsibility) of accident reporting to DVC authorities and Statutory authorities, conduct of enquiries, and implementation of corrective measures.</p> <p>f) The Contractor shall notify the names of Competent Persons, responsible for inspection of following equipments and facilities:</p> <ol style="list-style-type: none">1. Tests and Inspections of all electrical equipments, installation and Safety Measures;2. Tests and Inspections of all Scaffoldings and platforms for working at height including it's strength adequate handrails, Toe Boards etc.;3. Tests and Inspections of all Personal Protective Equipments,4. prevention of unauthorized entry or working by any person, including his own, into their work
2.2	<p>Before Start of work by the Contractor/ Agency, the Contractor shall show the Personal Protective equipments, lifting equipments, personal protective equipments and other safety related items, brought by him/ them to Head of DVC Safety Deptt, and Engineer In charge, for inspection, who will inspect, if these equipments meet legal requirements. Only after inspection by them and clearance from them, in writing, above referred items shall be used or issued by the Contractor. However, such clearance shall be applicable only for bringing these items and DVC shall not be a party, if these items / equipments fail legal requirements, due to any supervisory problems, including unsafe handling or failure, due to whatever causes.</p>
2.3	<p>The Contractor/ Agency will notify well in advance to the Engineer In-charge and Head of DVC Project Safety Deptt. of his intention to bring to the Site, any container filled with liquid or gaseous fuel or explosive or petroleum substance or such chemicals which may involve hazards. DVC shall have the right to prescribe the conditions, under which such container is to be stored, handled and used during the performance of the works and the Contract shall strictly adhere to and comply with such instructions. The Engineer In-charge and DVC Head of Safety Deptt. shall have the right at his sole discretion to inspect any such container or such construction plant / equipment for which material in the container is required to be used and if in his opinion, its use is not safe, he may forbid its use.</p>



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
56 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

3.0	<p>The Contractor/ Agency shall take all measures required to ensure proper safety of all the workmen, materials, plant and equipment belonging to him or to the Employer or to others, working at the Site.</p> <p>The Contractors/ Agencies, whether awarded contract directly from DVC or those who have got contract with or without permission of DVC, shall get Safety Audit of their construction and/or erection activities conducted, through Safety Auditors, having (a) Diploma or Degree in Industrial Safety from any State Directorate of Technical Education,(b) 7 years experience of safety management in power plant; and (c) Have accreditation or trained from DGFASLI/ Ministry of Labour, Government of India, with following frequency:</p> <p>a) For Contracts of total value exceeding Rs 20 Crores, once within every six months period;</p> <p>b) For Contracts of total value less than Rs 20 Crores but exceeding Rs 5 Crores, once within every twelve months period;</p> <p>All equipments used in construction and erection by the contractor shall meet BIS / International Standards and where such standards do not exist, the Contractor shall ensure these to be absolutely safe. All equipments shall be strictly operated and maintained by the contractor in accordance with manufacturer's operation manual.</p> <p>The contractor should also follow Guidelines / Rules of the Employer in this regard.</p> <p>The Engineer In-charge or Project Manager and / or Head of DVC Project Safety Deptt. shall have the right to examine the safety equipments to determine their suitability, reliability, acceptability and adaptability, and in case they do not find these of acceptable standards they can instruct to the Contractor to provide the equipments meeting these requirements, which the Contractor shall comply without any reservation.</p> <p>The Engineer In-charge and / or DVC Safety Officer or their nominated representative shall have full power to demand any document/ take photos, which may affect Safety and health at the contractor's work place, and the contractor will provide it without any pre-condition</p> <p>The Contractor shall provide safe working conditions to all workmen and employees at his workplace including safe means of access, railings, stairs, and ladders, scaffolding, work platforms, toe boards etc.</p> <p>Safety Training of at least one full day duration, relating to hazards in his work, shall be provided by the Agency/ Contractor through an external agency, with faculty having the qualification as mentioned in the BOCW Act/ Rules for the Safety Officer and have minimum 7 years site exposure as implementing safety provisions to all his workers, before start of work and every six months thereafter. In case, the contractor fails to do so, it may be organized by DVC, at the cost of</p>
3.1	
3.2	
3.3	
3.4	
3.5	



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
57 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

3.6	the Contractor/ Agency, and the cost on this account, which shall not be more than the charges of National Safety Council, Mumbai, shall be deducted from the bill of the Contractor in the similar manner, as charged for work to be done at the risk and cost of contractor/ agency. When such programme is organized by DVC for the contractor's establishment, the contractor/ agency shall send his workers to attend the programme. If he does not send his workers to attend the Training Programme, the charges of training shall be recovered from the contractor.
3.7	
3.8	The contractor shall arrange to get the certificate of training issued from training institution, to all the workmen, trained by them, which shall mention the date of training and it's subject. The worker shall keep the same along with the gate pass.
3.9	Adequate supervision shall be provided by the contractor at all times of work undertaken by the workers. The worker shall get the training endorsed on their Gate Pass.
	When DVC Conducts any inquiry to find facts of any accident, violations of Statutory Provisions/ DVC Rules and asks the contractor to send his workers, the Contractor shall send his workers for deposing in this Inquiry
3.10	The Contractor shall follow provision of Work Permit system for working at height, implemented by DVC. Wherever there is probability of fall of worker to level of more than 8 Ft, to prevent his fall, the contractor shall provide safety net below such area. Such Safety nets shall be provided wherever the possibility of fall of material also exists. The Contractor shall also provide Fall Arresting system/ device (Fall Arrestor), when required and shall ensure it's use.
3.11	The contractor shall make ambulance room for first aid and provide ambulance for shifting and treatment of sick and injured as mentioned in "The Building and Other Construction Workers (Regulation of Employment & Conditions of Service) Act/ rules.
3.12	The register of medical examinations of the workers, employed in hazardous areas, conducted as per statutory provisions and injury (including near miss injury) register, shall be maintained by the Contractor. It will be presented to Engineer In-charge and DVC Head of Safety as well as Statutory authorities on demand. If any worker found suffering from occupational health hazard, the worker should be shifted to suitable place of working and properly treated under intimation to Engineer In-charge.
3.13	A copy of the Emergency Action Plan prepared by the agency shall be submitted to Engineer In-charge and Safety Deptt, for their approval. If any conditions are suggested by Engineer In-charge, Head of Safety Deptt, or their nominated representative the Emergency action plan shall be revised by the Contractor on the basis of suggestions so received. Mock Drill shall be organized by the Contractor at least once in every six months in consultation with Head of DVC Project Safety Deptt. or their nominated representative.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
58 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

3.14	Only double insulated wire/ cable of power tools shall be used at the construction place.
3.15	The contractor shall ensure that all electrical installations or equipments including temporary electrical installations at the construction works are provided with earth leakage circuit breakers.
3.16	
4.0	For Single phase connection, the contractor shall use 3 core cables with 3rd wire connected to earth. For three phase connection, the contractor shall use four core cables with 4th wire connected to earth. In no case, single wires shall be used in the construction area. The wires shall not be laid on the ground or any other surface, where there is possibility of damage to it's insulation. It shall be supported on insulated poles above ground, to prevent possible damage to it's insulation.
4.1	The Contractor shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to the Employer or other contractors under any circumstances, whatsoever, unless expressly permitted in writing by the Engineer I/c to handle such fuses, wiring or electrical equipment. Before the Contractor connects any electrical appliances to any plug or socket belonging to the other contractor or of the DVC, he shall :
4.2	a) prove that the Engineer In-charge that the appliance is in good working condition; b) Inform the Engineer In-charge of the maximum current rating, voltage and phases of the appliances; c) Obtain permission of the Engineer In-charge detailing the sockets to which the appliances may be connected.
4.3	No electrical repair work shall be carried out on any live equipment. The Engineer In-Charge must declare the equipment safe and a permit to work shall be issued by the DVC / contractor as the case may be to carry out any repair / maintenance work. While working on electric lines / equipments whether live or dead, suitable type and sufficient quantity of tools will have to be provided by the contractor to electricians / workmen / Officers.
5.0	No repair work shall be carried out by any person, who does not have a qualification ITI (Electrician). The Repair will be done after disconnecting the equipment. The Contractor's Engineer shall first declare the equipment safe and a permit to work shall be obtained through the DVC Engineer before carrying out any repair / maintenance work. While working on electric lines / equipments



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
59 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

6.0	<p>whether live or dead, suitable type and sufficient quantity of tools will have to be provided by the contractor to electricians / workmen / Officers.</p> <p>The register of all, inspections and examinations and tests like of scaffoldings, excavations, measurement of electrical earth resistance, lifting tools and tackles, pressure vessels etc shall be properly maintained by the Contractor and will be promptly produced as and when desired by Statutory Authorities, the Engineer In-Charge and Head of DVC Safety Deptt. Or, by the person authorized by them.</p> <p>The contractor, employing up to 50 workmen, directly or through his agencies, whether temporary, casual, probationary, regular or permanent shall employ at least one full time safety officer on his roll, having qualifications as mentioned in statutory provisions, exclusively to supervise safety aspects of the equipment's and workmen, who will coordinate with the DVC Safety Officer. In case the work is being carried out through subcontractor, the employees / workmen of the sub-contractor shall also be considered as the contractor's employees/workmen for the above purpose. When more than 50 workers are employed, the Contractor shall additionally appoint on his roll, one safety officer for each 50 workers appointed by him or his agencies.</p>
6.1	
6.2	
6.3	<p>The name and address of such Safety Officer of the Contractor will be informed in writing to the Engineer In Charge with a copy to the DVC Head of Safety Deptt., within 3 days of their employment.</p> <p>In case any contractors deploy less than 150 workmen each, one or more contractors shall jointly employ statutory Qualified Safety Officer and they will share the expenditure towards employment of this Safety Officer proportionate to the employment.</p>
6.4	
6.5	<p>In case, the contractor fails to employ required number of Statutory Qualified Safety Officer, DVC shall have power to hire qualified Safety Officer on behalf of the Contractor and all expenditure including the cost of recruitment shall be charged from the Contractor. In such case, the DVC, in addition to charging the cost of the Qualified Safety Officer, which shall not be more than Rs One Lakh per month for each Safety Officer, and shall also deduct the amount, as mentioned in the contract.</p>
6.6	<p>The responsibility of the Safety Officer shall be as mentioned in the statute and he shall not be permitted or allowed to do any work other than as mentioned there.</p> <p>The DVC officers shall conduct the Safety Inspections/ Audit on their own, or through 3rd Party also and the Contractor shall provide full co-operation/information to them. He shall be informed of the violations of statutory provisions/ DVC rules in writing. The Contractor is to remove communicated violations promptly. If the Contractor does remove communicated violations, with the within 3 days, the amount as mentioned in the contract, shall be deducted from the bill of the contractor.</p>
6.7	



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
60 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

6.8	<p>In case any injury occurs during the construction or erection work or other associated activities undertaken by the Contractor, it shall be the responsibility of the Contractor to promptly inform the same to the Engineer In-charge,, DVC Head of Safety Deptt. in the prescribed form (Which can be collected by the Contractor/ Agency from the Project Safety Deptt.), and also to all the statutory authorities, as applicable.</p>
6.9	<p>The Engineer In-charge as well as DVC Head of Safety Deptt. or their nominated representative shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause injury and endanger the safety of the persons and / or property, and/or equipments. In such cases, the contractor shall be informed in writing, and the contractor shall immediately stop the work, and comply to remove shortcomings promptly.</p>
7.0	<p>The Contractor after stopping the specific work can, if felt necessary, may appeal against the order of stoppage of work to the Project Head within 3 days of such stoppage of work. The decision of the Project Head in this respect shall be conclusive and binding on the Contractor.</p>
8.1	<p>If the Contractor does not provide safety equipments to his workers or fails to discharge of his other responsibilities, statutory or otherwise, as mentioned above, DVC may provide the same and recover the expenditure along with overhead cost etc. However, this does not absolve the contractor from his responsibility as mentioned in the contract or Statutory Provisions.</p>
8.2	<p>The Contractor shall not be entitled for any damages / compensation for stoppage of work under Clause 6.9 or any other safety reasons and the period of such stoppage of work shall not be taken as an extension of time for Completion of the Facilities and will not be the ground for waiver of deductions made by DVC.</p> <p>If the Contractor fails in complying with the DVC Safety Rules for Construction and Erection or applicable Statutory Provisions; or continues the work even after being instructed to stop the work by DVC Head of Project Safety Deptt. as provided in Clause 6.9 mentioned above, on the direction of Engineer In-charge/ Project Manager or DVC Head of Safety Deptt., the deduction at the rate of Rs. 5,000/- per day (Rs five thousand per day) or part thereof for each violation for each day, shall be deducted from the bill of the contractor, till the written instructions are complied with, and verified by the Engineer In-charge or DVC Head of Project Safety Deptt.</p> <p>If any fatal injury or injury causing more than 25% permanent disablement to any person occurs during the activities of the contractor, due to lack of supervision by the contractor, or not taking all safety precautions and / or not complying with DVC Rules for Construction and Erection or Statutory Provisions, following deduction shall be made from the bill of contractor:</p>



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
61 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

8.3	<p>a. Fatal injury or accident causing death</p> <p>b. Major injuries or accident causing 25% or more permanent disablement to workmen or employees</p> <p>In case of repeat Fatal/ Non-fatal injuries, occurring in the plant, the value of compensatory loss (In each case) will be double to that mentioned in specific category. In such case for fatal accident it shall be @ 25% of Contract value or Rs 15,00,000/- (Whichever is less) per person, and for each non-fatal injury it shall be @ 10% of Contract value or Rs 3,00,000/- (Whichever is less) per person</p> <p>[Permanent disablement, as mentioned above, shall have the same meaning as indicated in the Workmen's Compensation Act' 1923. The deduction mentioned above shall be in addition to the compensation payable to the workmen/employees under the relevant provisions of the Workmen's Compensation Act' 1923 and rules framed there under or any other applicable laws as applicable from time to time].</p> <p>If any contractor worker, found working without using the required safety equipment like safety helmet, safety shoes, safety belts etc. or without anchoring the safety belts while working at height, the Engineer In-charge/DVC Head of Safety Deptt. or their nominated representative shall penalize the contractor for Rs.1000/- per person per day for his lack of supervision and allowing hazards at the work place, and shall inform the Contractor accordingly.</p> <p>Job safety analysis is to be carried out before start of any work.</p> <p>Contractor shall not be allowed to use LPG cylinder in plant premises other than DA and Oxygen cylinder.</p> <p>Workmen who work at height needs to pass the compulsory vertigo test.</p> <p>No electrical installation work, including additions, alterations, repairs and adjustments to existing installations, except such replacement of lamps, fans, fuses, switches, low voltage domestic appliances of voltage not exceeding 250 volts and fittings as in no way alters its capacity or character, shall be carried out upon the premises of or on behalf of any consumer, supplier, owner or occupier for the purpose of supply to such consumer, supplier, owner or occupier except by an electrical contractor licensed in this behalf by the State Government and under the direct supervision of a person holding a certificate of competency licence and by a person holding a permit issued or recognised by the State Government.</p> <p>The Contractor shall maintain Work Permit system, which is a formal written</p>	<p>Deduction @15% of contract value or Rs. 10,00,000/- for Injury to each person, whichever is less</p> <p>Deduction @5% of contract value or Rs.2,00,000/- per person whichever is less</p>
8.4		
9.0		
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DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
62 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

14.0	<p>system used to control certain types of work that are potentially hazardous. A work permit is a document, which specifies the work to be done, and the precautions to be taken. Work Permits is an essential part of any safe systems of construction activities. They start the work only after safe procedures have been defined and clearance taken from respective DVC designated Engineers.</p> <p>Examples of high-risk activities include but are not limited to: i) Entry into confined spaces ii) Cutting & welding iii) Working at Height along with checklist iv) Working on electrical equipment v) Heavy lifting operations vi) Removal of grating/ Handrail / floor opening vii) Material Shifting.</p> <p>The permit-to-work system should be fully documented, laying down: i) How the system works ii) The jobs it is to be used for; iii) The responsibilities and training of those involved; and iv) How to check its operation.</p> <p>A Work Permit authorization form shall be completed with the maximum duration period not exceeding 12 hours.</p> <p>A copy of each Permit to Work (PTW) shall be displayed near to work are (on PTW Display board) in close proximity to the actual works location to which it applies.</p>
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32. SITE WORKS:

32.1 SETTING OUT/SUPERVISION/LABOUR:

32.1.1 Bench Mark: The Contractor shall be responsible for the true and proper setting-out of the jobs in relation to bench marks, reference marks and lines provided to it in writing by or on behalf of the Employer.

If, at any time during the progress of work, any error shall appear in the position, level or alignment of the Facilities, the Contractor shall forthwith notify the Project Manager of such error and, at its own expense, immediately rectify such error to the reasonable

satisfaction of the Project Manager. If such error is based on incorrect data provided in writing by or on behalf of the Employer, the expense of rectifying the same shall be borne by the Employer.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
63 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

32.1.2 Contractor's Supervision: The Contractor shall give or provide all necessary superintendence during the work, and the Construction Manager or its deputy shall be constantly on the Site to provide full-time superintendence of the work. The Contractor shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.

32.1.3 LABOUR:

- (a) The Contractor shall provide and employ on the Site in the work such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution of the Contract. The Contractor is encouraged to use local labour that has the necessary skills.
- (b) Unless otherwise provided in the Contract, the Contractor shall be responsible for the recruitment, transportation, accommodation and catering of all labour, local or expatriate, required for the execution of the Contract and for all payments in connection therewith.
- (c) The Contractor shall be responsible for obtaining all necessary permit(s) and/or visa(s) from the appropriate authorities for the entry of all labour and personnel to be employed on the Site into the country where the Site is located.
- (d) The Contractor shall at its own expense provide the means of repatriation to all of its and its Subcontractor's personnel employed on the Contract at the Site to their various home Countries. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure. In the event that the Contractor defaults in providing such means of transportation and temporary maintenance, the Employer may provide the same to such personnel and recover the cost of doing so from the Contractor.
- (e) The Contractor shall at all times during the progress of the Contract use its best endeavours to prevent any unlawful, riotous or disorderly conduct or behaviour by or amongst its employees and the labour of its Subcontractors.
- (f) The Contractor shall, in all dealings with its labour and the labour of its Subcontractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
64 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

pertaining to the employment of labour.

32.2 CONTRACTOR'S EQUIPMENT:

32.2.1 All Contractors' Equipment brought by the Contractor onto the Site shall be deemed to be intended to be used exclusively for the execution of the Contract. The Contractor shall not remove the same from the Site without the Project Manager's consent that such Contractor's Equipment is no longer required for the execution of the Contract.

32.2.2 Unless otherwise specified in the Contract, upon completion of the Facilities, the Contractor shall remove from the Site all Equipment brought by the Contractor onto the Site and any surplus materials remaining thereon.

32.2.3 The Employer will, if requested, use its best endeavours to assist the Contractor in obtaining any local, state or national government permission required by the Contractor for the export of the Contractor's Equipment imported by the Contractor for use in the execution of the Contract that is no longer required for the execution of the Contract.

32.3 SITE REGULATIONS AND SAFETY:

The Employer and the Contractor shall establish Site regulations setting out the rules to be observed in the execution of the Contract at the Site and shall comply therewith. The Contractor shall prepare and submit to the Employer, with a copy to the Project Manager, proposed Site regulations for the Employer's approval, which approval shall not be unreasonably withheld.

Such Site regulations shall include, but shall not be limited to, rules in respect of security, safety of the Facilities, gate control, sanitation, medical care, and fire prevention.

32.4 OPPORTUNITIES FOR OTHER CONTRACTORS:

32.4 .1 The Contractor shall, upon written request from the Employer or the Project Manager, give all reasonable opportunities for carrying out the work to any other contractors employed by the Employer on or near the Site.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
65 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

32.4.2 If the Contractor, upon written request from the Employer or the Project Manager, makes available to other contractors any roads or ways the maintenance for which the Contractor is responsible, permits the use by such other contractors of the Contractor's Equipment, or provides any other service of whatsoever nature for such other contractors, the Employer shall fully compensate the Contractor for any loss or damage caused or occasioned by such other contractors in respect of any such use or service, and shall pay to the Contractor reasonable remuneration for the use of such equipment or the provision of such services.

32.4.3 The Contractor shall also so arrange to perform its work as to minimize, to the extent possible, interference with the work of other contractors. The Project Manager shall determine the resolution of any difference or conflict that may arise between the Contractor and other contractors and the workers of the Employer in regard to their work.

32.4.4 The Contractor shall notify the Project Manager promptly of any defects in the other Contractors' work that come to its notice, and that could affect the Contractor's work. The Project Manager shall determine the corrective measures, if any, required to rectify the situation after inspection of the Facilities. Decisions made by the Project Manager shall be binding on the Contractor.

32.5 EMERGENCY WORK:

If, by reason of an emergency arising in connection with and during the execution of the Contract, any protective or remedial work is necessary as a matter of urgency to prevent damage to the Facilities, the Contractor shall immediately carry out such work.

