



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

“Empanelment of Transportation agencies with rate contract for evacuation of ash from ash ponds