If the Contractor is unable or unwilling to do such work immediately, the Employer may do or cause such work to be done as the Employer may determine is necessary in order to prevent damage to the Facilities. In such event the Employer shall, as soon as practicable after the occurrence of any such emergency, notify the Contractor in writing of such emergency, the work done and the reasons therefore. If the work done or caused to be done by the Employer is work that the Contractor was liable to do at its own expense under the Contract, the reasonable costs incurred by the Employer in connection therewith shall be paid by the Contractor to the Employer. Otherwise, the cost of such remedial work shall be borne by the Employer.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
66 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

32.6 SITE CLEARANCE:

32.6.1 Site Clearance in Course of Performance: In the course of carrying out the Contract, the Contractor shall keep the Site reasonably free from all unnecessary obstruction, store or remove any surplus materials, clear away any wreckage, rubbish or temporary works from the Site, and remove any Contractor's Equipment no longer required for execution of the Contract.

32.6.2 Clearance of Site after Completion: After Completion of all parts of the Facilities, the Contractor shall clear away and remove all wreckage, rubbish and debris of any kind from the Site, and shall leave the Site and Facilities clean and safe.

32.6.3 DISPOSAL OF SCRAP:

The Contractor shall in consultation with the Project Manager promptly remove from the site any 'Scrap' generated during performance of any activities at site in pursuance of the Contract. The term 'Scrap' shall refer to scrap / waste / remnants arising out of the fabrication of structural steel work and piping work at the project site in the course of execution of the contract and shall also include any wastage of cables during the termination process while installing the cables.

The ownership of such Scrap shall vest with the Contractor except in cases where the items have been issued by the Employer from its stores for their installation only without any adjustment to the Contract Price. The removal of scrap shall be subject to the Contractor producing the necessary clearance from the relevant authorities (Custom, Excise etc.), if required by the law, in respect of disposal of the scrap. The liability for the payment of the applicable taxes/duties shall be that of the Contractor.

The Contractor shall also indemnify to keep the Employer harmless from any act of omission or negligence on the part of the Contractor in following the statutory requirements with regard to removal/disposal of scrap. The Indemnity Bond shall be furnished by Contractor as per proforma enclosed with NIT/Tender Document. Further, in case the laws require the Employer to take prior permission of the relevant Authorities before handing over the scrap to the Contractor, the same shall be obtained by the Contractor on behalf of the Employer.

32.7 WATCHING AND LIGHTING:



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
67 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

The Contractor shall provide and maintain at its own expense all lighting, fencing, and

watching when and where necessary for the proper execution and the protection of the Facilities, or for the safety of the employers and occupiers of adjacent property and for the safety of the public.

32.8 WORK AT NIGHT AND ON HOLIDAYS:

32.8.1 Unless otherwise provided in the Contract, no work shall be carried out during the night and on public holidays of the country where the Site is located without prior written consent of the Employer, except where work is necessary or required to ensure safety of the Facilities or for the protection of life, or to prevent loss or damage to property, when the Contractor shall immediately advise the Project Manager, provided that provisions of this GCC Sub-Clause 56.8.1 shall not apply to any work which is customarily carried out by rotary or double-shifts.

32.8.2 Notwithstanding GCC Sub-Clauses 32.8.1 or 32.1.3, if and when the Contractor considers it necessary to carry out work at night or on public holidays so as to meet the Time for Completion and requests the Employer's consent thereto, the Employer shall not unreasonably withhold such consent.

33. SETTLEMENT OF DISPUTES & ARBITRATION:

Clause no 20 of optional terms & conditions of contract is to be followed.

OPTIONAL TERMS & CONDITIONS OF CONTRACT

(RELEVANT TERMS AND CONDITIONS ARE TO BE INCLUDED AS ADDITIONAL / SPECIAL CONDITION OF CONTRACT AS PER DISCRETION OF TIA).

1. EARNEST MONEY DEPOSIT (IF APPLICABLE):

Every tender must accompany 'Earnest Money' as mentioned in the Tender Notice/Enquiry in desired form as mentioned below without which the tender will not be accepted. The



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
68 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

Earnest Money should be deposited in any of the following forms:

- a) E-payment mode has been enabled. The bidders can pay the cost of bid document and

the EMD through electronic mode i.e. credit card/ debit card/ net banking. Provision for NEFT/ RTGS has also been enable, moreover in case the bidder who do not have any

credit card/ debit card or net banking facilities can use NEFT/ RTGS facilities for payment by downloading the challan from the web site and submit the same to nearest bank.

- b) Earnest Money can be submitted in the form of Bank Guarantee from an Indian Nationalized Bank / Schedule Bank / Foreign Bank (in the scheduled list of Reserve Bank of India), irrevocable and operative till the validity of the offer as per enclosed Proforma.

Overseas bidder in case of participation is permitted to submit the Bank Guarantee from Foreign Bank which are included in the scheduled list of Reserve Bank of India, copy of which is annexed in Annexure-F. However, any Foreign Bank not mentioned here but subsequently included in the scheduled list of RBI in the course of bidding shall be accepted. Such inclusion of Bank's name to be obtained from the website of RBI – www.rbi.org.in.

The Bank Guarantee currency shall be same as currency of Price Bid. In case the bidder arranges to submit BG in INR from Nationalized or Schedule Bank through their trade relation and quote the bid in USD/EURO, the same shall be accepted.

- c) Earnest money can also be deposited through E-payment to Damodar Valley corporation ,A/c No..... ,Name of prescribed bank....., branch....., IFSC code No....., MICR code No..... The bidder is required to furnish the transaction reference No. for the e- payment made to DVC.
- d) DVC Bonds duly endorsed in favour of DVC.
- e) Attested photocopy of certificate issued by DVC as permanent EMD account holder.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
69 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

- f) Post Office National Savings Certificate having face value equal to the EMD value and duly endorsed in favour of DVC.
- a) Pay Order/DD to be made in favour of Damodar Valley Corporation.
- b) No Bank Guarantee shall be accepted for EMD amount up to Rs. 50,000/-However, EMD exceeding Rs.50000/- may be accepted in any of the above forms.

The offer accompanied by B.G. against EMD will only be considered valid on acceptance of the Bank Guarantee. The offer not accompanied by EMD or specified EMD in proper form as defined above shall not be considered as valid tender for opening provided necessary stipulations are made in the NIT.

- i) Earnest Money will be refunded only to the unsuccessful Tenderer within 15 days after finalisation of Tender and no interest will be paid for the same.
- ii) The amount of Earnest Money will be refunded to the successful tenderer, after acceptance of their Security Deposit-cum-Performance B.G. / successful completion of the order.

2. OFFER VALIDITY:

Quotation must be kept valid for at least 90/180 days or as decided by Tender Inviting Authority from the date of opening of the Enquiry / Tender and to be indicated in the NIT. If any bidder offers bid having validity shorter than that asked in the NIT, bid should not be rejected out rightly. Bidder should be persuaded to accept NIT stipulation.

3. PRICE BASIS:

Price mentioned in the Purchase Order/Work Order/Turnkey Project Contracts shall be firm till execution of the contract unless stated otherwise.

The bids may be invited either on 'firm price basis' or on 'variable price basis', but not on both. Tender Inviting Authority may invite any or all the items / components in supply / works / turnkey project tenders on 'variable price basis' i.e. few items / components of a NIT may be on 'Variable price' basis and remaining items / components of the same NIT may be on 'firm price basis'.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
70 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

The bids may be invited on variable price basis. In such cases Standard Price Variation Formula, based on PV formula published by IEEMA / CACMAI or similar recognised sources or adopted by power utilities like NTPC / PGCIL etc. shall be indicated in the bid document. Bid document shall also indicate the standard source of different indices (for labour / material / exchange rate etc.) used in the PV formula for purpose of calculation of variable component. The base date for different indices for the purpose of calculating price variation will normally be considered 30 days prior to the last date of submission of price bid or as indicated in the bid document.

The cut-off date for different indices in the PV formula for the purpose of calculating price variation may be considered as 2 to 4 months ahead of scheduled delivery period or as decided by TIA to be indicated component-wise in the bid document. The PV formula shall be stipulated by DVC in the bid document with or without any ceiling limit as decided by Tender Inviting Authority. In case of non-publication of applicable indices on a particular date, which happens to be applicable date for price adjustment purposes, the published indices prevailing immediately prior to the particular date will be applicable.

Such bids shall be evaluated on the basis of offered price without any loading on account of price variation. In case a specific ceiling limit is mentioned in the bid document, payment shall, however, be restricted to the actual extent of variation that would take place limited to the ceiling limit. For bids on variable price basis without any ceiling limit, payment will also be effected on actuals as per PV formula without any ceiling limit.

No price variation beyond scheduled contractual delivery/completion period will be allowed. Where it has been there shall also be no price variation on the advance payment component, if any.

In case of any bidder offering firm price against NIT stipulation of variable price basis or variable price against NIT stipulation of firm price basis, it will be considered as deviation and bidder shall declare the cost of withdrawal of the same along with the price bid, failing which the offer will be considered unresponsive and to be rejected.

4. TAXES, LEVIES AND DUTIES:

Manufacturers/ Contractors/Service Providers /Suppliers shall quote statutory taxes and duties (GST, BOCW etc.) as applicable on the date of bid opening and shall be shown separately in the



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
71 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

offer. This shall be to the account of the Damodar Valley Corporation (DVC), at actual limited to the amount as quoted by the Bidder, unless otherwise mentioned in the Purchase Order / Work Order. Any upward/downward variation in statutory taxes and duties after bid opening and up to the scheduled delivery period / work completion period shall be to the Damodar Valley Corporation account. Since such statutory taxes shall be on the account of DVC, benefits of any decrease in the same shall be retained by the DVC irrespective of decrease taking place during period of submission of bid and opening of bid. Taxes & duties shall always be paid as applicable. Extra Tax liabilities due to any upward variation in statutory taxes and duties beyond the contractual delivery period / work completion period will be attributable to the vendor. Any new taxes & duties imposed by statutory bodies after opening of the bid as applicable will be to the account of DVC as per rate ruling within contractual delivery period / work completion period, if applicable. Changes in the tax rate dependant on the volume of turn over Shall not be payable by DVC and to be payable by the bidder.

5. CLARIFICATIONS ON BID DOCUMENT:

Bidder may seek clarifications on the bidding documents (GCC + SCC, if any + Technical Specification Booklet + NIT {Tender Notice} along with annexure + Proforma & Check List of BG against EMD), if required, upto 7 days before the scheduled bid opening date. Any clarification sought by the bidders must be sent in writing to the Tender Inviting Authority.

Besides this, a Pre-bid Conference may also be held at the Tender Inviting Office at the discretion of Tender Inviting Authority. If agreed by Tender Inviting Authority, date, time and place for holding the Pre-bid Conference to be mentioned in the bidding document (NIT).

6. AMENDMENT OF BIDDING DOCUMENTS:

At any time prior to the deadline for submission of bids, the owner may, for any reason, whether at its own initiative, or in response to the clarifications requested by the prospective Bidders, amend the bidding documents except QR after due approval of Tender Inviting Authority.

The amendment will be notified in writing or by telephone/fax/e-mail to all prospective Bidders that have received the bidding documents and will be binding on them. Bidders are required to immediately acknowledge receipt of any such amendment, and it will be assumed that the information contained therein have been taken into account by the Bidder in his bid.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
72 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

In order to give reasonable time to prospective bidders to take the amendment into account in preparing their bid, the owner may, at his discretion, extend the deadline for the submission of bids.

Any addendum/corrigendum/extension, if required, pertaining to Open NIT published through press advertisement will be hoisted in DVC website only and will not be published in Newspaper again. Bidders may be requested to visit DVC website regularly for any addendum/corrigendum/extension till opening of said NITs. This stipulation to be incorporated in the original press advertisement for the NIT.

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

7. PRICE BID EVALUATION PROCEDURE:

Please refer BID EVALUATION PROCEDURE (Price Part):

8. MOBILIZATION ADVANCE/ADVANCE:

Advance payment is normally discouraged. In exceptional circumstances, interest-bearing advance to the extent of 10% of contract price may be given against submission of a BG taken towards security of the advance should be at least 110% of advance so as to recovery of not only principal amount but also interest portion if so required.

The BG wherever applicable should be valid up to the date of completion of works/supply and acceptance thereof.

Advance should not be paid in less than two equal instalments except in special circumstances for that reasons to be recorded.

A clause in the tender enquiry to be incorporated that the interest free advance would be deemed as interest bearing advance at a base rate of SBI plus 3.5% if the contract is terminated due to default of the contractor. However rate of interest should be applied for calculation of



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
73 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

interest on the advance amount in reset basis (i.e. not fixed rate of interest, it may go on changing during the period of advance remain unadjusted) based on the change of base rate time to time.

Advance should be recovered within the original completion time.

9. OTHER ADVANCE:

Provision for 100% advance (interest free) may also be allowed in dealing with procurement on single tender basis from CPSU/Govt. controlled autonomous Organisation / Universities / Laboratories/ Reputed Private Manufacturer as OEM etc.

The payment of advance is normally discouraged. The advance payment, in exceptional cases, may be given to the extent of 10% of total ordered value against submission of a Bank Guarantee of equivalent amount (on account of advance) and the same should have sufficient validity covering the full delivery period / full completion period and final payment thereof. Rate of interest of advance should be package specific and commensurate with the market rate.

10. PAYMENT THROUGH RTGS/NEFT:

All payments to the vendors will be released through RTGS/EFT only. Vendors are requested to submit the requisite details as per Annexure E.

The contractor/vendor shall furnish the following certificate to the Paying Authority along with each invoice/bill against payment for supplies made against any supply order/RC with longer completion period (more than a year), if the same is placed on firm price basis. 'I / we certify that there has been no reduction in the sale price of the stores of description identical to this item, supplied to any person/organization and such stores have not been offered/sold by me/us to any person/organization at a price lower than the price charged under this contract upto the date of this bill.'

11. PURCHASE PREFERENCE:



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
74 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

At present DVC, an autonomous body under Ministry of Power, GOI is granted exemption from Purchase Preference Policy vide GOI OM dated 18-07-2005. However, any change in Govt. Policy/Directives on this subject will be applicable.

12. SOURCE OF SUPPLY:

The Vendor shall ensure that the indigenous capacity is utilized to the fullest extent possible in execution of the order. Where the imports are unavoidable, the Vendor shall import all such items in good time against his own import licence without affecting the contractual delivery schedule.

13. ELIGIBILITY CRITERIA OF JOINT VENTURE/ASSOCIATES IN TURNKEY CONTRACT:

- i) The bidder shall be a joint venture company incorporated in India and registered under the Companies Act 1956, 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 company gets qualified shall have minimum 26% equity in the JV company. 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 award, the said promoter company (ies) shall be required to give separate on demand bank guarantee for an amount equal to 1% of the total contract price in addition to the contract performance guarantee of 3% of contract value. The performance security shall be provided by all partners in proportion to their participation in the project. No JVC partner shall be allowed to bid independently or as a member in a consortium for this bid.
- ii) Bidders may take part in the bidding process with associates, provided he associates with a single firm for covering the any deficiency of QR part of individual bidder specified at NIT. In such a case the bidder shall furnish undertaking jointly executed by him and his associate for successful performance of the relevant system along with the bid. In case of award, associate shall be required to furnish bank guarantee for 3.0% (three percent) of contract price of the work value in addition to the contract performance guarantee of 03% (three percent) of contract value to be furnished by the bidder.
- iii) In case, bidder is a JVC and does not meet financial requirements stated at NIT, the financial capability of at least one of the JVC partners on whose experience the qualification is sought, shall meet the financial QR.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
75 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

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.

iv) All the partners of the Joint Venture Companies 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 authorisation mentioned under (IV) above.

v) 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 as indicated in (iii), (iv) & (v) may be suitably structured by our Legal Department.

14. SELECTION OF SUB VENDORS FOR TURNKEY CONTRACTS / PACKAGES:

Approved list of Sub-vendors will be indicated in the bidding documents for QR and non-QR items of supply.

For non-critical items, there may not be enlisted Sub-vendors for every item and the supply shall be accepted as per related standards, approved sample, and satisfactory inspection, wherever applicable.

The bidders are, permitted to propose new/different Sub Vendor for approval of DVC in the pre and post bid stage.

If any new sub-vendor is proposed by the bidder, it may be approved and if it is acceptable on consideration that the proposed Sub Vendor made previous supplies to DVC or is included in the approved list in any other DVC / PGCIL / NTPC Project for similar supply.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
76 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

In case the proposed Sub Vendor is found to meet the QR and is neither in the approved list nor has made any previous supply to DVC, appropriate decision may be taken by the concerned Chief Engineer in consideration of documents furnished by the sub-vendor and further assessment, if required, may be done in the pre-award/post award stage.

For non-QR items of supply, if new Sub Vendor is proposed by the bidder, it will be obligatory on the part of bidder to furnish the details / documents in support of their claim which would be reviewed and appropriate decision taken. In the event of further assessment of credential of Sub Vendor being felt necessary beyond the document furnished by the bidders, it shall be dealt with during post award stage.

Normally no separate QR may be stipulated for sub-contracting of erection works. In cases, where Sub-contractor for erection job is proposed by the bidder, the qualification of the proposed Sub-Contractor may be examined keeping in view the qualification requirement applicable for the quantum of job proposed to be sub-contracted and other relevant aspects related to the site condition and overall responsibility of the contractor.

Note for approval of Sub-contractor (In case of Works or Services) / Sub-Vendor (In cases of Supply):

For O&M Contract/ Over Hauling Contract, HOP/HOD shall approve the list of Sub-contractor/Sub-Vendor on recommendation of local FQA.

For other Contracts including EPC Contract awarded from HQ, Head (QC&I Department) shall approve the list of Sub-vendors (In cases of Supply) and HOP/HOD shall approve the Sub-Contractors (In case of Works or Services) on recommendation of local FQA.

For other Contracts including EPC Contract awarded from respective site, HOP/HOD shall approve the Sub-Contractors/ Sub-Vendors on recommendation of local FQA.

15. SPARE PARTS, OILS & LUBRICANTS:

Wherever applicable, the Vendor shall furnish item wise price list of spare parts required for two years operation of the equipment ordered. The Vendor shall also provide the necessary instructions and drawings to identify the spare part numbers and their location as well as an interchangeability chart. The Vendor shall recommend the quality of oils and lubricants



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
77 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

required to be used to the operation of the equipment supplied under this Order for a continuous operation for a period of at least one year.

16. LIMITATIONS OF LIABILITY:

Except in cases of criminal negligence or wilful misconduct,

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

And

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

17. PACKING AND MARKING:

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

All packages and unpacked materials shall be marked on at least two places indicating the name of the Purchaser/ Consignee, Purchase Order No., gross & net weights and dimensions with indelible paint in English. In case of bundles, metallic plates marked with the above details shall be tagged. All packages containing harmful/ hazardous materials should be prominently marked.

All goods should be despatched as per the relevant terms of the Purchase Order. In case any mode of transports has to be resorted to other than that mentioned in the Purchaser Order,



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
78 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

the same should be done only after obtaining prior approval in writing from the Purchaser. All movement sanctions, loading permissions etc. from the railway or other authorities shall be obtained by the Vendor. The vendor should also take care of the odd-size consignments and their clearances involved. The Vendor shall communicate the relevant dispatch particulars immediately on dispatch by telex/telegram to the consignee as specified in the Purchase Order.

The Vendor shall also forward original and copies of dispatch documents to the concerned authorities as required in the Purchase Order within two days from the date of despatch, failing which the Vendor shall be responsible for any delay in payments of consignment for want of documents and consequent demurrage, detention charges, etc.

18. MODE OF DESPATCH:

Vendor shall despatch the materials as per schedule mode of despatch as indicated in the purchase order/contract and any violations to this effect without taking prior written approval from the purchaser/owner is not permissible. If it is dispatched without per mission , all risk and cost is to borne by the vendor.

19. ACCEPTANCES:

The Vendor shall return the duplicate copy of the Purchase Order / contract / Work Order and the other enclosed documents duly signed with seal and date as a mark of acceptance, within 15 days from the date of issuance of the order to the Order Issuing Authority.

20. SETTLEMENT OF DISPUTES & ARBITRATION:

If any dispute of any kind whatsoever shall arise between DVC and the Contractor in connection with the Contract, the parties shall seek to resolve any such dispute by Mutual Consultation. On failure of Mutual Consultation, the same shall be taken up by either party only through AMRCD [for dispute with CPSE/ Government Departments as Contractor] or to CCIE [for dispute other than CPSE/ Government Departments and disputed amount exceeds Rs. 10.0 Crs. and on agreement of the Contractor/ vendor], or through Adjudication and subsequent arbitration for other cases. Moreover, in cases of disputes pending before the Arbitration Tribunals or the Courts, the parties may opt for CCIE on agreement of both parties and only in the event of the parties withdrawing from such arbitration proceedings and undertaking to forego their rights to proceed further arbitration in the subject matter. The detailed procedures are as follows:

20.1 Mutual Consultation between Parties:

If the executing department and the Contractor fails to resolve the dispute or difference, then the Contractor may refer the dispute in writing for settlement of such dispute or difference



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
79 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

through Mutual Consultation to the concerned Head of Project of DVC (in case of tender issued from site)/ concerned Chief Engineer of executing department (in case of tender issued from H/Q).

The concerned Head of Project of DVC (in case of tender issued from site) / concerned Chief Engineer of executing department (in case of tender issued from H/Q) shall send a communication within 7 working days thereby inviting the Contractor to depute a team of their representatives to interact with Chief Engineer (C&M)-HQ.

Chief Engineer (C&M)-HQ will obtain the details and examine the correspondence of either parties relating to disputes, normally within 10 days. They may hold discussions with the team of Contractor and Head of Project of DVC or his authorized representative (in case of tender issued from site) / concerned Chief Engineer of executing department (in case of tender issued from H/Q) to crystallize the issues; prepare the agenda containing the gist on each dispute and the matter then be put up to Chairman, DVC for settlement of the dispute with the Chairman / CMD of the Contractor.

20.2 Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD):

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) inter se and also between CPSEs and Government Departments (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments) and the parties fail to resolve such a dispute or difference by mutual consultation, then such dispute or difference shall be taken up by either party for its resolution only through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes), as per the prevailing rules/ guidelines issued by Department of Public Enterprises, GOI.

20.3 Conciliation Committees of Independent Experts (CCIE):

If the dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) is not between "Central Public Sector Enterprises (CPSEs) inter se and also not between CPSEs and Government Departments (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments)" and the parties fail to resolve such a dispute or difference by mutual consultation within 30 days from initial dispute reference from the Contractor, then the dispute may be settled through "Conciliation Committees of Independent Experts as formed by MoP, GOI (only for the Contract having disputed amount exceeds Rs. 10 Crs. considering the claim and counter claim of the parties and conciliation request through CCIE has been raised by the contractor)".

The procedure of CCIE shall not be treated as alternate arbitration proceedings where both parties come with Statement of claims/defence, arguments/counter arguments, rejoinders, written submissions etc., aided by their respective lawyers. The forum of CCIE is a conciliation forum, where mutual give and take constitutes the essence, rather than strict legal positions of the parties. Hence, the parties are expected to be brief and to the point before the committee with regard to their respective stance and view the exercise in the spirit of conciliation / settlement.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
80 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

The Conciliation process shall be conducted under Part III of the Arbitration and Conciliation Act, 1996. The Conciliation Committee would either be able to resolve and settle and dispute(s) between the parties, or the process may fail. In case of failure of the conciliation process at the level of the Conciliation Committee, the parties may withdraw from conciliation process and take recourse to the laid down legal process of Courts. However, the option of Arbitration would not be available once the conciliation mechanism has been exercised. In the event of the conciliation proceedings being successful, the parties to the dispute would sign the written settlement agreement and the conciliators would authenticate the same. Such settlement agreement would then be binding on the parties in terms of Section 73 of the Arbitration and Conciliation Act, 1996.

After successful conclusion of proceedings, the Parties to the conciliation process, have to undertake and complete all necessary actions for implementation of the terms of settlement within a period of 30 days from execution of settlement agreement, unless a different timeline not exceeding 60 days is agreed upon in settlement agreement. All pending claims of parties, in connection with the dispute, before any other legal forum are to be withdrawn within the said 30 days in pursuance of the settlement agreement.

Once the conciliation process succeeds in reaching a settlement agreement, at the level of the Conciliation Committee, further legal proceedings by DVC will be allowed only after obtaining the approval of Ministry of Power, GOI.

Procedure in cases already pending before the Arbitral Tribunals / Courts:

In cases of disputes pending before the Arbitration Tribunals or the Courts, both of the parties [i.e. DVC and Contractor] need to agree to explore the possibilities of conciliation through the Conciliation Committee of Independent Experts. In case of such agreement, an appropriate reference shall be made to the Conciliation Committee, upon which the Committee shall proceed to examine such reference(s). The option of resolution through conciliation through CCIE would be open only in the event of the parties withdrawing from arbitration proceedings and undertaking to forego their rights to proceed for further arbitration in the subject matter. However, other legal remedies would be open to the parties in the event of the conciliation proceedings not being successful.

20.4 ADJUDICATION and subsequent ARBITRATION:

20.4.1 ADJUDICATION: If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute shall be referred in writing by either party to the Adjudicator, with a copy to the other party.

20.4.2 The Adjudicator shall give its decision in writing to both parties within twenty-eight (28) days of a dispute being referred to it. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either the Employer or the Contractor within fifty-six (56) days of such reference, the decision shall become final and binding upon the Employer and the Contractor. Any decision that has become final and binding shall be implemented by the parties forthwith.

20.4.3 Should the Adjudicator resign or die, or should the Employer and the Contractor agree



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
81 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

that the Adjudicator is not fulfilling its functions in accordance with the provisions of the Contract, another retired Judge of High Court / Supreme Court of India shall be jointly appointed by the Employer and the Contractor as Adjudicator under the Contract. Failing agreement between the two, within twenty-eight (28) days, the new retired Judge of High Court/Supreme Court of India shall be appointed as Adjudicator under the Contract at the request of either party by the Appointing Authority specified in the SCC. The Adjudicator shall be paid fee plus reasonable expenditures incurred in the execution of its duties as Adjudicator under the Contract. These costs shall be divided equally between the Employer and the Contractor.

20.5 ARBITRATION:

20.5.1 If either the Employer or the Contractor is dissatisfied with the Adjudicator's decision, or if the Adjudicator fails to give a decision within twenty-eight (28) days of a dispute being referred to it, then either the Employer or the Contractor may, within fifty-six (56) days of such reference, give notice to the other party, with a copy for information to the Adjudicator, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

20.5.2 Any dispute in respect of which a notice of intention to commence arbitration has been given in accordance with GCC Sub-Clause 20.5.1 shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Facilities.

20.5.3 Any dispute submitted by a party to arbitration shall be heard by an arbitration panel composed of three arbitrators, in accordance with the provisions set forth below.

20.5.4 The Employer and the Contractor shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrators do not succeed in appointing a third arbitrator within twenty-eight (28) days after the latter of the two arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority for arbitrator designated in the SCC.

20.5.5 If one party fails to appoint its arbitrator within forty-two (42) days after the other party has named its arbitrator, the party which has named an arbitrator may request the Appointing Authority to appoint the second arbitrator.

20.5.6 If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws as mentioned in GCC Clause 30 (Governing Law) and a substitute shall be appointed in the same manner as the original arbitrator.

20.5.7 Arbitration proceedings shall be conducted as follows:-

(i) Appointing Authority for Adjudicator: Chairman of DVC.

Appointing Authority for third Arbitrator:

- a) President, Institution of Engineers in case of an Indian Contractor. b) President, International Chambers of Commerce, Paris in case of a Foreign Contractor.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
82 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

(ii) Rules of procedure for arbitration proceedings:

- a) In case of a foreign contractor the arbitration proceeding shall be conducted in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976.
- b) In case of an Indian Contractor, the arbitration proceedings shall be conducted in accordance with Indian Arbitration and Conciliation Act 1996 and amendments thereto.

(iii) The Place for Arbitration shall be: Kolkata, India

20.5.8 The decision of a majority of the arbitrators (or of the third arbitrator chairing the arbitration panel, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.

20.5.9 The arbitrator(s) shall give reasoned award.

20.6 Notwithstanding any reference to the Adjudicator or arbitration herein,

- (a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree
- (b) The Employer shall pay the Contractor any monies due to the Contractor.

21. WORK PROGRAM:

21.1. CONTRACTOR'S ORGANIZATION:

The Contractor shall supply to the Employer and the Project Manager a chart showing the proposed organization to be established by the Contractor for carrying out work. The chart shall include the identities of the key personnel together with the curricula vitae of such key personnel to be employed within twenty-one (21) days of the Effective Date. The Contractor shall promptly inform the Employer and the Project Manager in writing of any revision or alteration of such an organization chart.

21.2. PROGRAM OF PERFORMANCE:

Within twenty-eight (28) days after the date of Notification of Award of Contract, the Contractor shall prepare and submit to the Project Manager a detailed program of performance of the Contract, made in the form of PERT network and showing the sequence in which it proposes to design, manufacture/procure, transport, work at site as well as the date(s) by which the Contractor reasonably requires that the Employer shall have fulfilled its obligations under the Contract so as to enable the Contractor to execute the Contract in accordance with the program



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
83 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

and to achieve Completion of the Facilities in accordance with the Contract. The program so submitted by the Contractor shall accord with the Time Schedule to the Contract Agreement and any other dates and periods specified in the Contract. The Contractor shall update and revise the program as and when appropriate or when required by the Project Manager, but without modification in the times for Completion given in the SCC and any extension granted in accordance with GCC Clause 23, and shall submit all such revisions to the Project Manager.

21.3 PROGRESS REPORT:

The Contractor shall monitor progress of all the activities specified in the program referred to in GCC Sub-Clause 21.2 (Program of Performance) above, and supply a progress report to the Project Manager every month.

The progress report shall be in a form acceptable to the Project Manager and shall also indicate: (a) percentage completion achieved compared with the planned percentage completion for each activity; and (b) where any activity is behind the program, giving comments and likely consequences and stating the corrective action being taken.

21.4 PROGRESS OF PERFORMANCE:

If at any time the Contractor's actual progress falls behind the program referred to in GCC Sub-Clause 21.2 (Program of Performance), or it becomes apparent that it will so fall behind, the Contractor shall, at the request of the Employer or the Project Manager, prepare and submit to the Project Manager a revised program, taking into account the prevailing circumstances, and shall notify the Project Manager of the steps being taken to expedite progress so as to attain Completion of the Facilities within the Time for Completion under GCC Clause 13 (Time for Commencement and Completion), or any extended period as may otherwise be agreed upon between the Employer and the Contractor.

21.5 WORK PROCEDURES:

The Contract shall be executed in accordance with the Contract Documents and the procedures given in the section on Forms and Procedures of the Contract Documents.

If agreed between the Employer and the Contractor, the Contractor may execute the Contract in accordance with its own standard project execution plans and procedures to the extent that they do not conflict with the provisions contained in the Contract.

21.6 MAINTENANCE OF RECORDS OF WEEKLY PROGRESS REVIEW MEETINGS AT SITE:

The Contractor shall be required to attend all weekly progress review meetings organized by the 'Project Manager' or his authorised representative. The deliberations in the meetings shall inter-alia include the weekly program, progress of work (including details of manpower, tools and plants deployed by the contractor vis-a-vis agreed schedule), inputs to be provided by Employer, delays, if any and recovery program, specific hindrances to work and work instructions by Employer. The minutes of the weekly meetings shall be recorded in triplicate in a numbered register available with the Project Manager or his authorized representative. These recordings shall be jointly signed by the Project Manager or his authorized



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
84 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

representative and the Contractor and one copy of the signed records shall be handed over to the Contractor".

22. TRANSFER OF OWNERSHIP:

22.1 Ownership of the Contractor's Equipment used by the Contractor and its Subcontractors in connection with the Contract shall remain with the Contractor or its Subcontractors.

22.2 **Disposal of surplus material:** Ownership of any goods/materials in excess of the requirements for the Facilities (i.e. surplus material) shall revert to the Contractor upon Completion of the Facilities or at such earlier time when the Employer and the Contractor agree that the goods/materials in question are no longer required for the Facilities. The Contractor shall remove from the site such surplus material brought by him in pursuance of the Contract, subject to the Contractor producing the necessary clearance from the relevant authorities (Custom, Excise etc.), if required by the law, in respect of re-export or disposal of the surplus material locally.

The liability for the payment of the applicable taxes/duties, if any, on the surplus material so re-exported and / or disposed locally shall be that of the Contractor.

The Contractor shall also indemnify to keep the Employer harmless from any act of omission or negligence on the part of the Contractor in following the statutory requirements with regard to removal/disposal of surplus material. The Indemnity Bond shall be furnished by Contractor as per proforma. Further, in case the laws require the Employer to take prior permission of the relevant Authorities before handing over the surplus material to the Contractor, the same shall be obtained by the Contractor on behalf of the Employer.

22.3 Notwithstanding the transfer of ownership of the goods/materials, the responsibility for care and custody thereof together with the risk of loss or damage thereto shall remain with the Contractor hereof until Completion of the Facilities or the part thereof in which such goods/materials are incorporated.

22.4 In case of where the Employer hands over his goods/materials/Equipment to the Contractor for executing the Contract, then the Contractor shall, at the time of taking delivery of the goods/materials/Equipment through Bill of Lading or other despatch documents, furnish Trust Receipt for goods/materials/Equipment and also execute an Indemnity Bond in favour of the Employer for keeping the equipment in safe custody and to utilise the same exclusively for the purpose of the said Contract.

23. CHANGES IN THE FACILITIES:

23.1 INTRODUCING A CHANGE:

23.1.1 The Employer shall have the right to propose, and subsequently require, that the Project Manager order the Contractor from time to time during the performance of the Contract to make any change, modification, addition or deletion to, in or from the Facilities (hereinafter called "Change"), provided that such Change falls within the general scope of the Facilities and does not constitute unrelated work and that it is technically practicable, taking into account



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
85 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

both the state of advancement of the Facilities and the technical compatibility of the Change envisaged with the nature of the Facilities as specified in the Contract .

23.1.2 The Contractor may from time to time during its performance of the Contract propose to the Employer (with a copy to the Project Manager) any Change that the Contractor considers necessary or desirable to improve the quality, efficiency or safety of the Facilities. The Employer may at its discretion approve or reject any Change proposed by the Contractor.

23.1.3 Notwithstanding GCC Sub-Clauses 23.1.1 and 23.1.2, no change made necessary because of any default of the Contractor in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Completion.

23.1.4 The procedure on how to proceed with and execute Changes is specified in GCC Sub Clauses 23.2 and 23.3.

23.2 CHANGES ORIGINATING FROM EMPLOYER:

23.2.1 If the Employer proposes a Change pursuant to GCC Sub-Clause 23.1.1, 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 any other provisions of the Contract.

23.2.2 The pricing of any Change shall, as far as practicable, 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 agree on specific rates for the valuation of the Change.

23.2.3 If before or during the preparation of the Change Proposal it becomes apparent that the aggregate effect of compliance therewith and with all other Change Orders that have already become binding upon the Contractor under this GCC Clause 23 would be to increase or decrease the Contract Price as originally set forth in Contract Price of the Contract Agreement, the Contractor may give a written notice of objection thereto prior to furnishing the Change Proposal as aforesaid. If the Employer accepts the Contractor's objection, the Employer and the Contractor shall agree on specific rates for valuation of the change.

23.2.4 Upon receipt of the Change Proposal, the Employer and the Contractor shall mutually agree upon all matters therein contained including agreement on rates if such rates are not available in the Contract or if the limit set forth in Clause 23.2.3 has been exceeded. Within fourteen (14) days after such agreement, the Employer shall, if it intends to proceed with the Change,



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
86 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

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 decides not to proceed with the Change for whatever reason, it shall, within the said period of fourteen (14) days, notify the Contractor accordingly.

23.2.5 If the Employer and the Contractor cannot reach agreement on the price for the Change, an equitable adjustment to the Time for Completion, or any other matters identified in the Change Proposal, the Employer may nevertheless instruct the Contractor to proceed with the Change by issue of a "Pending Agreement Change Order."

Upon receipt of a Pending Agreement Change Order, the Contractor shall immediately proceed with effecting the Changes covered by such Order. The parties shall thereafter attempt to reach agreement on the outstanding issues under the Change Proposal.

If the parties cannot reach agreement within sixty (60) days from the date of issue of the Pending Agreement Change Order, then the matter may be referred to the Adjudicator in accordance with the provisions of GCC Sub-Clause 20.1 (Adjudicator).

23.3 CHANGES ORIGINATING FROM CONTRACTOR:

23.3.1 If the Contractor proposes a Change pursuant to GCC Sub-Clause 23.1.2, the Contractor shall submit to the Project Manager a written "Application for Change Proposal," giving reasons for the proposed Change and including the information specified in GCC Sub-Clause 23.2.1.

Upon receipt of the Application for Change Proposal, the parties shall follow the procedures outlined in GCC Sub-Clauses 23.2.4 and 23.2.5

24 TERMINATION:

24.1 TERMINATION FOR EMPLOYER'S CONVENIENCE:

24.1.1 The Employer may at any time terminate the Contract for any reason by giving the Contractor a notice of termination that refers to this GCC Sub-Clause 24.1.

24.1.2 Upon receipt of the notice of termination under GCC Sub-Clause 24.1.1, the Contractor shall either immediately or upon the date specified in the notice of termination

(a) cease all further work, except for such work as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition

(b) Terminate all subcontracts, except those to be assigned to the Employer pursuant to



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
87 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

paragraph (d)(ii) below

- (c) Remove all Contractor's Equipment from the Site, repatriate the Contractor's and its Subcontractors' personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition
- (d) In addition, the Contractor, subject to the payment specified in GCC Sub-Clause 24.1.3, shall
 - (i) Deliver to the Employer the parts of the Facilities executed by the Contractor up to the date of termination
 - (ii) To the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Facilities and to the Plant and Equipment as at the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Subcontractors
 - (iii) Deliver to the Employer all non-proprietary drawings, specifications and other documents prepared by the Contractor or its Subcontractors as at the date of termination in connection with the Facilities.

24.1.3 In the event of termination of the Contract under GCC Sub-Clause 24.1.1, the Employer shall pay to the Contractor the following amounts:

- (a) the Contract Price, properly attributable to the parts of the Facilities executed by the Contractor as of the date of termination
- (b) the costs reasonably incurred by the Contractor in the removal of the Contractor's Equipment from the Site and in the repatriation of the Contractor's and its Subcontractors' personnel
- (c) any amounts to be paid by the Contractor to its Subcontractors in connection with the termination of any subcontracts, including any cancellation charges
- (d) costs incurred by the Contractor in protecting the Facilities and leaving the Site in a clean and safe condition pursuant to paragraph (a) of GCC Sub-Clause 24.1.2
- (e) the cost of satisfying all other obligations, commitments and claims that the Contractor may in good faith have undertaken with third parties in connection with the Contract and that are not covered by paragraphs (a) through (d) above.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
88 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

24.2 TERMINATION FOR CONTRACTOR'S DEFAULT:

24.2.1 The Employer, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefore to the Contractor, referring to this GCC Sub-Clause 24.2:

- (a) if the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt
- (b) if the Contractor assigns or transfers the Contract or any right or interest therein in violation of the provision of GCC Clause 23 (Assignment).
- (c) if the Contractor, in the judgement of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Sub-Clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

24.2.2 If the Contractor

- (a) has abandoned or repudiated the Contract
- (b) has without valid reason failed to commence work on the Facilities promptly or has suspended (other than pursuant to GCC Sub-Clause 24.2) the progress of Contract performance for more than twenty-eight (28) days after receiving a written instruction from the Employer to proceed
- (c) persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause
- (d) refuses or is unable to provide sufficient materials, services or labour to execute and complete the Facilities in the manner specified in the program furnished under GCC Clause 21.2 (Program of Performance) at rates of progress that give reasonable assurance to the Employer that the Contractor can attain Completion of the Facilities by the Time for Completion as extended then the Employer may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the Employer



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
89 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

may terminate the Contract forthwith by giving a notice of termination to the Contractor that refers to this GCC Sub-Clause 24.2.

24.2.3 Upon receipt of the notice of termination under GCC Sub-Clauses 24.2.1 or 24.2.2, the

Contractor shall, either immediately or upon such date as is specified in the notice of termination,

- (a) cease all further work, except for such work as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition
- (b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d) below
- (c) deliver to the Employer the parts of the Facilities executed by the Contractor up to the date of termination
- (d) to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Works and to the Plant and Equipment as at the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Subcontractors
- (e) deliver to the Employer all drawings, specifications and other documents prepared by the Contractor or its Subcontractors as at the date of termination in connection with the Facilities.

24.2.4 The Employer may enter upon the Site, expel the Contractor, and complete the Facilities itself or by employing any third party. The Employer may, to the exclusion of any right of the Contractor over the same, take over and use with the payment of a fair rental rate to the Contractor, with all the maintenance costs to the account of the Employer and with an indemnification by the Employer for all liability including damage or injury to persons arising out of the Employer's use of such equipment, any Contractor's Equipment owned by the Contractor and on the Site in connection with the Facilities for such reasonable period as the Employer considers expedient for the supply and work of the Facilities.

Upon completion of the Facilities or at such earlier date as the Employer thinks appropriate, the Employer shall give notice to the Contractor that such Contractor's Equipment will be returned to the Contractor at or near the Site and shall return such Contractor's Equipment to the Contractor in accordance with such notice. The Contractor shall thereafter without delay and at its cost remove or arrange removal of the same from the Site.

24.2.5 Subject to GCC Sub-Clause 24.2.6, the Contractor shall be entitled to be paid the Contract Price attributable to the Facilities executed as at the date of termination, the value of any unused or partially used Plant and Equipment on the Site, and the costs, if any, incurred in protecting the Facilities and in leaving the Site in a clean and safe condition pursuant to paragraph (a) of GCC Sub-Clause 24.2.3. Any sums due to the Employer from the Contractor accruing prior to the date of termination shall be deducted from the



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
90 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

amount to be paid to the Contractor under this Contract.

24.2.6 If the Employer completes the Facilities, the cost of completing the Facilities by the Employer shall be determined.

If the sum that the Contractor is entitled to be paid, pursuant to GCC Sub-Clause 24.2.5, plus the reasonable costs incurred by the Employer in completing the Facilities, exceeds the Contract Price, the Contractor shall be liable for such excess.

If such excess is greater than the sums due to the Contractor under GCC Sub-Clause 24.2.5, the Contractor shall pay the balance to the Employer, and if such excess is less than the sums due to the Contractor under GCC Sub-Clause 24.2.5, the Employer shall pay the balance to the Contractor.

The Employer and the Contractor shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.

24.3 TERMINATION BY CONTRACTOR:

24.3.1 If

- (a) the Employer has failed to pay the Contractor any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause pursuant to Terms and Procedures of Payment of the Contract Agreement, or commits a substantial breach of the Contract, the Contractor may give a notice to the Employer that requires payment of such sum, requires approval of such invoice or supporting documents, or specifies the breach and requires the Employer to remedy the same, as the case may be. If the Employer fails to pay such sum, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Contractor's notice, or
- (b) the Contractor is unable to carry out any of its obligations under the Contract for any reason attributable to the Employer, including but not limited to the Employer's failure to provide possession of or access to the Site or other areas or failure to obtain any governmental permit necessary for the execution and/or completion of the Facilities which the Employer is required to obtain as per provision of the Contract or as per relevant applicable laws of the country, then the Contractor may give a notice to the Employer thereof, and if the Employer has failed to pay the outstanding sum, to approve the invoice or supporting documents, to give its reasons for withholding such approval, or to remedy the breach within twenty-eight (28) days of such notice, or if the Contractor is still unable to carry out any of its obligations under the Contract for any reason attributable to the Employer within twenty-eight (28) days of the said notice, the Contractor may by a further notice to the Employer referring to this GCC Sub-Clause 24.3.1, forthwith terminate the Contract.

24.3.2 The Contractor may terminate the Contract forthwith by giving a notice to the Employer to that



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
91 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

effect, referring to this GCC Sub-Clause 24.3.2, if the Employer becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, being a corporation, if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Employer takes or suffers any other analogous action in consequence of debt.

24.3.3 If the Contract is terminated under GCC Sub-Clauses 24.3.1 or 24.3.2, then the Contractor shall immediately

- (a) cease all further work, except for such work as may be necessary for the purpose of protecting that part of the Facilities already executed, or any work required leaving the Site in a clean and safe condition
- (b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d)(ii)
- (c) remove all Contractor's Equipment from the Site and repatriate the Contractor's and its Subcontractor's personnel from the Site
- (d) In addition, the Contractor, subject to the payment specified in GCC Sub-Clause 24.3.4, shall
 - (i) deliver to the Employer the parts of the Facilities executed by the Contractor up to the date of termination
 - (ii) to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Facilities and to the Plant and Equipment as of the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Subcontractors
 - (iii) deliver to the Employer all drawings, specifications and other documents prepared by the Contractor or its Subcontractors as of the date of termination in connection with the Facilities.

24.3.4 If the Contract is terminated under GCC Sub-Clauses 24.3.1 or 24.3.2, the Employer shall pay to the Contractor all payments specified in GCC Sub-Clause 24.1.3, and reasonable compensation for all loss or damage sustained by the Contractor arising out of, in connection with or in consequence of such termination.

24.3.5 Termination by the Contractor pursuant to this GCC Sub-Clause 24.3 is without prejudice to any other rights or remedies of the Contractor that may be exercised in lieu of or in addition to rights conferred by GCC Sub-Clause 24.3.

24.4 In this GCC Clause 24, the expression "Facilities executed" shall include all work executed, Installation Services provided, any or all Plant and Equipment acquired (or subject to a legally



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
92 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

binding obligation to purchase) by the Contractor and used or intended to be used for the purpose of the Facilities, up to and including the date of termination.

- 24.5 In this GCC Clause 24, in calculating any monies due from the Employer to the Contractor, account shall be taken of any sum previously paid by the Employer to the Contractor under the Contract, including any advance payment paid pursuant to Terms and Procedures of Payment to the Contract Agreement.

25. CONFIDENTIAL INFORMATION:

- 25.1 The Employer and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Subcontractor(s) such documents, data and other information it receives from the Employer to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Contractor under this GCC Clause 25.
- 25.2 The Employer shall not use such documents, data and other information received from the Contractor for any purpose other than execution of the Contract and operation and maintenance of the Facilities. Similarly, the Contractor shall not use such documents, data and other information received from the Employer for any purpose other than the design, procurement, construction or such other work and services as are required for the performance of the Contract.
- 25.3 The obligation of a party under GCC Sub-Clauses 25.1 and 25.2 above, however, shall not apply to that information which
- (a) now or hereafter enters the public domain through no fault of that party
 - (b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto
 - (c) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 25.4 The above provisions of this GCC Clause 25 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Facilities or any part thereof.
- 25.5 The provisions of this GCC Clause 25 shall survive termination, for whatever reason, of the Contract.

26. REPRESENTATIVES:



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
93 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

26.1 PROJECT MANAGER:

If the Project Manager is not named in the Contract, then within fourteen (14) days of the Effective Date, the Employer shall appoint and notify the Contractor in writing of the name of the Project Manager. The Employer may from time to time appoint some other person as the Project Manager in place of the person previously so appointed, and shall give a notice of the name of such other person to the Contractor without delay. The Employer shall take reasonable care to see that no such appointment is made at such a time or in such a manner as to impede the progress of work. The Project Manager shall represent and act for the Employer at all times during the currency of the Contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Project Manager, except as herein otherwise provided.

All notices, instructions, information and other communications given by the Contractor to the Employer under the Contract shall be given to the Project Manager, except as herein otherwise provided.

26.2 CONTRACTOR'S REPRESENTATIVE & CONSTRUCTION MANAGER:

26.2.1 If the Contractor's Representative is not named in the Contract, then within fourteen (14) days of the Effective Date, the Contractor shall appoint the Contractor's Representative and shall request the Employer in writing to approve the person so appointed. If the Employer makes no objection to the appointment within fourteen (14) days, the Contractor's Representative shall be deemed to have been approved. If the Employer objects to the appointment within fourteen (14) days giving the reason therefore, then the Contractor shall appoint a replacement within fourteen (14) days of such objection, and the foregoing provisions of this GCC Sub-Clause 26.2.1 shall apply thereto.

26.2.2 The Contractor's Representative shall represent and act for the Contractor at all times during the currency of the Contract and shall give to the Project Manager all the Contractor's notices, instructions, information and all other communications under the Contract.

All notices, instructions, information and all other communications given by the Employer or the Project Manager to the Contractor under the Contract shall be given to the Contractor's Representative or, in its absence, its deputy, except as herein otherwise provided.

The Contractor shall not revoke the appointment of the Contractor's Representative without the Employer's prior written consent, which shall not be unreasonably withheld. If the Employer consents thereto, the Contractor shall appoint some other person as the Contractor's Representative, pursuant to the procedure set out in GCC Sub-Clause 26.2.1.

26.2.3 The Contractor's Representative may, subject to the approval of the Employer (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Contractor's Representative, and shall specify the powers, functions and

authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to the Employer and the Project Manager.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
94 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with this GCC Sub-Clause 26.2.3 shall be deemed to be an act or exercise by the Contractor's Representative.

- 26.2.3.1 Notwithstanding anything stated in GCC Sub-clause 26.1 and 26.2.1 above, for the purpose of execution of contract, the Employer and the Contractor shall finalise and agree to a Contract Co-ordination Procedure and all the communication under the Contract shall be in accordance with such Contract Co-ordination Procedure.
- 26.2.4 From the commencement of work at the Site until completion, the Contractor's Representative shall appoint a suitable person as the construction manager (hereinafter referred to as "the Construction Manager"). The Construction Manager shall supervise all work done at the Site by the Contractor and shall be present at the Site throughout normal working hours except when on leave, sick or absent for reasons connected with the proper performance of the Contract. Whenever the Construction Manager is absent from the Site, a suitable person shall be appointed to act as his or her deputy.
- 26.2.5 The Employer may by notice to the Contractor object to any representative or person employed by the Contractor in the execution of the Contract who, in the reasonable opinion of the Employer, may behave inappropriately, may be incompetent or negligent, or may commit a serious breach of the Site regulations provided under GCC Sub-Clause 32.3. The Employer shall provide evidence of the same, whereupon the Contractor shall remove such person from the Facilities/Site.
- 26.2.6 If any representative or person employed by the Contractor is removed in accordance with GCC Sub-Clause 26.2.5, the Contractor shall, where required, promptly appoint a replacement.

Policy for withholding and Banning of Business Dealings

DEBARMENT:

Registration of suppliers/ contractors/ consultants/ service providers and their eligibility to participate in DVC's procurements is subject to **compliance with Code of Integrity for Public Procurement and good performance in contracts.**

Debarment from Bidding: -

- I. A bidder shall be debarred if he has been convicted of an offence –
 - a) Under the Prevention of Corruption Act, 1988; or



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
95 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

- b) The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- II. A bidder debarred under sub-section (I) or any successor of the bidder shall not be eligible to participate in a procurement process of DVC for a period not exceeding three years commencing from the date of debarment. Department of Commerce (DGS&D) will maintain such list which will also be displayed on the website of DGS&D as well as Central Public Procurement Portal.
- III. DVC may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. DVC will maintain such list which will also be displayed on its website.
- IV. The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.

Guidelines on Debarment of firms from Bidding: -

The guidelines are classified under following two types: -

- i. In cases where debarment is proposed to be limited to DVC, the appropriate Orders can be issued by DVC itself, thereby banning all its business dealing with the debarred firm.
- ii. Where it is proposed to extend the debarment beyond the jurisdiction of DVC i.e. covering to all central Ministries/ Departments, the requisite Orders shall be issued by Department of Expenditure (DoE), Ministry of Finance (MoF).

A. Definitions:

- 1. **Firm:** The term 'firm' or 'bidder' has the same meaning for the purpose of these Guidelines, which includes an individual or person, a company, a cooperative society, a Hindu undivided family and an association or body of persons, whether incorporated or not, engaged in trade or business.
- 2. **Allied firm:** All concerns which come within the sphere of effective influence of the debarred firms shall be treated as allied firms. In determining this, the following factors may be taken into consideration:



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
96 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

- a) Whether the management is common;
- b) Majority interest in the management is held by the partners or directors of banned/suspended firm;
- c) Substantial or majority shares are owned by the banned/ suspended firm and by virtue of this it has a controlling voice.
- d) Directly or indirectly controls, or is controlled by or is under common control with another bidder.
- e) All successor firms will also be considered as allied firms.

3. The terms "banning of firm", 'suspension', 'Black-Listing' etc. convey the same meaning as of "Debarment".

B. Debarment of Firms only in DVC:

1. Orders for Debarment of a firm/Contractor irrespective of whether it is known/approved or otherwise, shall be passed by DVC with the approval of HOP (in case the Contract issued from site / ED (C&M) in case the Contract issued from HQ), keeping in view of the following:

- a) A bidder or any of its successors may be debarred from participating in any procurement process for a period not exceeding two years.
- b) Firms will be debarred if it is determined that the bidder has breached the code of integrity as mentioned in clause 2 below.
- c) A bidder can also be debarred for any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of DVC, warrants debarment for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide "Bid Securing Declaration" etc.
- d) Before issuing the debarment order against a firm, it is to be ensured that reasonable opportunity has been given to the concerned firm to represent against such debarment (including personal hearing, if requested by firm).
- e) DVC will maintain list of debarred firms, which will also be displayed on its website and it shall not be circulated to other Ministries / Department. It will only be applicable to all establishment of DVC.
- f) Debarment is an executive function and should not be allocated to Vigilance Department.

2. Code of Integrity is reproduced as under:



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
97 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

- 2.1 Public procurement is perceived to be prone to corruption and ethical risks. To mitigate this, the officials of DVC and the bidders/ suppliers/ contractors/ consultants/ service providers involved in procurement process must abide by the following Code of Integrity for Public Procurement (CIPP). All Procuring officials may be asked to sign declarations to this effect periodically and in various Procurement decisions (including Need Assessment). The bidders/ suppliers/ contractors/ consultants/ service providers should be asked to sign a declaration for abiding by a Code of Integrity for Public Procurement in registration applications and in bid documents, with a warning that, in case of any transgression of this code, its name is not only liable to be removed from the list of registered suppliers/ contractors/ consultants/ service providers, but it would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.
- 2.2 Procuring authorities as well as bidders, suppliers, contractors and consultants/ service providers should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:
- a) **“Corrupt practice”**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
 - b) **“Fraudulent practice”**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
 - c) **“Anti-competitive practice”**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
 - d) **“Coercive practice”**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
 - e) **“Conflict of interest”**: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
98 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of DVC who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from DVC with an intent to gain unfair advantage in the procurement process or for personal gain; and

- f) **“Obstructive practice”:** materially impede DVC's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the procuring entity's rights of audit or access to information.

Note on Conflict of Interest in case of consultants:

- i) The consultant is required to provide professional, objective, and impartial advice, at all times holding the Procuring Entity's interests paramount, strictly avoiding conflicts with other assignments or his/its own corporate interests, and acting without any consideration for future work.
- ii) The consultant has an obligation to disclose to the Procuring Entity any situation of actual or potential conflict that impacts its/his capacity to serve the best interest of its client/Procuring Entity. Failure to disclose such situations may lead to the disqualification of the consultant or termination of its/his contract during execution of the assignment.
- iii) Without limitation on the generality of the foregoing, and unless stated otherwise in the data sheet for the RfP document, the consultant shall not be hired under the circumstances set forth below:
- a. Conflicting activities: a firm that has been engaged by the client to provide goods, works, or non-consultancy services for a project, or any of its affiliates, shall be disqualified from providing Consultancy service resulting from or directly related to those goods, works, or non- Consultancy services. Conversely, a firm hired to provide consultancy services for the preparation or implementation of a project, or any of its affiliates, shall be disqualified from subsequently providing goods or works or no consultancy services resulting from or directly related to the consultancy services for such preparation or implementation;
- b. Conflicting assignments: Consultants (including its experts and sub-- consultants) or any of their affiliates shall not be hired for any assignment that, by its nature,



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
99 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

may be in conflict with another assignment of the consultant for the same or for another Procuring Entity; and

- c. Conflicting relationships: A consultant (including its/his experts and sub-consultants) that has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in any part of: (i) the preparation of ToR for the assignment; (ii) selection process for the contract; or (iii) supervision of the contract, may not be awarded a contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the client throughout the selection process and execution of the contract.

2.3 Obligations for Proactive Disclosures:

- i) Procuring authorities as well as bidders, suppliers, contractors and consultants/ service providers, are obliged under Code of Integrity for Public Procurement to suo-moto proactively declare any conflicts of interest (coming under the definition mentioned above — pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and
- ii) Any bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity;
- iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest may be evaluated and mitigation steps, if possible, may be taken by the Procuring Entity. Similarly, voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidders' actions in the tender and subsequent contract.

- 2.4 **Punitive Provisions**: Without prejudice to and in addition to the rights of the Procuring Entity to other penal provisions as per the bid documents or contract, if the Procuring Entity comes to a conclusion that a (prospective) bidder/contractor/ Supplier/ consultant/ service provider, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the Procuring Entity may take appropriate measures including one or more of the following:

- i) If his bids are under consideration in any procurement:



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
100 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

- a. Forfeiture or encashment of bid security
- b. Calling off of any pre-contract negotiations, and;
- c. Rejection and exclusion of the bidder from the procurement process
- ii) If a contract has already been awarded:
 - a. Cancellation of the relevant contract and recovery of compensation for loss incurred by the Procuring Entity;
 - b. Forfeiture or encashment of any other security or bond relating to the procurement;
 - c. Recovery of payments made by the Procuring Entity along with interest thereon at the prevailing rate;
- iii) Provisions in addition to above:
 - a. Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the Procuring Entity for a period not less than one year;
 - b. In case of anti-competitive practices, information for further processing may be filed under a signature of the Member (Secretary), DVC, with the Competition Commission of India;
 - c. Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

C. Debarment of Firms beyond the jurisdiction of DVC:

Where DVC is of the view that business dealings with a particular firm should be banned across all the Ministries/ Departments of GOI by debarring the firm from taking part in any bidding procedure floated by the concerned Central Government Ministries/ Departments, DVC after obtaining the approval of the Chairman, DVC, will forward to DoE, MoF, GOI with a self-contained note setting out all the facts of the case and the justification for the proposed debarment, along with all the relevant papers and documents. However, DVC, before forwarding the proposal to DoE, MoF, GOI will ensure that reasonable opportunity has been given to the concerned firm to represent against such debarment (including personal hearing, if requested by the firm).



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
101 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

If DoE, MoF, GOI realizes that sufficient opportunity has not be given to the firm to represent against the debarment, such debarment requests received from DVC shall be rejected.

DoE, MoF, GOI can also give additional opportunity, at their option, to firm to represent against proposed debarment. DoE, MoF, GOI can also take suo-moto action to debar the firms in certain circumstances. DoE, MoF, GOI will issue the necessary orders after satisfying itself that proposed debarment across all the Ministries/ Departments is in accordance with Rule 151 of GFRs, 2017. This scrutiny is intended to ensure uniformity of treatment in all cases.

The firm will remain debarred only in DVC during the interim period till the final decision taken by DoE, MoF, GOI.

No contract of any kind whatsoever shall be placed on the debarred firm, including its allied firms by any Ministries/ Departments/ Attached/Subordinate offices of the Government of India including autonomous body, CPSUs etc. after the issue of a debarment order by DoE, MoF, GOI. DoE, MoF, GOI will maintain list of such debarred firms, which will be displayed on Central Public Procurement Portal (CPPP).

D. Effect of Debarment/ Banning:

1. No new contract of any kind whatsoever shall be placed to debarred firm including its allied firms after the issue of debarment order 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.
Bids from only such firms shall be considered for placement of contract, which are neither debarred on the date of opening of techno-commercial bid nor debarred on the date of issuance of LOA/PO/Work Order/LOA-cum-Work Order. Even in the cases of risk purchase, no contract should be placed on such debarred firms.
2. If case, any debar firms has submitted the bid, the same will be ignored. In case such firm is lowest (L-1), next lowest firm shall be considered as L-1. Bid security submitted by such debarred firms shall be returned to them.
3. Existing Contracts before issuance of debarment order shall not be affected by the debarment orders.
4. The Debarment shall be automatically extended to all its allied firms. In case of joint venture/ consortium is debarred all partners will also stand debarred for the



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
102 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

period specified in Debarment Order. The names of partners should be clearly specified in the "Debarment Order".

5. Debarment in any manner does not impact any other contractual or other legal rights of the procuring entities.
6. The period of debarment shall start from the date of issue of debarment order.
7. The Order of debarment will indicate the reason(s) in brief that lead to debarment of the firm.
8. Ordinarily, the period of debarment should not be less than six months.
9. In case of shortage of suppliers in a particular group, such debarments may also hurt the interest of procuring entities. In such cases, endeavor should be to pragmatically analyze the circumstances, try to reform the supplier and may get a written commitment from the supplier that its performance will improve.

E. Debarment Procedure:

- (i) User department or Engineer in charge will move the case which will be processed by Concerned C&M Head for Contract issued from site / CMM for Contract issued by HQ and put up for approval from HOP in case the Contract issued from site / ED (C&M) in case the Contract issued from HQ, after vetting of Legal Department. In cases where investigation has been carried out by Vigilance Department or CBI etc. the Notice of default will also be vetted by vigilance department before issuance. However, where TAA is Board or Chairman approval from concerned Member to be obtained.
- (ii) After obtaining approval, a Show Cause Notice will be issued by Concerned C&M Head for Contract issued from site / CMM for Contract issued by HQ indicating clearly and precisely the charges/misconduct which should be based on facts as can be proved as distinct from mere allegations.
- (iii) The firm/contractor may be given a period of 30 days to submit their representation if any, against the Show Cause Notice, including personal hearing if requested by firm.
- (iv) Thereafter, the appropriate debarment order may be issued by Concerned C&M Head for Contract issued from site / CMM for Contract issued by HQ, only after perusing the representation of the firm/contractor, if any, received in reply to Show Cause Notice incorporating the reasons for taking such action and vetting of Legal Department.
- (v) In case no reply to show cause notice is received within stipulated time, appropriate speaking order for debarment shall be passed ex-parte.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
103 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

- (vi) The order must specifically mention the fact that the reply to the show cause Notice, if any, has been considered by the said authority. The ex-parte order shall contain the fact that the reply to show cause notice has not been received within stipulated time.
- (vii) The entire process of banning to be completed within 45 days from the date of show cause notice.

F. Revocation of Debarment Orders by DVC:

1. An order for debarment passed shall be deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.
2. A debarment order may be revoked before the expiry of the Order only with the approval by Chairman, DVC, if it is of the opinion that the disability already suffered is adequate in the circumstances of the case or for any other reason.
3. If an approved/known vendor/enlisted contractor is debarred by DVC and his name is delisted from the list of approved/known vendors/enlisted contractors, the name of the firm/contractor may not be included/ registered after the debarment period is over, unless the concerned Executive Director is satisfied that the said firm/contractor should be included in the list of approved/ known vendors/enlisted contractor.

G. Safeguarding DVC's Interests during debarment of supplier/ contractor/ consultant/ service provider:

Suppliers/ contractors/ consultants/ service providers are important assets for the procuring entities and punishing delinquent suppliers/ contractors/ consultants/ service providers should be the last resort. It takes lot of time and effort to develop, register and mature a new supplier. In case of shortage of suppliers/ contractors/ consultants/ service providers in a particular group of materials/equipment, such punishment may also hurt the interest of DVC. Therefore, views of the concerned department may always be sought about the repercussions of such punitive action on the continuity of procurements. Past records of performance of the supplier may also be given due weightage. In case of shortage of suppliers/ contractors/ consultants/ service providers and in cases of less serious misdemeanours, the endeavour should be to pragmatically analyse the circumstances, reform the supplier and get a written commitment from the supplier that his performance will improve. If this fails, efforts should be to see if a temporary debarment can serve the purpose.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
104 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

VOLUME - I

SECTION - IV

SPECIAL CONDITIONS OF CONTRACT (SCC)



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
105 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

SPECIAL CONDITIONS OF CONTRACT (SCC)

1.0 RATES:

1.1 The Rate shall be deemed to allow for all minor extras and constructional details which are not specifically shown on drawings or given in the specifications but are essential in the opinion of the Owner / consultant to the execution of work to conform to good workmanship and sound engineering practice. The Owner / consultant reserves the right to make any minor changes during the execution without any extra payment.

1.2 The Owner / consultants' decision to classify any item 'minor changes', 'minor extras' and 'constructional details' shall be final conclusive and binding on the contractor.

1.3 Rates quoted shall include for payment of royalties for obtaining moorum, sand, aggregates, stones, etc. Nothing extra shall be paid to the contractor on this account.

1.4 The rates quoted by the contractor shall be firm and valid for the entire duration of the Contract and no escalation shall be paid or allowed on whatsoever reason during pendency of the contract.

2.0 SPECIFICATIONS

2.1 If specification for an item of work required to be executed in a quoted package, is not covered by CPWD/PWD specifications or Technical Specifications, the same shall be decided by the Owner / consultant and shall be binding on the contractor.

2.2 The Owner / consultant shall have the right to cause the contractor to purchase and use such materials of particular make or from a particular source which may in his opinion be necessary for proper and reasonable compliance with the specifications and execution of work.

2.3 (a) As and when required by the Owner / consultant, the contractor shall provide all facilities at site or at manufacture's works or in approved laboratory for testing of materials and/or workmanship. All the expenditure in respect of this shall be borne by the contractor. The contractor shall, when required to do so by the Owner / consultant, confirm that the materials have been tested in accordance with requirements of the specifications.

(b) Neither the omission by the Owner / consultant to test the materials nor the production of manufacturer(s) certificate, etc. shall affect the right of the Owner / consultant to reject, after delivery, the materials found not in accordance with the specifications.

3.0 CONSTRUCTION SCHEDULE:

If at any time, the Owner / consultant is of opinion that the contractor has fallen behind the approved construction schedule, the Owner / consultant may, without any cost, require the contractor to take



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
106 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

such steps as may be necessary to improve his progress, especially require him to employ overtime operations, increase the number of shifts, work on holidays and Sundays or increase the capacity of his construction activities and equipment and require him to submit evidence demonstrating the manner in which the contractor proposes to comply with the construction schedule. Failure of the contractor to comply with the above will be considered a failure to execute the work with due diligence.

4.0 CONTRACTOR TO BE LIABLE FOR ALL TAXES ETC.

The Price quoted for each package in the tender shall be exclusive of GST but inclusive of toll, customs duty of any kind, fees, octroi, royalty, etc., in respect of the contract and the prices shall be firm irrespective of any variation the prevailing prices of duties, levies, octroi etc., The contractor shall indemnify Owner / consultant against levy of any taxes, etc., in regard to this contract and in the event Owner / consultant being assessed for any of the said levy or taxes, Owner / consultant shall have the right to recover the total amount so assessed from the contractor's dues and the contractor shall also be responsible for all costs or expenses that may be incurred by Owner / consultant in connection with any proceeding or litigation in respect of the same.

5.0 ISSUE OF WORKING DRAWINGS:

The contractor has to organize between the Consultant and Owner regarding the working drawings marked "Good/Released for Execution/Construction" from the owner progressively during the currency of the contract.

6.0 ROLE OF OWNER / CONSULTANT

6.1 The Owner / Consultant shall have authority to stop the work, whenever such stoppage may become necessary to ensure the proper execution of the contract. He shall also have authority to inspect and reject all work and materials which do not conform to specifications, to direct the application of contractor's forces to any portion of the work, as in his judgment is required, and to order the said force increased or diminished and to decide questions which arise in the execution of the work.

6.2 The Owner / Consultant reserves the right to suspend the work or part thereof at any time and no claim whatsoever on this account shall be entertained. In case of any clarification the contractor may appeal to the Owner / consultant whose decision shall be final and binding thereupon.

6.3 The above inspection shall, however, not relieve the contractor of his responsibilities in regard to defective materials or workmanship and the necessity for rectifying or replacing the same.

6.4 The judgment of Owner / Consultant for determining the category of an item not mentioned in the schedule shall be final.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
107 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

6.5 The Owner / Consultant will have the liberty to carry out any item of work departmentally or through any other agency and no compensations or damages will be payable on account of this.

7.0 SERVICE OF NOTICES OF CONTRACT

The contractor shall furnish to the Owner / Consultant the name, designation and address of his authorized Agent for the purpose of service of notice(s) regarding all complaints, communications and references and shall be deemed to have been duly given to the contractor if delivered to the contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have reached such address in the ordinary course of post or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith informed by the contractor to the Owner.

8.0 CONTRACTOR'S GUARANTEE

The contractor agrees to give the guarantee of his works in the following manner which shall remain valid till the validity of performance guarantee.

- i) All materials incorporated in the work shall be new and both workmanship and materials shall be of good quality.
- ii) Should, at a subsequent date, any inside honeycomb/hollowness be detected within a concrete member, he shall investigate other nearby sections for similar occurrence and shall rectify all these members by Pressure grouting at his own cost and as per direction of the Owner.
- iii) Should, any element of the structure be detected afterwards not exactly tallying with the working drawing, he shall re-do the element at his own cost and as per instruction of the Owner.
- iv) Should, at a subsequent date, any materials or fittings or workmanship or any element of the structure be detected as of sub-standard quality he shall either remove the same and shall re-do at his own cost or shall accept an equitable deduction in the contract price should the Owner / consultant deemed it inexpedient to correct the work.
- v) All liquid retaining concrete structures shall be demonstrated about their efficiency or water tightness by filling the said structures with water and retaining it for 72 hours at his own cost. Should the result be found unsatisfactory he shall rectify the structures by pressure grouting at his own cost and as per direction of the Owner.
- vi) Should, at a subsequent date, the basement wall/floor been noted seeping/ leaking he shall rectify the same by pressure grouting at his own cost and as per direction of the Owner.

9.0 CONTRACTOR FULLY RESPONSIBLE FOR LAYOUT OF WORK.

The contractor shall remain fully responsible to provide detailed layout of different structures according to the coordinates and reduced levels incorporated in the working drawings by taking reference from the Benchmarks of both the coordinates and the reduced levels which shall be given at a convenient place in the works site by Owner / consultant/Consultant. The contractor shall provide necessary protection to keep the Benchmarks undisturbed throughout the pendency of the contract. The



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
108 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

accuracy of detailed layout of any element of a structure shall remain exclusively with the contractor. The contractor shall have to maintain sufficient number of surveying instruments like theodolites, levels and TSS etc. in good working conditions at site for the above purpose throughout the pendency of the contract and shall make them available to Owner / Consultant for their use.

10.0 NOTHING EXTRA FOR ADVERSE SUB-SOIL CONDITION

There may be variation in nature of sub-soil both horizontally and vertically. The contractor shall have to take necessary precaution during excavation against any happening like collapsing of sides etc. any slip or fall in excavation shall have to be cleared by the contractor at his own cost. In case of excessive heaving, it shall have to be cut and refilled with lean concrete by the contractor at his own cost. The contractor shall have to adopt underwater work in case of occurrence of piping/quick conditions without any cost to Owner / Consultant. In case of any loose soil pockets are encountered below the foundation, the same shall be removed completely and filled up with fill concrete with Grade M7.5, without any extra cost to DVC.

11.0 R.C.C. ELEMENT SHALL BE INTEGRAL FINISHED

For all RCC elements, only new plywood and steel shuttering shall be used to produce the concrete surface reasonably plain and smooth which will be integrally finished surface. Any little unevenness shall be made good by rubbing with carborandum stones only. Unless otherwise mentioned plastering will not be allowed to manipulate and make the surface plain and smooth. If the surfaces after stripping off the shuttering are found to be contrary to the above conditions then the contractor shall have to dismantle the member and re-do the same to attain the aforesaid surfaces at his own cost.

12.0 FABRICATION DRAWINGS FOR STRUCTURALS

The CONTRACTOR shall prepare and submit fabrication drawings in triplicate for preliminary approval of CONSULTANT. Fabrication drawings shall be based on design drawings issued by CONSULTANT. One copy of these preliminary drawings duly corrected and signed wherever necessary shall be returned to CONTRACTOR for incorporation of the corrections. After incorporating the corrections, the CONTRACTOR shall submit in 4 (four) copies of the drawings for final approval. Each drawing shall be accompanied by:-

- i) Bill of materials giving all details including sizes, numbers and weights.
- ii) Four copies of design calculations for the design of joints. All the joints shall be designed for full strength of members; unless otherwise specified.

Nothing extra shall be payable to contractor for preparation of fabrication drawings, materials lists design calculation etc.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
109 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

Approval of fabrication drawings, however, will not absolve the CONTRACTOR of his responsibility for the safety and correctness of the fabrication details.

iii) In case the CONTRACTOR wants to get the fabrication drawings prepared from other agencies, Owner / consultant/Consultant's approval for appointing such agencies shall be obtained by CONTRACTOR before appointing the agency. For this, CONTRACTOR must submit the credentials of the agency along with the request for approval.

13.0 CONTRACTOR SHALL SUBMIT BAR BENDING SCHEDULE

The contractor shall prepare bar bending schedule from the detailed RCC working drawings supplied by Owner / Consultant for execution of work and nothing shall be paid on this account. Four copies of such bar bending schedule shall be made available to the Owner / Consultant for his approval and effecting payment there under.

14.0 CONTRACTOR'S RESPONSIBILITY FOR THE MANNER OF EXECUTION OF WORK

The contractor shall be responsible for the manner and the method of executing the work. The work shall be subject to the approval of Owner from time to time for purposes of determination of the question whether the work is executed by the contractor in accordance with the contract.

15.0 NO WORK SHALL BE UNDERTAKEN WITHOUT APPROVED WORKING DRAWINGS

No work shall be undertaken at Site by the contractor until detailed approved working drawings marked "Good for execution/construction" for the same is issued by Owner / Consultant. Any work done without the aforesaid working drawing shall be at the contractor's own risk and costs.

16.0 CONTRACTOR SHALL KEEP FOUNDATION PITS/TRANCHES DRY

The contractor, during the pendency of contract, shall keep the condition pits, trenches, which are not yet back filled due to technical reasons, dry and shall Bail out Pump all accumulation at his own cost for the safety of the structure/element. During pumping, the contractor shall have to ensure that 'Loss of Ground' does not occur. Other approved methods shall be taken by the contractor to avoid 'Loss of Ground' if occurred, at his own cost.

17.0 NOTHING EXTRA FOR INTRICATE CONCRETE SHUTTERING OR REINFORCEMENT WORK



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
110 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

Nothing extra shall be paid for any intricate concrete, shuttering or reinforcement work for foundations of equipment and machinery and for other foundation/ superstructure works or for any delay inherent in concreting in small and thin sections in concrete or RCC works etc.

18.0 NOTHING EXTRA FOR REBATING ETC.

Nothing extra shall be paid in concrete/RCC works for all rebating, chamfering, grooving, sinking, throttling weathering, molding, etc. to accord with the details shown on the working drawings.

19.0 CONSTRUCTION JONTS:

19.1 In case of execution of massive concrete elements both in foundation and in superstructure and in some other locations as would be permitted except where specified in the working drawings, the work shall be carried out in one single operation without any break in concreting within time limit that would be specified by the Owner Consultant without any additional cost to Owner / Consultant.

19.2 All specified construction joints, either horizontal or vertical, in any element of concrete member shall be provided with shear keys of such dimensions as would be determined by the Owner / Consultant. Before adopting the next operation for the other half of the element these shear keys along with the entire surface of the joint shall be roughened and deepened to above 20 mm by chipping, washing and cleaning thoroughly. The contractor shall provide cement slurry in sufficient quantity over the cleaned surface for proper bond as per the direction of Owner / consultant/Consultant. The contractor shall not be entitled to any extra/payment; on this account.

20.0 ELECTRICAL CONTRACTOR LICENSE AND ELECTRICAL SUPERVISOR LICENSE:

The agency executing the electrical works must have valid electrical contractor license issued by Govt. of West Bengal to work in voltage level of 33 kV or above. The contractor should also have valid electrical supervisor license.

21.0 SUBMISSION OF BILL:

Contractor is to submit the bills and record of measurements in three copies on approved Performa of Owner / consultant for works executed by him. All the measurements taken by the contractor shall be as per to **IS: 1200** only.

22.0 PROVISION FOR MULTIFARIOUS CHECKING OF WORK

Before commencement of the actual concreting operation the position and layout of foundations, pedestals, Inserts, pockets, recess, reinforcement and form work shall be checked repeatedly by/Consultant. No claim whatsoever shall be entertained on this account. The level of foundations shall be accurately maintained as shown in the drawings or as directed by the Owner / Consultant. No padding, plastering or chipping shall be allowed for achieving the results.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
111 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

23.0 NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK TO BE CARRIED OUT

If at any time after the commencement of the work, Owner / consultant shall, for any reason whatsoever, not require the whole work thereof as specified in the tender to be carried out, the Owner / consultant shall give notice in writing of the fact to the contractor who shall have no claim of any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of work in full, but which he did not derive in consequence of the amount of the work not having been carried out, neither shall the contractor have any claim for compensation by reasons of any alternations having been made in original specifications, drawings and instructions which shall involve any curtailment of the work as originally contemplated.

24.0 ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK

If it shall appear to the Owner / consultant or his representative, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, the contractor shall, on demand in writing from the Owner / consultant specifying the work/materials/articles complained, notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require, or as the case may be, remove other unsuitable materials or articles so specified within a period specified by the Owner / consultant at his own cost.

25.0 CLEARING, FILLING AND LEVELING OF SITE:

The site shown on the layout plan shall be cleared by the contractor of all obstructions, loose stones, materials, rubbish of all kinds of bushes, trees, grass as well as brush wood. All holes/hollow, whether originally existing or produced by removal of loose stones or brush wood, shall be carefully filled up with earth, well rammed and leveled off as directed by the Owner / Consultant. The contractor will not be entitled to any payment in his regard.

26.0 CONTRACTOR TO COMPLY ALL LAWS:

26.1 The contract shall be governed by the law in force in the Republic of India.

26.2 The contractor shall comply with all laws etc. The contractor shall be responsible to secure compliance with the Central and States Laws as well as the Rules, Regulations, by-laws and orders of the legal authorities and statutory bodies which are in force or as may be in force from time to time. He shall give to the Municipal Corporation Committees, police and other relevant authorities all such notices, etc. as may be required by law and obtain all requisite license for temporary constructions, enclosures, etc. and pay all fees, taxes and such other dues or charges which may be livable on account



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
112 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

of any of his operations in executing the works under this contract. Owner / consultant shall not pay anything extra to the contractor on this account. The contractor shall also make good at his own cost, any damage done by him to any adjoining property, during execution of work.

26.3 The contractor shall use the materials only after the approval of Owner / Consultant, before incorporation of the same in the works.

27.0 COMPLIANCE OF ENTIRE PROVISIONS IS OBLIGATORY TO CONTRACTOR:

It shall always prevail, unless otherwise specifically stated, that the entire provisions of the Tender Document have been accepted for compliance by the contractor without any reservation.

28.0 GENERAL:

28.1 The location and general information regarding information regarding site on which the proposed work is to be executed is furnished in scope of work.

28.2 Contractor shall acquaint himself with access to site, availability of local facilities such as railway siding, transport facilities, materials and labour and shall provide suitable allowances in his Bid, Contractor's quoted price being firm, it should take into account all expenses likely to arise in this regard.

28.3 The contractor shall make his own arrangement for construction water.

28.4 The application for electrical connection from WBSEDCL/distribution authority shall be done by DVC. The contractor shall assist DVC in this regard. During construction period the payment of monthly RA bill for the power consumptions shall be made by the contractor. However, the charges for new electrical connection for the construction power requirement shall be borne by DVC.

28.5 Contractor shall be deemed to have visited site and familiarized himself thoroughly with site conditions before submitting his Bid. Non-familiarity with site conditions will not be considered a reason either for extra claims or for not carrying out work in strict conformity with drawings and specifications.

29.0 WORK AND WORKMANSHIP GUARANTEE:

29.1 Contractor shall make arrangements to provide at no extra charge all temporary approaches to and within the site, after obtaining prior approval of Owner of the layout of such approaches.

29.2 To determine the acceptable standard of workmanship, Owner may order Contractor to execute certain portions of work and services such as wall, flooring, joinery, finishes, roads and the like under the close supervision of Owner. On approval, these items shall be labeled as guiding



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
113 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

samples and work shall be executed to conform to these samples. These samples shall be prepared at the cost of contractor.

29.3 Workmanship shall be of best possible quality and all the work shall be carried out by skilled workmen except for those, which normally require unskilled persons. If the laws of local government, municipal or other authorities require employment of licensed or registered workmen of various trades, contractor shall arrange to have the work done by such registered or licensed persons. In case of manufactured materials being used in work, contractor shall arrange to have at site at his own cost, the services of the supervisors of the respective manufacturers to ensure that work is performed in accordance with Manufacturer's specifications.

29.4 Workmanship shall be in accordance with the specifications, standards and codes which are part of this tender as well as the established engineering practices for this type of work. For any portion of work executed by Contractor and considered defective by Owner, the contractor shall have to take necessary remedial measures, to the complete satisfaction of Owner / consultant, to make the defects good at his own cost without any liability to Owner.

29.5 The contractor shall be responsible for the proper workmanship and shall not be relieved of his obligation in this regard just because no objection was raised by Owner during the progress of work. The workmanship guarantee period will be 12 months from the date of acceptance of the building by owner. If any defects are found due to bad workmanship during this period, the contractor shall undertake to rectify the same at his cost, most expeditiously. The workmanship guarantee for rectified portion of work shall commence from the date of rectification for a subsequent period of 12 months or the balance period as stated above whichever is later. The decision of Owner regarding bad workmanship shall be final binding and conclusive.

29.6 The contractor shall be required to submit the performance guarantee accordingly.

30.0 PRIORITY OF DOCUMENTS:

The following is the order of priority in descending order. High priority document shall take precedence over low priority document in case of any conflict:-

1. Drawings
2. Scope of Work & Technical Specifications.
3. Special Conditions of Contract.
4. Terms of Payment
5. General Conditions of Contract
6. Site Working and Safety Conditions
7. Standards (Standards here shall mean National/ International Standards & specifications).

31.0 WEATHER CONDITIONS:

31.1 Owner / consultant may order contractor to suspend any work, which in the opinion of Owner



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
114 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

/ consultant may be subject to damage by prevailing weather conditions. No claim whatsoever on this account shall be entertained.

31.2 The Contractor will be given **Two copy** of the plans free of cost of the print copy. All drawings must be returned to the Consultants/Civil Engineers after the work is **over**.

31.3 I.S. Code number wherever mentioned in the tender shall be the latest version of I.S.Codes as on the date of opening of Tenders.

31.4 It is agreed that the Contractor will not assign or sublet the Contractor any part or share of interest therein without the prior sanction of the Owner / consultant. In this matter, the Contractor will make every endeavor to act according to the wishes of the Consultant / Employer to the farthest possible extent. The proper execution of the work is of prime importance and the Contractor is fully responsible for the quality of work.

31.5 The Contractor should note that unless otherwise stated the tender is strictly on items rate basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the Contract. This will not vitiate the Contract and no claim for any extras or compensation or damages will be entertained on account of such variations.

31.6 Tenderers to inform himself fully:

The work shall be carried out and executed as per plans and specifications and as per detailed drawings and instruction as may be issued by the Consultant/Civil Engineer from time to time as and when necessary. Any instructions taken by the Contractor from any one not authorized by the Consultant/Civil Engineer will not be taken as valid or binding unless such instructions are countersigned by the Consultant/Civil Engineer.

The Contractor is bound to scrutinize all drawings and specifications furnished to him and shall be fully responsible as to their correctness. By signing the contract, he assumes full responsibility for the work and its due and proper execution.

31.7 If a Tenderers has any doubt as to the meaning of any portion of the Tender Documents he shall when submitting his Tender include a statement of the interpretation upon which he relies and on which his Tender has been prepared and submitted.

32.0 INTEGRATED SERVICE DRAWINGS

Before taking up the work, the contractor shall be provided with integrated drawings for various civil and electrical services showing details of lay out plan including sectional elevations and



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
115 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

contractor shall plan and mobilize his resources as per the Integrated drawings and as per the site conditions to facilitate convenient execution, installation as well as maintenance of these services. Nothing extra shall be payable on this account.

33.0 TOOLS AND PLANTS

The bidder should have own constructions equipment required for the proper and timely execution of the work. Nothing extra shall be paid on this account.

No tools and plants including any special T&P etc. shall be supplied by the Department and the Contractor shall have to make his own arrangements at his own cost. No claim of hindrance (or any other claim) shall be entertained on this account.

The Contractor shall do proper sequencing of the various activities by suitably staggering the activities within various pockets in the plot so as to achieve early completion. The agency to deploy adequate equipment, machinery and labour as required for the completion of the entire work within the stipulated period specified. Also, ancillary facilities shall be provided by contractor commensurate with requirement to complete the entire work within the stipulated period. Nothing extra shall be payable on this account. Adequate number/sets of equipment in working condition, along with adequate stand-by arrangements, shall be deployed during entire construction period. It shall be ensured by the Contractor that all the equipment, Tools & Plants, machineries etc. provided by him are maintained in proper working conditions at all times during the progress of the work and till the completion of the work. Further, all the constructional tools, plants, equipment and machineries provided by the Contractor, on site of work or his workshop for this work, shall be exclusively intended for use in the construction of this work and they shall not be shifted/ removed from site without the permission of the Engineer-in-Charge.

The Contractor shall maintain all the work in good condition till the completion of entire work. The Contractor shall be responsible for and shall make good, all damages and repairs, rendered necessary due to fire, rain, traffic, floods or any other causes. The Engineer-in-Charge shall not be responsible for any claims for injuries to person/workmen or for structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the Contractor or of any other of his representatives, in his employment during the execution of the work. The compensation, if any, shall be paid directly to the Department / authority / persons concerned, by the Contractor at his own cost.

34.0 RATES QUOTED BY THE CONTRACTOR:

The rates quoted by the Contractor are deemed to be inclusive of site clearance, setting out work, profile, setting lay out on ground, establishment of reference bench mark(s), installing various signage, taking spot levels, survey with total station, construction of all safety and protection devices, compulsory use of helmet and safety shoes, and other appropriate safety gadgets by



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
116 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

workers, imparting continuous training for all the workers, barriers, preparatory works, construction of clean, hygienic and well ventilated workers housings in sufficient numbers, working during monsoon or odd season, working beyond normal hours, working at all depths, height, lead, lift, levels and location etc. and any other unforeseen but essential incidental works required to complete this work. **It is the responsibility of the contractor to obtain GRIHA certification of at least 3-star rating from the statutory bodies for the building.** Nothing extra shall be payable on this account and no extension of time for completion of work shall be granted on these accounts. However, DVC shall pay only the statutory fees for GRIHA.

Ancillary and incidental facilities required for execution of work like labour camp, stores, fabrication yard, offices for Contractor, watch and ward, temporary ramp required to be made for working at the basement level, temporary structure for plants and machineries, water storage tanks, installation and consumption charges of temporary electricity, telephone, water etc. required for execution of the work, liaison and pursuing for obtaining various No Objection Certificates, completion certificates from local bodies etc., protection works, testing facilities / laboratory at site of work, facilities for all field tests and for taking samples etc. during execution or any other activity which is necessary (for execution of work and as directed by Engineer-in-Charge), shall be deemed to be included in rates quoted by the Contractor, for various items in the schedule of quantities. Nothing extra shall be payable on these accounts. Before start of the work, the Contractor shall submit to the Engineer-in-Charge, a site / construction yard layout, specifying areas for construction, site office, positioning of machinery, material yard, cement and other storage, steel fabrication yard, site laboratory, water tank, etc.

For completing the work in time, the Contractor might be required to work in two or more shifts (including night shifts). No claim whatsoever shall be entertained on this account, not with-standing the fact that the Contractor may have to pay extra amounts for any reason, to the labourers and other staff engaged directly or indirectly on the work according to the provisions of the labour and other statutory bodies regulations and the agreement entered upon by the Contractor with them.

All material shall only be brought at site as per program finalized with the Engineer-in-Charge. Any pre-delivery of the material not required for immediate consumption shall not be accepted and thus not paid for.

35.0 SAFETY PRACTICES

WARNING/ CAUTION BOARDS: All temporary warning / caution boards / glow signage display such as "Construction Work in Progress", "Keep Away", "No Parking", Diversions & protective Barricades etc. shall be provided and displayed during day time by the Contractor, wherever required and as directed by the Engineer-in-Charge. These glow signage and red lights shall be suitably illuminated during night also. The Contractor shall be solely responsible for damage and accident caused, if any, due to negligence on his part. Also he shall ensure that no hindrance, as far as possible, is caused to general traffic during execution of the work. This signage shall be dismantled & taken away by the Contractor after the completion of



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
117 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

work, only after approval of the Engineer – in – Charge. Nothing extra shall be payable on this account.

SIGN BOARDS: The Contractor shall provide and erect a display board of size and shape as required and paint over it, in a legible and workman like manner, the details about the salient features of the project, as required by the Engineer-in-Charge. The Contractor shall fabricate and put up a sign board in an approved location and to an approved design indicating name of the project, Client/Owner, Engineer-in-charges, Structural Consultants, Department etc. besides providing space for names of other Contractors, Sub-Contractors and specialized agencies within 15 days from issue of award letter. Nothing extra shall be payable on this account. In case of non compliance/delay in compliance in this, a penalty @ Rs. 500/- per day will be imposed which will be recovered from the immediate next R/A Bill of the Contractor.

Necessary protective and safety equipments shall be provided to the Site Engineer, Supervisory staff, labour and technical staff of the contractor by the Contractor at his own cost and to be used at site.

36.0 SUBMISSION AND DOCUMENTATION

a. The Contractor shall display all permissions, licenses, registration certificates, bar charts, other statements etc under various labour laws and other regulations applicable to the works, at his site office. He should also keep at site at least one set of BIS Codes and other relevant codes at site and produce the same if asked for by Engineer-In-Charge. In case of non compliance, these codes will be purchased from the Market and actual cost of purchase will be recovered from the next RA Bill of the Contractor.

b. The Contractor shall make available four (04) sets of completed Building Drawings, “As Built Drawings” along with literatures, manuals, warranty certificates etc. of various installed fittings, fixtures and equipment for the completed projects. This shall be the prerequisite for payment of final bill.

c. The Contractor shall make available three (03) sets of all drawings of internal and external services i.e. Water Supply, Sanitary line and Drainage lines. This shall be the prerequisite for payment of final bill. These drawings shall have the following information:

d. Ground and invert level of all drainage pipes together with locations of all manholes and connections, up to outfall.

e. Run off for all water supply lines with diameters location of control valves, access panels etc.

f. Run off for all piping and their diameters including soil, waste pipes and vertical stacks.

g. The contractor shall make available four (04) sets of computerized Standard Measurement Books (SMBs) having measurement of all the permanent standing in a building.

h. The Performance Guarantee shall not be released to the contractor until the aforesaid drawings are submitted to the Engineer-in-Charge.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
118 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

i. To avoid delay, contractor should submit all samples well in advance so as to give timely orders for procurement.

37.0 PROGRAMME CHART:

The Contractor shall prepare an integrated program chart within fifteen days of issue of award letter including civil as well as E & M activities for the execution of work, showing clearly all activities from the start of work to completion, with details of manpower, equipment and machinery required for the fulfillment of the program within the stipulated period and submit the same for approval of the Engineer-In-Charge within fifteen days of the award of the work. These shall be submitted by the contractor through electronic media besides forwarding hard copies of the same.

38.0 TEMPORARY WATER/ ELECTRICITY CONNECTION

a. Arrangement of temporary water and electricity required by Contractor shall be made by him at his own cost and also necessary permissions shall be obtained by him directly from concerned authorities, under intimation to the Department. Also, all initial cost and running charges, and security deposit, if any, in this regard shall be borne by him. The Contractor shall abide by all the rules/ bye laws applicable in this regard and he shall be solely responsible for any penalty on account of violation of any of the rules/byelaws in this regard. Nothing extra shall be payable on this account. The contractor is strictly prohibited to use ground water by digging bore well from the site premises. He may bring water from outside through tankers from authorized sources.

b. The Contractor shall be responsible for maintenance and watch and ward of the complete installation and water / electricity meter and shall also be responsible for any pilferage, theft, damage, penalty etc. in this regard. The Contractor shall indemnify the Department against any claim arising out of pilferage, theft, damage, penalty etc. whatsoever on this account. Security deposit for the work shall be released only after NoDues Certificates are obtained from the local Authorities from whom temporary electric/water / telephone connection have been obtained by the Contractor. Nothing extra shall be payable on this account.

c. The Department shall in no way be responsible for either any delay in getting electric and/or water for carrying out the work or not getting connections at all. No claim of delay or any other kind, whatsoever, on this account shall be entertained from the Contractor. Also contingency arrangement of stand-by water & electric supply shall be made by the Contractor for commencement and smooth progress of the work so that work does not suffer on account of power failure or disconnection or not getting connection at all. No claim of any kind whatsoever shall be entertained on this account from the Contractor. Nothing extra shall be payable on this account.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
119 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

39.0 CLEANLINESS OF SITE

i. The Contractor shall not stack building material/malba/muck on the land or road of the local development authority or on the land owned by the others, as the case may be. So the muck, rubbish etc. shall be removed periodically as directed by the Engineer-in- Charge, from the site of work to the approved dumping grounds as per the local byelaws and regulations of the concerned authorities and all necessary permissions in this regard from the local bodies shall be obtained by the Contractor. Nothing extra shall be payable on this account. In case, the Contractor is found stacking the building material/malba as stated above, the Contractor shall be liable to pay the stacking charges/penalty as may be levied by the local body or any other authority and also to face penal action as per the rules, regulations and bye-laws of such body or authority. The Engineer –in-Charge shall be at liberty to recover, such sums due but not paid to the concerned authorities on the above counts, from any sums due to the Contractor including amount of the Security Deposit and performance guarantee in respect of this contract agreement.

ii. The site of work shall be always kept clean due to constraints of space and to avoid any nuisance to the users of buildings in the adjacent plots. The Contractor shall take all care to prevent any water- logging at site. The waste water, slush etc. shall not be allowed to be collected at site. It may be directly pumped into the creek with prior approval of the concerned authorities. For discharge into public drainage system, necessary permission shall be obtained from relevant authorities after paying the necessary charges, if any, directly to the authorities. The work shall be carried out in such a way that the area is kept clean and tidy. All the fees/charges in this regard shall be borne by the Contractor. Nothing extra shall be payable on this account.

40.0 INSPECTION OF WORK

In addition to the provisions of relevant clauses of the contract, the work shall also be open to inspection by Senior Officers of DVC & the Senior Members of the Consultants. The contractor shall at times during the usual working hours and at all times at which reasonable notices of the intention of the Engineer-in-charge or other officers as stated above to visit the works shall have been given to the contractor, either himself be present to receive the orders and instructions or have a responsible representative duly accredited in writing, to be present for that purpose.

Senior Officers of DVC, Dignitaries from Central Ministry / Department, Consultants shall be inspecting the on-going work at site at any time with or without prior intimation.

41.0 NECESSARY COMPLIANCES FROM STATUTORY AUTHORITY

The Contractors need to obtain the following statutory compliances for project at construction stage.

- i. Obtaining of Final NOC/ Approval from West Bengal Fire & Emergency Services department.
- ii. Obtaining of Lift License Form-C (Govt. of WB License to work a lift) from Chief Electrical Inspector, Govt. of West Bengal.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
120 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

- iii. Obtaining Power supply License, Electrical license etc. from License Board, Govt. of West Bengal.
- iv. Applying and obtaining Electrical Final connection of approved demand load for the proposed project from WBSEDCL. A statutory fee of WBSEDCL for final electrical connection shall be borne by DVC.
- v. Applying & obtaining Final water connection and Completion certificate of project from NKDA will be done by Contractor.
- vi. Any cost involvement regarding the above work will be paid by Contractor except any statutory fees which shall be paid by DVC.

42.0 SPECIAL CONDITIONS FOR GREEN BUILDING: -

The building is targeted to obtain GRIHA (Green Rating for Integrated Habitat Assessment) Rating from Respective Authority. All materials and systems used in the project are intended to maximize energy efficiency for operation of Project throughout service life (substantial completion to ultimate disposition - reuse, recycling, or demolition) with an emphasis on top quality. Materials and systems are to maximize environmentally-benign construction techniques, including construction waste recycle, reusable delivery packaging, and reusability of selected materials. All vendors / contractors must adhere to best practices related to Green Buildings.

The contractor is required to execute the work in a befitting manner to obtain the maximum GRIHA rating with the existing specifications and BOQ. **However, a minimum rating of 3-star need to be obtained from GRIHA, with the existing BOQ items and specifications.** A certificate in this regard (format attached as Form No-20) needs to be furnished by the bidder, during submission of bid.

The Scope of work of the Contractor includes appointment of a GRIHA empaneled sub-consultant for obtaining Green building rating from GRIHA, with consent and approval from Client for pre and post Green building certification of project. The contractor shall bear the cost of engagement of the aforesaid green building agency. No extra / additional payment shall be made for the same. However, DVC shall pay only the statutory fees for GRIHA.

It is the responsibility of the bidder to obtain the final certification of green building from the respective authority within one (01) year from the date of handing over of the entire project to the client, in all respect, and acceptance of the same by the client.

Special conditions for GRIHA rating: -

- a. The contractor shall prepare scheme for the approval of Engineer -in-charge for obtaining rating in the criteria relevant to the execution of work as per advice of Green Building Agency appointed by them with the coordination of Project Consultant.
- b. The contractor shall plan and execute the work in a manner to preserve and protect the



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
121 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

landscape during construction and shall arrange the materials/equipment and follow the procedure as per criterion of the GRIHA rating as applicable.

c. All the mandatory criteria of GRIHA and additional conditions for Green Building practices are to be necessarily followed for entire academic parcel.

d. The contractor shall comply with NBC norms on construction safety, health and sanitation as per criterion.

e. The construction activity shall be done in a befitting manner and the contractor shall adopt measures to prevent air pollution at site in compliance with criterion of GRIHA rating as applicable.

f. The contractor shall comply with all the instructions and schemes for execution of green building.

g. Nothing shall be paid extra for fulfillment of all these conditions except for the items existing in the schedule of quantities. For such items work done shall be paid on the basis of the agreement rates.

Pre-construction Stage: -

1. Construction Vehicles, Equipment and Machinery

All vehicles, equipment and machinery to be procured for construction shall conform to the relevant Bureau of India Standard (BIS) norms.

Emission from the vehicles must conform to environmental norms.

Dust produced from the vehicular movement and other site activities is to be mitigated by sprinkling of water.

Noise limits for construction equipments shall not exceed 75 dB(A), measured at one meter from the edge of the equipment in free area, as specified in the Environment Protection Act, 1986, schedule VI part E, as amended on 9th May, 1993. The maximum noise levels near the construction site should be limited to 65 dB (A) Leq (5 min) in project area.

Construction Stage Construction Wastes Disposal:-

The pre-identified dump locations will be a part of solid waste management plan to be prepared by the Contractor in consultation with Engineer -in-charge.

Contractor shall get the location of disposal site approved prior to commencement of the excavation on any section of the project location.

Contractor shall ensure that any spoils of material will not be disposed off in any municipality solid waste collection bins.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
122 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

Procurement of Construction Materials:

- i) All vehicles delivering construction materials to the site shall be covered to avoid spillage of materials and maintain cleanliness of the roads.
- ii) Wheel Tyres of all vehicles used by of the contractor, or any of his sub contractor or materials supplies shall be cleaned and washed clear of all dust/mud before leaving the project premises. This shall be done by routing the vehicles through tyre washing tracks.
- iii) Contractor shall arrange for regular water sprinkling at least twice a day (i.e. morning and evening) for dust suppression of the construction sites and unpaved roads used by his construction vehicles.

Water Pollution:-

- i) The Contractor shall take all precautionary measures to prevent the wastewater during construction to accumulate anywhere.
- ii) The wastewater arising from the project is to be disposed off in the manner that is acceptable to the Engineer -in-charge.

Air and Noise Pollution:-

Contractor shall use dust screens and sprinkle water around the construction site to arrest spreading of dust in the air and surrounding areas.

- i) Contractor shall ensure that all vehicles, equipment and machinery used for construction are regularly maintained and confirm that emission levels comply with environmental emission standards/norms.
- ii) For controlling the noise from Vehicles, Plants and Equipments, the Contractor shall confirm the following:
 - a) All vehicles and equipment used in construction will be fitted with exhaust silencers.
 - b) Servicing of all construction vehicles and machinery will be done regularly and during routine servicing operations, the effectiveness of exhaust silencers will be checked and if found defective will be replaced.
 - c) Noise emission from compactors (rollers) front loaders, concrete mixers, cranes (movable), vibrators and saws should be less than 75 dB(A).
 - d) As per the standards/guidelines for control of Noise Pollution from Stationary Diesel Generator (DG) sets, noise emission in dB(A) from DG Set (15-500 KVA) should be less than $94 + 10 \log_{10} (KVA)$. The standards also suggest construction of acoustic enclosure around the DG Set and provision of proper exhaust muffler with insertion loss of minimum 25 dB(A) as mandatory.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
123 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

Personal Safety Measures for Labour:-

Contractor will provide the following items for safety of workers employed by contractor and associate agencies:

- i) Protective footwear and gloves to all workers employed for the work on mixing, cement, lime mortars, concrete etc. and openings in water pipeline/sewer line.
- ii) Welder's protective eye-shields to workers who are engaged in welding works.
- iii) Safety helmet and Safety harness/ belt Provide adequate sanitation/safety facilities for construction workers to ensure the health and safety of the workers during construction, with effective provisions for the basic facilities such as sanitation, drinking water and safety equipments or machinery.
- iv) All the workers should be wearing helmet and shoes all the time on site.
- v) Masks and gloves should be worn whenever and wherever required.
- vi) Adequate drinking water facility should be provided at site, adequate number of decentralized latrines and urinals to be provided for construction workers.
- vii) Full time workers residing on site should be provided with clean and adequate temporary hutment.
- viii) First aid facility should also be provided.
- ix) Overhead lifting of heavy materials should be avoided. Barrow wheel and hand-lift boxes should be used to transport materials onsite.
- x) Tobacco and cigarette smoking should be prohibited onsite.
- xi) All dangerous parts of machinery are well guarded and all precautions for working on machinery are taken.
- xii) Maintain hoists and lifts, lifting machines, chains, ropes and other lifting tackles in good condition. Provide safety net of adequate strength to arrest falling material down below.
- xiii) Use of durable and reusable formwork systems to replace timber formwork and ensure that formwork where used is properly maintained.
- xiv) Ensure that walking surfaces or boards at height are of sound construction and are provided with safety rails and belts. Provide protective equipments such as helmets.
- xv) Provide measure to prevent fire. Fire extinguisher and buckets of sand to be provided in fire-prone area and elsewhere.
- xvi) Provide sufficient and suitable light for working during night.
- xvii) Ensure that measures to protect workers from materials of construction, transportation, storage and other dangers and health hazards are taken
- xviii) Ensure that the construction firm/division/company have sound safety policies.
- xix) Comply with the safety procedure, norms and guidelines (as applicable) as outlined in NBC 2005 (BIS 2005c).
- xx) Adopt additional best practices and prescribed norms as in NBC 2005 (BIS2005).

Identify roads on-site that would be used for vehicular traffic. Update vehicular roads (if these are unpaved) by increasing the surface strength by improving particle size, shape and mineral



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
124 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

type that make up the surface base. Add surface gravel to reduce source of dust emission. Limit amount of fine particles (smaller than 0.075mm) to 10 -20%. Limit vehicular speed on site 10km/h. Nothing extra will be payable for this.

All material storages should be adequately covered and contained so that they are not exposed to situations where winds on site could lead to dust/particulate emissions.

Spills of dirt or dusty materials shall be cleaned up promptly so the spilled material does not become a source of fugitive dust and also to prevent of seepage of pollutant laden water into the ground aquifers. When cleaning up the spill, ensure that the clean - up process does not generate additional dust. Similarly, spilled concrete slurries or liquid wastes should be contained/cleaned up immediately before they can infiltrate into the soil/ground or runoff in nearby areas.

Ensure that water spraying is carried out by wetting the surface by spraying water on:

- i) Any dusty material.
- ii) Areas where demolition work is carried out.
- iii) Any unpaved main-haul road and.
- iv) Areas where excavation or earth moving activities are to be carried out.

Adopt measures to prevent air pollution in the vicinity of the site due to construction activities. There is no standard reference for this. The best practices should be followed (as adopted from international best practice documents and codes).

Provide sheet covering/barricading of site of not less than 3m height along the site boundary, next to a road or other public area. Nothing extra will be paid for this.

The contractor shall provide experienced personnel with suitable training to ensure that these methods are implemented. Prior to the commencement of any work, the method of working, plant equipment and air pollution control system to be used on -site should be made available for the inspection and approval of the Engineer -in-Charge to ensure that these are suitable for the project.

Employ measures to segregate the waste on-site into inert, chemical or hazardous wastes. Recycle the unused chemical/hazardous wastes such as oil, paint, batteries and asbestos. The inert waste is to be disposed off to Municipal Corporation/local bodies dump yard and landfill sites.

To preserve the existing landscape and protect it from degradation during the process of construction. Select proper timing for construction activity to minimize the disturbance such as soil pollution due to spilling of the construction material and its mixing with rainwater. The construction management plan including soil erosion control management plan shall be prepared accordingly for each month. The application of erosion control measures includes



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
125 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

construction of gravel pits and tyre washing bays of approved size and specification for all vehicular site entry/exits, protection of slopes greater than 10%. Sedimentation Collection System and run-off diversion systems shall be in place before the commencement of construction activity. Preserve and protect the existing vegetation by not-disturbing or damaging to specified site areas during construction.

The Contractor should follow the construction plan as proposed by the Engineer-in-charge / landscape consultant to minimize the site disturbance such as soil pollution due to spilling. Use staging and spill prevention and control plan to restrict the spilling of the contaminating material on site.

All lighting installed by the contractor around the site and at the labour quarters during construction shall be CFL bulbs of the appropriate illumination levels. This condition is a must, unless specifically prescribed otherwise.

All required certificates explaining the properties of the building material/system needs to be obtained from the manufacturer/vendor as required by the green building rating authority. The final certificates would be produced after the approval of green building consultant with necessary due diligence. The purchase orders of all the materials made with the manufacturers / authorized vendors should be maintained and shall be provided for the process with due diligence upon request.

Evidence for the implementation of the all the above required measures shall be provided to the green building consultant in the form of photographs and templates as required which is required for the submission to the green building rating authority (GRIHA).

Nothing extra shall be payable for above provisions unless otherwise specified in Schedule of Quantity

43.0 SELECTION PROCEDURE OF SUB CONTRACTOR:

43.1 The bidder himself or his agency shall have executed 'SIMILAR WORKS' in the last 7 (seven) years ending last day of month previous to the one in which the offer is invited should be as per the following:

'SIMILAR WORK' MEANS:

(a) HVAC System:

Experience of having completed Supply, Installation, Testing & Commissioning of Air Conditioning System for a minimum capacity of 350 TR in a single order and minimum capacity of a single chiller unit shall not be less than 100 TR.

(b) Extra Low Voltage (ELV) System:



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
126 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

Experience of having successfully completion of minimum three systems of ELV Works i.e. CCTV, Access Control System, Visitor management system, Building Management System, Active & Passive Networking, Fire Alarm System, Audio Video System in any Multistoried (at least 4-storeyed) buildings for Offices/ Commercial Complexes/ Hospitals/ Bank Buildings/ Institutional Buildings/ Academic Buildings etc.

(c) Auditorium works

Experience of having completed Auditorium internal works including Acoustics, Auditorium Stage, Audio & Video System of Auditorium, Stage Crafts, Auditorium lighting etc. for a minimum seating capacity of 200 people, in a single order.

This above-mentioned process of sub-contractor selection is to be documented by the contractor and submitted to the Owner / Consultant for approval, before giving the work order to the sub-vendor.

44.0 SCC for ELV SYSTEM:

(i) MAF from OEM of CCTV, Networking (Active & Passive), Fire Alarm system, BMS, Access Control System (including VMS) and Public Address System and Audio Video System are mandatory during finalization of sub-vendors. MAF should confirm the back-to-back warranty from the OEM. SI should have presence in Eastern India.

(ii) The scope of work for the equipment, materials and systems to be furnished in accordance with this specification and specified elsewhere shall include design, engineering, fabrication, assembly, proper packing for transportation, delivery at DVC land at New Town, unloading, storage, erection and testing, commissioning and putting the ELV System together with all accessories, and associated equipment as specified here in after, in a fully operational condition acceptable to the owner. The ELV System shall be erected and commissioned, and all other features shall be performed by the bidder as covered under this specification and this work shall be fully in compliance with the requirements stated herein in the tender specification.

The vendor shall also provide all material, equipment and services which may not be specifically stated in the specifications but are required for completeness of the equipment/systems furnished by the vendor and for meeting the intent and requirements of these specifications.

It is not the intent or purpose of this specification to specify all individual system/components since the bidder has full responsibility for engineering and furnishing of total system as stated above.

The bidder shall be responsible for providing all materials, equipment, and services, specified or otherwise which are required to fulfill the intent of ensuring operability, maintainability, and reliability of the total work covered under this specification within his quoted price. This work shall be consistent with modern practice and shall be in compliance with all applicable codes, standards, guides, statutory regulations, and safety requirements in force on the date of award of this contract.

(iii) The CEA Guidelines on Cyber Security in Power Sector 2021 as per attached document 'Guidelines on Cyber Security in Power Sector 2021' to be followed.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
127 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

45.0 NKDA RULES TO BE FOLLOWED:

The rules to be followed during the construction of the building as mentioned by New Town development Authority are hereunder:

45.1 For the construction power meter, the intending customer / applicant should apply to the WBSEDCL at least 60 days before starting its construction work and it is to be ensured that use of D.G set will not be allowed for construction purposes.

45.2 Before starting any construction, the site must conform with the plans sanctioned and all the conditions as proposed in the plan should be fulfilled. The validity of the written permission to execute the work is subject to above conditions.

45.3 The construction should be undertaken as per sanctioned plan only and no deviation from the NewTown Kolkata (Building) Rules, 2009 will be allowed. If the construction operation of the building in any part or in any manner is carried out in contravention to sanctioned drawings by New Town Kolkata Development Authority, then such construction will be stopped with immediate effect subsequent to revocation of construction permission and unauthorized construction or such part there of shall be demolished without delay, and the cost of such demolition will be entirely recovered from the applicant in accordance with the provisions of the Public Demand Recovery Act 1913 (Ben-Act-III of 1913).

45.4 Any deviation done against the New Town Kolkata (Building) Rules is liable to be demolished and the supervising Architect/Technical Persons engaged on the job would run the risk on having his/her license cancelled.

45.5 The construction will be undertaken as per the sanctioned plan only. The boundary pillars which are permanent landmarks, must not be removed, mutilated or disturbed under any circumstances.

45.6 Not less than seven days before commencement to undertake building operation, the applicant shall submit a written notice in the specified form mentioning the date on which he/she proposes to commence the building construction. The applicant shall communicate this office for to supervising the various stages of building construction operation to be undertaken progressively.

45.7 Provision of landscaping is encouraged at the frontal area from property lineup to the edge of the box drain by plantation of grass and decorative shrubs (under no circumstances any other plant variety will be allowed) and enclosing the said area by erecting bamboo fencing of height 1.2 Mts. Maximum. However, creation of such landscaping shall not create any type of right over the land. The frontal area landscaping plan must be presented before NKDA for prior approval (if applicable).

45.8 During construction activity no construction waste is allowed to be disposed in the adjacent service manhole/ gully pit of sewerage and drainage. The site surrounding (including the public access) shall have to be cleaned and finished in all way. A photograph of the building showing its status as well as the site condition is to be filed for office record.

45.9 No construction material shall be stacked/ stored on the carriageway of any road/street in New town Kolkata.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
128 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

45.10 The construction and demolition waste, slurries shall not be dumped in common public places or in any vacant plot.

45.11 The provision of rule 12A regarding construction material management and proper disposal of construction and demolition waste is to be followed. Otherwise a fine of Rs 50,000/- shall be imposed for each incident of violation and additional fine of Rs. 10,000/- per day of delay shall be imposed in case of non-payment of due fine within the stipulated period.

45.12 The construction site should be properly maintained so that no nuisance is created by the construction activity as well as by the construction workers, proper facilities for labour hutment, toilets, kitchen etc. should be made from the starting of the construction in a hygienic manner. Failing which penal action will be taken as for existing rules.

45.13 During construction proper toilet facilities (temporary in nature) for working labour should be provided and will be checked by NKDA officials time to time during construction period.

45.14 The construction area/building should be wrapped in terms of law for the time being in force installing dust barriers or other actions as appropriate for the location.

45.15 Underground telecom duct might have gone adjacent to your boundary, kindly keep safe distances while erecting the boundary wall. If You damage it, you have to reimburse the cost of repair.

45.16 A paid service has been made available by the NKDA for disposal of construction and demolition waste. For further detail information please visit www.nkdamar.org.

45.17 In case of Violation of any rule including rule 12A of New Town Kolkata Building Rules 2009 Occupancy/Partial Occupancy certificate shall not be issued.

46. TERMS OF PAYMENT:

(I) The payment of advance is normally discouraged. If the Contractor wishes to take the advance, the advance payment may be given as Interest bearing advance payment on fulfilling the following: -

A (i) Acceptance of Letter of Award (LOA) and Signing of the Contract Agreement.

A (ii) Submission of an unconditional Bank Guarantee covering the 110% of the advance amount which shall be kept valid upto (ninety) 90 days beyond the schedule date of successful Completion of the Facilities under the Package. Proforma of Bank Guarantee is enclosed in Section - V – Bank Guarantee Form for Advance payment.

A (iii) Submission of an unconditional Bank Guarantee towards Performance Security in respect of the Contract, as applicable initially valid upto 12 months after the completion of work (i.e. Guarantee/Warranty period covered under the contract) plus six months claim period thereafter. The proforma of Bank Guarantee is enclosed in Section - V - Form of Performance Security. However, in case of delay in completion, the validity of this Bank Guarantee shall be extended by the period of such delay.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
129 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

A (iv) Submission of a detailed work schedule & mobilization schedule and its approval by the Employer.

B. The recovery of the interest component on the above advance amount shall be made from the next progressive payments released to the contractor. The amount of interest to be recovered from a particular bill shall be calculated as per prevailing SBI base rate plus 3.5% on the value of advance corresponding to the %age of total progressive payment being released. The period for which the interest is to be calculated shall be reckoned from the date of release of the advance payment to the actual date of release of the said progressive payment or the expiry of the stipulated time frame for release of such progressive payments under the contract, whichever is earlier. If the amount payable under any interim bill is not sufficient to cover all deductions to be made for interest on the advance payment and other sums deductible there from, the balance outstanding shall be recovered from the next payments immediately falling due.

C. The advance payment should be fully adjusted/recovered within the original Contractual completion period. If any amount of the advance payment is not adjusted within the original Contractual completion period, then the same shall be recovered from the next payments immediately falling due.

D. In case the contractor decides not to take interest bearing advance payment, the payment shall be made with the next progressive payment on fulfilling the clause A(i), A(iii) & A(iv) above.

(II). (i) If the Contractor wishes to take the interest bearing advance, the payment terms shall be as below: -

- (a) Five Percent (5%) of the total Contract price as Interest bearing Advance Payment on fulfilling of the Clause No.(I) above.
- (b) Next Five Percent (5%) of the total Contract price as Interest bearing Advance Payment on fulfilling of the Clause No.(I) above and establishing their office at site and mobilization of plant & equipment in preparatory to commencement of Works and its Certification by the Project Manager.
- (c) Eighty Percent (80%) of the price component will be made on pro-rata item rate basis against progressive work on certification by the Project Manager for the work done.
- (d) Ten Percent (10%) of the total Contract Price on successful Completion of entire scope of work as per the Contract and its Certification by the Project Manager.

(ii) If the Contractor wishes not to take the interest bearing advance, the payment terms shall be as below {on fulfilling conditions under (I). A. (i), (iii) & (iv) above}: -

- (a) Ninety percent (90%) of the price component will be made on pro-rata item rate basis against progressive work on certification by the Project Manager for the work done.
- (b) Ten Percent (10%) of the total Contract Price on successful Completion of entire scope of work as per the Contract and its Certification by the Project Manager.

47.0 PRICE BASIS:



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
130 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

The Contract Price shall be FIRM & FIXED during the entire execution period of the Contract and inclusive of all taxes, duties, levies, cess, etc. but only exclusive of Goods and Services Tax.

48. ADDITIONS / ALTERATIONS / MODIFICATIONS / VARIATIONS:

48.1 The quantity of works mentioned in the schedule of items for works is approximate and is liable to variation during actual execution of work. The Corporation shall be at liberty to get it done by the Contractor at the rates initially tendered by him at the time of execution of the works and the contractor is bound to do all such excess works.

48.2 The Engineer-in-charge shall have power to make any alteration and/or additions to the original specification, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the Contractor shall be bound to carry out the work in accordance with the instruction which may be given to him in writing signed by the Engineer-in-charge and such alteration shall not invalidate the contract and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same rates as are specified in the tender for main work. The time for completion of work shall be extended in the proportion that the additional work bears to the original contract work and the certificate of Engineer-in-charge shall be final and conclusive as to such proportion.

48.3 If the altered, additional or substituted work includes any class of work for which no rates are specified in this contract then such class of works shall be carried out at the rates entered in the schedule of Rates of CPWD / DVC, which was in force at the time of acceptance of the contract minus/plus the percentage which the total tender amount bears to the estimated cost of the entire work put to tender.

48.4 If the altered additional or substituted work is not entered in the said schedule of rates, payment there of shall be made by the Engineer-in-charge by determining the rates of analysis worked out from:

(a) The basic rates of materials and labour provided in CPWD / DVC Schedule of Rates which was in force at the time of acceptance of contract.

or

(b) The current market rates of materials and labour whenever basic rates for the work are not available in the schedule.

In case when such rates are determined on analysis by the Engineer-in-charge under (a) above, the stipulated percentage above or below as provided in the contract shall also apply, and in case of rates worked out on analysis under (b) above, no contractual percentage will be applicable.

In all the above cases under Sl. (48.1) to (48.4) above, the decision of the Engineer-in-charge shall be full and final.

48.5 In the event of a dispute, the decision of the Engineer-in-Charge will be final, provided always



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
131 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

that the contractor shall not be entitled to any payment for any additional work done unless he has received an order in writing from Engineer-in-charge for the additional work and the contractor shall be bound to submit his claims for any additional work done during any month on/or before the 15th day of the following month accompanied by a copy of the order in writing of the Engineer-in-charge for the additional work and that the contractor shall not be entitled to any payment in respect of such additional work if fails to submit his claims within the aforesaid period.

48.6 If at any time after the commencement of the work the Engineer-in-Charge shall for any reason whatsoever not require the whole work thereof as specified in the tender to be carried out, the Engineer-in-charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment and of compensation whatsoever on the account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall have any claim for compensation by reason of any addition and/or alteration having been made in the original specification, drawing, design and instruction which shall involve curtailment of work as originally contemplated.

49.0 COMPLETION SCHEDULE:

1095 (One thousand and ninety five) days from the date of issuance of Notification of Award (NOA) / Letter of Award (LOA).

50.0 SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:

Shall be as per ITB

51.0 DEFECT LIABILITY PERIOD:

The defect liability period shall be 365 (three hundred and sixty five) days from the date of handing over of the entire project to the client, in all respect, and acceptance of the same by the client.

52.0 CONTRACTOR'S OBLIGATIONS:

- i) The work will be carried out as per relevant items of BOQ and Technical Specifications uploaded as part of tender documents in respect of civil work and any other work as per corresponding technical specifications enclosed with this document and BOQ description.
- ii) For any item where Detailed Technical Specification is not available in the NIT, CPWD Specifications and BIS code shall have to be followed by the contractor without any additional expense to DVC.
- iii) Work will be executed as an item rate contract, which shall be executed between DVC & finally qualified and selected bidder.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
132 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

iv) The bidder / contractor shall be deemed to have full knowledge of the site and site limitations, whether he visits site or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

v) Before tendering, bidder is advised to visit site and its surroundings to assess and satisfy themselves about the local conditions such as access to the site, adequacy of the existing culverts / bridges / roads for the expected traffic, availability of water and power supply, application / details of taxes, duties, royalties and levies, underground water table, availability of accommodation, weather characteristics, local terrain, availability of construction materials, minimum wages, labour and other related laws, environmental and safety laws, acts and regulations and any other relevant information, as required by them. The bidder may obtain all necessary information as to risk, contingencies and other circumstances, which may influence or affect their tender. Bidder shall be deemed to have considered local conditions and information and to have satisfied himself in all respects before quoting his rates and terms and no claim whatsoever in this regard shall be entertained by the Owner at a later date.

vi) The Site-In-Charge of DVC shall have power to make alterations in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and to omit a part of the works in case of non-availability of a portion of the Site or for any other reasons he may consider necessary and/or reasonable. Any such alterations, omissions, additions or substitutions shall be ordered by the Site-In-Charge of DVC as a deviation. The Contractor shall be bound to carry out the said deviation in accordance with instructions given to him in writing by the Site-In-Charge of DVC and such alterations, omissions, additions or substitutions shall form part of the Contract as if originally provided therein and shall be carried out by the Contractor on the same conditions and rates in all respects on which he agreed to do the original Works, except as otherwise provided hereinabove.

vii) Access roads to his work sites, offices, stores, preassembly / fabrication yard, etc. as required for providing approach/access for men, materials, equipment, cranes, trailer, construction/erection activities etc., what so ever are required by the bidder, shall be constructed and maintained by the bidder at his own cost.

viii) Contractor shall build his own site office, cement godown for storing of cement, other bought out item storage godowns at his own cost, DVC shall provide the area if and wherever available for this purpose on as is where is basis. Contractor shall ensure that all such constructions are well engineered, neatly constructed and overall present a pleasing look.

ix) Contractor shall try to use ash and ash based products in brick works. He shall also try to use ash and ash based products in construction of his offices, stores, staff quarters and labour huts etc. He shall furnish a compliance report along with all details of use of ash and ash based products along with each bill.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
133 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

- x) All bought out items shall be procured on the basis of approval of samples and as per approved data sheet and working drawings.
- xi) All materials shall be ordered, procured and stored well in advance to avoid use of sub-standard items under compulsion to maintain the construction schedule.
- xii) All bought out items shall be from the approved vendors. For this purpose, bidders shall furnish the list of manufacturers of each of the bought out items mentioned in the bid, which shall be reviewed and approved by DVC before procurement. All testing of materials / cement / concrete shall be done as per NIT Specification / CPWD Specification by the contractor at his own cost at DVC approved laboratories.
- xiii) Works done will always be subject to DVC's inspection and approval before acceptance and payment. Inspection of work will not however, relieve the contractor of their responsibility to work strictly in conformity with the specification and/ or drawing/ samples etc.
- xiv) DVC shall supply the soft copies of working drawing duly released for construction and the vendor shall make requisite no. of hard copies on their own for working purpose and shall also provide one set of hard copy of the said working drawings to DVC site engineer. Non availability of Hard copy shall not be reckoned as reason for delay in work.
- xv) Contractor shall be responsible for performance of his works in accordance with the specified construction schedule. If at any time, the Contractor is falling behind the schedule, he shall take necessary action to make good for such delays by increasing his work force or by working overtime or otherwise accelerate the progress of the work to comply with the schedule and shall communicate such actions in writing to the Employer, satisfying that his action will compensate for the delay. The Contractor shall not be allowed any extra compensation for such action.
- xvi) The Engineer I/C shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a -way that it may cause accidents and endanger the safety of the persons and / or property, and / or equipment. In such cases, the contractor shall be informed in writing about the nature of hazards and possible injury / accident and he shall comply to remove shortcomings promptly. The Contractor after stopping the specific work can, if felt necessary appeal against the order of stoppage of work to the Engineer-in-charge within 3 days of such stoppage of work and decision of the Project Manager in this respect shall be conclusive and binding on the Contractor.
- xvii) The Contractor shall not be entitled for any damages / compensation for stoppage of work due to safety reasons and the period of such stoppage of work shall not be taken as an extension of time for Completion of the Facilities and will not be the ground for waiver of levy of liquidated damages.
- xviii) In the execution of the Works, no person other than the Contractor or his duly appointed representative and workmen, shall be allowed to do work on the Site, except by the special permission, in writing by the Employer or his representative.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
134 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

xix) The Contractor shall keep the Employer informed in advance regarding his field activity plans and schedules for carrying out each part of the works. Any review of such plan or schedule or method of work by the Employer shall not relieve the Contractor of any of his responsibilities towards the field activities. Such reviews shall also not be considered as an assumption of any risk or liability by the Employer or any of his representatives and no claim of the Contractor will be entertained because of the failure or inefficiency of any such plan or schedule or method of work reviewed. The Contractor shall be solely responsible for the safety, adequacy of the works. The Contractor shall have the complete responsibility for the conditions of the Work-Site including the safety of all persons employed by him and all the properties under his custody during the performance of the work. This requirement shall apply continuously till the completion of the Contract and shall not be limited to normal working hours. The construction review by the Employer is not intended to include review of Contractor's safety measures in, on or near the Work-Site, and their adequacy or otherwise.

xx) The Contractor shall submit to the Employer, on the first day of every month, a man hour schedule for the month, detailing the man hours scheduled for the month, skill-wise and area-wise.

xxi) The Contractor shall have total responsibility for protecting his works till it is finally taken over by the Employer. No claim will be entertained by the Employer or the representative of the Employer for any damage or loss to the Contractor's works and the Contractor shall be responsible for complete restoration of the damaged works to original conditions to comply with the specification and drawings. Should any such damage to the Contractor's Works occur because of other party not being under his supervision or control, the Contractor shall make his claim directly with the party concerned. If disagreement or conflict or dispute develops between the Contractor and the other party or parties concerned regarding the responsibility for damage to the Contractor's Works the same shall be resolved as per the provisions as specified below. The Contractor shall not cause any delay in the repair of such damaged Works because of any delay in the resolution of such disputes. The Contractor shall proceed to repair the Work immediately and no cause thereof will be assigned pending resolution of such disputes.

xxii) The Contractor shall comply with the Minimum Wages Act and the Payment of Wages Act (both of the Government of India) and the rules made there under in respect of his labour currently employed on or connected with the contract. In case the Employer becomes liable to pay any wages or dues to the labour or any Government agency under any of the provisions of the Minimum Wages Act, Workmen Compensation Act, Contract Labour Regulation Abolition Act or any other law due to act of omission of the Contractor, the Employer may make such payments and shall recover the same from the Contractor's Bills.

xxiii) The Contractor shall confine all his field operations to those works which can be performed without subjecting the equipment and materials to adverse effects during inclement weather conditions, like monsoon, storms, etc. and during other unfavorable construction conditions. No field activities shall be performed by the Contractor under conditions which might adversely affect the quality and efficiency thereof, unless special precautions or measures are taken by the Contractor in a proper and satisfactory manner in the performance of such Works and with the concurrence of the



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
135 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

Employer. Such unfavorable construction conditions will in no way relieve the Contractor of his responsibility to perform the Works as per the schedule.

xxiv) The contractor should ensure that all electrical installations at the construction work comply with the requirements of latest electricity acts / rules. The contractor shall take all adequate measures to prevent any worker from coming into physical contact with any electrical equipment or apparatus, machines or live electrical circuits which may cause electrical hazards during the construction work. The contractor shall provide the sufficient ELCBs / RCCBs for all the portable equipment, electrical switchboards, distribution panels etc. to prevent electrical shocks. The contractor should ensure use of single / double insulated hand tools or low voltage i.e., 110 volts hand tools. The contractor should also ensure that all temporary electrical installations at the construction works are provided with earth leakage circuit breakers. No electric cable in use by the Contractor /Employer will be disturbed without prior permission. No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached to it. The Contractor shall employ necessary number of qualified, full time Electricians/electrical supervisors to maintain his temporary electrical installations.

xxv) Bidder shall comply with all the applicable statutory rules pertaining to Factories Act, Fire Safety Rules at Tariff Advisory Committee. Water Act for pollution control, Explosives Act, etc. Provisions of safety, health and welfare according to Factories Act shall be complied with. These shall include provision of railing, fire escape, locker room for workmen, pantry, toilets, rest room etc. Provisions for fire proof doors, number of staircases, fire separation wall, lath plastering/encasing the structural members (in fire prone areas), type of glazing etc. shall be made according to the recommendations of Tariff Advisory Committee. Statutory clearances and norms of State Pollution Control Board shall be followed.

53.0 OEM CERTIFICATES FOR WARRANTY FROM THE ORIGINAL EQUIPMENT MANUFACTURER (OEM):

OEM Certificates for Warranty from the Original Equipment Manufacturer (OEM) for all the Equipment / Appliances / Machines / Illumination System etc. to be installed as per the scope of work under this NIT, is required to be handed over to DVC.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
136 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

VOLUME - I

SECTION – V

BID FORMS AND PROCEDURES (BFP)



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
137 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

TABLE OF

BID FORMS AND PROCEDURES (BFP)

- 1 Form of Letter of Bid
- 2 Bid Security - Bank Guarantee form
- 3 Form of Contract Agreement
- 4 Security Deposit-Cum-Performance Bank Guarantee Form
- 5 Bank Guarantee Verification check List&Instruction for furnishing Bank Guarantee
- 6 Form of Extension of Bank Guarantee
- 7 Proforma for Affidavit to be submitted by the Bidder
- 8 Format for Contractor's Performance Evaluation
- 9 Proforma for Notarized Power of Attorney
- 10 Proforma for No Relation Certificate
- 11 Form for Acceptance of On Line Reverse e-Auction
- 12 Business Rules for On Line Reverse e-Auction
- 13 Forms of Joint Deed of Undertaking
- 14 Form of Bank Guarantee for JV / Associate
- 15 Power of Attorney for JV
- 16 Power of Attorney for Associate
- 17 Proforma of Integrity Pact
- 18 DVC's Banker Details
- 19 Bidder's Declaration On MII Policy
- 20 Format for Green Building Certificate



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
138 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

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, 3rd 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:

NIT No.: NIT NO DVC/Tender/Head Quarter/Engineering/CMM/Works and Service/00045/Capital Dated: 25.11.2023.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
139 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

9. Place:

10. Date:

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



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
140 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

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

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

Notwithstanding anything stated above, our liability under this guarantee shall be restricted to Rs. (Rupees) only and our guarantee shall remain in force uptoand 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.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
141 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

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.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
142 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

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.
- 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



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
143 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

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.
- 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.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
144 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

- 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.
- 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



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
145 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

- 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.
- 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.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
146 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

- 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.

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



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
147 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

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.
- 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



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
148 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

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.

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.

SCHEDULE - (I)

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

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.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
149 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

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 atfor.....(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



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
150 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

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.

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 thisday 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.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
151 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

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/initialed 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).		



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
152 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

(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.**

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

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

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

4. A Confirmation Letter of the concerned Bank must be furnished as a proof of genuineness of the Guarantee issued by them.

5. **Any B.G. if executed on Non-Judicial Stamp paper after 6(six) months of the purchase of such stamp paper shall be treated as Non-valid.**

6. Each page of the B.G. must bear signature and seal of the Bank and B.G. Number.

7. The contents of the B.G. shall be strictly as Proforma prescribed by D.V.C. in line with NIT/LOA etc. and must contain all factual details.

8. Any correction, deletion etc. in the B.G. should be authenticated by the Bank Officials signing the B.G.

9. In case of extension of a Contract/Bid validity period, the validity of the B.G. must be extended accordingly.

10. B.G. must be furnished within the stipulated period as mentioned in NIT/LOA etc.

11. Issuing Bank/The Contractor are requested to mention the NIT/LOA etc. reference along with the B.G. No. for making any future queries to D.V.C.

12. Signing by witnesses in the Bank Guarantee/Performance Guarantee/Security is not mandatory.

13. B.G. must be issued through **SFMS system.**



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
153 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

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 atand having its head office atdo 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.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
154 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

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 foragainst NIT No.-----
----- dated-----, vide Bid ID-----

2. All declaration furnished by me/us on-line in respect of fulfilment 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 ofyear/s, effective from..... to.....

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

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

OR

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



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
155 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

6. If any information furnished by me/us online and scanned copy of documents uploaded in support of the information by me/us towards eligibility is found to be false/incorrect at anytime, DVC may cancel my Tender and penal action as deemed fit may be taken against me/ us, including termination of the contract, forfeiture of Earnest Money 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



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
156 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

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	Quality of manpower deployed (As per the terms & condition of contract, NIT, including literacy, etc., if any) a. Skilled category (Either ITI holder, HP welders, Fitters, Gang head of erection team and /or selected by the 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.		



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
157 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

		06	
5	Use of proper tools and tackles applicable for a particular job	05	
6	Training of contractor's manpower at DVC training centre for at least 0 hours per fortnight.	04	
B	Adhere to Time Schedule : Maximum 30 Marks		
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	
C	Adherence to Safety : Maximum 15 Marks		
1	100% Supply of PPE & Uniform as identified in contract for workers	05	
2	Follow health and safety plan whatever layout by safety deptt. time to time	02	
3	Special care while working at heights (use of proper sized platform/safety belts, nets, etc.)	02	
4	Proper handling of material (while lifting heavy material at height) (Example: Use of cage/basket , checking of winch, crane, wire rope, etc.)	02	
5	Periodic testing of lifting tools and tackles which are at the contractor's scope inspection of tools and tackles before start of work and during the execution of contract whenever required	02	
6	Participation in Safety Awareness of the workers and training given by DVC and safety related records	01	
7	Promptness and responsiveness during emergencies	01	
8	Non-compliance of safety & requirements (depends on reports issued for violation of safety)	0 to(-)4	
D	Responsiveness : Maximum 10 Marks		

**DAMODAR VALLEY CORPORATION**

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
158 of
191**Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town**

1	Ability to respond positively for changes in scope, schedules, manpower, providing scope and space to other contractors.	02	
2	Availability of the contractor/site-in-charge with adequate authorization and powers for execution of job. Site-in-charge response on Mobile/phone	02	
3	Attending Telephone calls both land line and mobile for 24X7 hrs	02	
4	Attending daily/weekly/monthly or other meetings	01	
5	Deployment of adequate and appropriate manpower from time to time	01	
6	Timely submission of check lists etc.	01	
7	Timely submission of bills, invoices and other required documents	01	
E	Statutory Compliances : 0 to (-) 30 Marks		
1	Complaints received from the contract workers regarding underpayment (less than statutory rates)/delayed payment, no payment)	0 to (-)10	
2	No Record of release of PF to workers and/or complaints received regarding the payment of PF	0 to (-)10	
3	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	
	Total (A to E)	100	
F	Bonus Points : 10 Marks		
1	Special initiative taken for the welfare of the contract workers	03	
2	Showing interest to come out with suggestive innovative ideas	03	
3	To provide scope and space for the work of other agencies.	02	
4	Response to DVC Tender Enquiries	02	
5	Claims and dispute	0 to (-)3	
	TOTAL (A to F)		
G	Total Marks obtained in the month		
	Cumulative Marks up to Previous Month		
	Marks in this Month (Total A to F)		
	Cumulative Marks		
	Up to date Average Marks = $\frac{\text{Cumulative Marks Obtained}}{\text{No. of Months}}$		

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



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
159 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

(Sign of concerned Engineer-in-Charge of DVC)
Contractor)

(Sign of Authorized Representative of

Contractor's Performance Rating

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

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



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
160 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

Name

Designation

NOTE :

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

(Sign of Authorized Representative of Contractor)



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
161 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

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



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
162 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

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



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
163 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

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:



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
164 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

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/works, 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 as per the NIT requirement.

On-line Reverse e-Auction: On-line Reverse e-Auction 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/Bidding is on an Internet website/ platform [<https://etenders.gov.in/eprocure/app>].

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

Client: Client is DVC who has contracted 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/contractors/service providers desiring to sell the items/ do the job to the Client.

Bidder / Tenderer: Bidder is the individual/business entity participating in the Reverse e-Auction, intending to supply the items/ do the job to the Client. To be 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.

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

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. The conditions include:

* Automatic extension in the event of bids being entered towards the end of the scheduled duration to facilitate the other bidders to view and react to the bid.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
165 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

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.

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

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

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 - to be decided by TC.

2. Schedule for On Line Reverse e-Auction:

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

Start Time: 03:00 pm

End Time: 04:00 pm

3. Reverse e-Auction Extension Time:

The process of online Reverse Auction/Bidding shall initially be held for a period of 1 hrs. In the event of a Bid received in the last 05 minutes, if the resulting in a change of prevailing L1 price, the period of the auction shall get extended automatically by 05 minutes from the time of submission of such Bid. This process will continue till no change in L1 price takes place in the last 05 minutes.

It may be noted that the auto-extension will take place only if a valid Bid comes in those last 05 minutes



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
166 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

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.

However, Bidders is 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.

During the Reverse e-Auction period, if no Bid is received at DVC's end, Reverse e-Auction shall be reconducted by DVC on the same day, or some other day by DVC at its sole discretion.

In case, the online Reverse e-Auction is inconclusive on account of system malfunctioning or break in internet connectivity at DVC's end, Reverse Auction / Bidding shall be reconducted by DVC on the same day, or some other day.

If the Bidder makes any mistake in submission in Reverse e-Auction, DVC shall not be responsible for the same and no request shall be entertained for the mistake committed by the Bidder. DVC shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.

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

4. Post Bidding Procedure:

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

5. Procedure of Reverse e-Auction:

- a) All bidders shall submit their Initial Price Offer along with submission of Techno-Commercial bid as per schedule mentioned in Data Sheet online only.
- b) The Initial Price Offers shall be evaluated to arrive at the lowest Initial Price Offer.
- c) DVC reserves the right to fix the "Opening Price" i.e. the base price/ start price for Reverse e-Auction.
- d) The "**Opening Price**" i.e. the start price for Reverse e-Auction will be as decided by DVC in Indian Rupees (INR) after evaluation of the Initial Price Offers.
- e) Final price offer (L1 basis) from the techno-commercially qualified bidders (please see point no. 38 below) will be obtained through On Line Reverse e-Auction procedure on the e-platform of <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 "**L₁ Bidder**" and this continues as an iterative process.
- i) After completion of the online Reverse e-Auction, the "**Closing Price (CP)**" shall be available



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
167 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

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 able to view the following on their screen along with the necessary fields during Online Reverse e-Auction (live auction):

- (a) Auction Start Price/Opening Price.
- (b) Decrement Price
- (c) Auction submitted date & time
- (d) Auction extended up to
- (e) Current price
- (f) My auction price
- (g) Maximum Seal

4) Once the Live auction is over, System will generate BoQ comparative chart showing the Names and Rates of Bidders quoted in the tender as well as (L1) Rates quoted by them in the Auction. Over all bid ranking of each bidder will be generated by system based on either Auction price or financial bid price. The chronologically last bid submitted by the bidder till the end of the auction shall be considered as the valid price bid of that bidder.

5) DVC reserves the right to cancel/reschedule/extend the Reverse e-Auction process/tender at any time, before ordering, without assigning any reason.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
168 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

- 6) DVC shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of DVC shall be binding on the bidders.
- 7) Other terms and conditions shall be as per bidder's Techno-Commercial Proposals and as per DVC's Bidding documents and other correspondences, if any, till date.
- 8) Bidders are required to submit their acceptance to the stipulated terms and conditions before participating in the Reverse e-Auction.
- 9) For the Reverse e-Auction, technically and commercially acceptable bidders only shall be eligible to participate.
- 10) Bidders shall ensure online submission of their 'Bid Price' within the Bidding Period.
- 11) Business rules for Reverse e-Auction like event date, time, Bid decrement, extension etc. shall be as per the business rules, enumerated above, for compliance.
- 12) Bidders have to accept 'Terms & Condition' and the 'Business Rules of Reverse e-Auction' before start of Reverse e-Auction. Without this, the bidder will not be eligible to submit bid in the Reverse e-Auction.
- 13) In line with the provisions of bidding document, DVC will provide the Price Schedule format in MS EXCEL sheet. (BOQ format)
- 14) On Line Reverse e-Auction will be conducted on scheduled date & time, which shall be intimated to the eligible bidders in advance.
- 15) After conclusion of the Reverse e-Auction event, the lowest Bidder has to e-mail from its registered e-mail Id, "Final percentage (%) decrement as quoted" during the online Reverse e-Auction duly signed by the authorized person, in the prescribed Price Schedule- Excel Sheet format, within four (4) hours of Bidding End Time without fail.
- 16) Bidders should acquaint themselves of the 'Business Rules of Reverse e-Auction' stipulated at above.
- 17) If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant DVC guidelines, shall be initiated by DVC.
- 18) The Bidder shall not divulge either his Bids or any other exclusive details of DVC to any other Bidder.
- 19) Period of validity of Prices received through Reverse e-Auction shall be same as that of the period of validity of bids offered.
- 20) Bidders may note that, although extension time is 'X' minutes, there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering the processing time for data exchange



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
169 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

and the possible network congestion, bidders must avoid the last-minute hosting of the Price Bid.

21) Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of DVC, bid process, bid technology, bid documentation and bid details.

22) It is brought to the attention of the bidders that the bid event will lead to the final price only.

23) Technical and other non-commercial queries (not impacting price) can only be routed to the DVC contact personnel indicated in the bidding documents.

24) Order finalization and post order activities would be transacted directly between successful bidder and DVC.

25) In case of any problem faced by the bidder during Reverse e-Auction and for all Bidding process related queries, bidders are advised to contact the persons indicated in the bid document.

26) Bidders are advised to visit the Bidding page and enter the 'Live Bidding' cockpit successfully well in advance to identify/rectify the problems to avoid last minute hitches.

27) DVC will not be responsible for any PC configuration/Java related issues, software/hardware related issues, telephone line glitches and breakdown/slow speed in internet connection of PC at Bidder's end.

28) Bidders may note that it may not be possible to extend any help, during Reverse e-Auction, over phone or in person in relation to rectification of PC/Internet/Java related issues and Bidder may lose the chance of participation in the Bidding.

29) For access to the Bidding site, the following URL is to be used: <https://etenders.gov.in/eprocure/app>. For user guidance please follow the manual which is there in the website.

30) No queries shall be entertained while Reverse e-Auction is in progress.

31) Final rate of individual items of the L1 bidder of Reverse e-Auction shall be calculated on the basis of same percentage (%) of reduction/ decrement for each items as that of received on item-wise price during the Reverse e-Auction from L1 bidder (L1 basis) over base price/opening price of Reverse e-Auction.

32) In the event of L-1 bidder refusing to give breakup of price and in case order cannot be placed without price breakup the bidder shall be suspended for a period of six months from the date of issue of suspension order. The suspension will apply prospectively and during suspension period, enquiry shall not be issued to the firm and bid submitted in open tender shall be rejected.

33) In the event of L-1 bidder backing out prior to placement of order, the bidder shall be suspended for a period of six months from the date of issue of suspension order. The



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
170 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

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

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



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
171 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

Form no.13. FORM OF DEED OF JOINT UNDERTAKING

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

**FORM OF DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER & **
'ASSOCIATE' / 'PROMOTER COMPANY (IES) OF JVC' FOR SUCCESSFUL
PERFORMANCE OF THE CONTRACT OF ".....(mentioned
name of the work)".**

This DEED of UNDERTAKING executed this..... day of 2021..... 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** which expression shall include its successors, administrators, executors and permitted assigns)

Or,

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 work)" as specified in its Bidding Document.

NIT No.: NIT NO DVC/Tender/Head Quarter/Engineering/CMM/Works and Service/00045/Capital Dated: 25.11.2023.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
172 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

AND WHEREAS, M/s....., {As Associate} meets the stipulated requirements as per Clauseof IFB of Bidding Documents,

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 Clauseof IFB of Bidding Documents ,

And we, the Bidder & the **** Associate / 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 work**)” in the event the Bid is accepted by the Employer resulting in a Contract (hereinafter called the **"Contract"**).

WHEREAS M/s (the Bidder/Contractor) is submitting its proposal No..... datedin response to the aforesaid Invitation for **Bid** “.....(**name of the work**)” 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 / 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 work**)”.
2. In case of any breach of the Contract committed by the Contractor, we, the **** Associate / 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 work**)”. Further if the Employer sustains any loss or damage on account of any breach of the Contract, we, the **** Associate / 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 / 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 / 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 / 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



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
173 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

to by the Contractor and ** Associate / Promoter Company(ies) of JVC to facilitate the successful performance of the contract of “.....(name of the work)” 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 / Promoter Company(ies) of JVC and Contractor fail to demonstrate successful performance of the contract of “.....(name of the work)” the ** Associate / 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 / Promoter Company(ies) of JVC.

4. We, the Contractor and ** Associate / 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 warranty/guarantee period under the Contract and further stipulate that the Undertaking herein contained shall terminate after six months of satisfactory completion of such warranty/guarantee period. In case of delay in completion of warranty/guarantee 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 / 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 / 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 warranty/guarantee period of the “.....(name of the work)” under the Contract. In case of delay in completion of the warranty/guarantee 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



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
174 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

jurisdiction.

8. We, the ** Associate / 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**

(Promoter Company (ies) of JVC)

Witness

Name _____

1. _____

**(Signatures of the
authorized representative)**

Designation _____

(Official address)

Common Seal _____

**** For M/s**

(Associate)

Witness

Name _____

2. _____



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
175 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

(Signatures of the
authorized representative)

Designation _____

(Official address)

Common Seal _____

Prime Bidder

Witness

1. _____

Name _____

(Signatures of the
authorized representative)

Designation _____

(Official address)

Common Seal _____

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



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
176 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

Form no.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.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
177 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

(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**



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
178 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

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.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
179 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

Form no.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 atall 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, 3rdFloor, 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



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
180 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

Witness:

1.
.....

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

Name:

Designation:

Common Seal

2.
.....

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

Name:

Designation:

Common Seal

Signature of Power of Attorney Holder is attested hereby



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
181 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

Form no.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



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
182 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

Witness:

Signed for and behalf of

1)

Name:

2)

Signed for and on behalf of

Name:

Signature of Power of Attorney Holder is attested hereby

Signature of Power of Attorney Holder

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



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
183 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

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



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
184 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

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

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

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

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

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

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

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

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

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

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

SECTION-4: COMPENSATION FOR DAMAGES



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
185 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

(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.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
186 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

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

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

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

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

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

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

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

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

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

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



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
187 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

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)

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
188 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

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.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
189 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

18. BANKER DETAILS

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



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD
KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
190 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

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)



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

C&M Department, DVC TOWERS, VIP ROAD

KOLKATA- 700 054, Tel. No:+ 91 2355 2936

Page
191 of
191

Construction of a B+G+VIII Storeyed Administrative Building and an Auditorium having seating capacity of 400 people, at DVC land at New Town

FORM NO. 20

Format for Certificate on Green Building

Certified that the B+G+VIII storeyed Administrative Building of DVC at New Town qualifies for a minimum 3-star rating from GRIHA (Green Rating for Integrated Habitat Assessment).

Certified that the final certification of green building shall be obtained by us, from GRIHA, within one (01) year from the date of handing over of the entire project to the client, in all respect, and acceptance of the same by the client.

Authorised Signatory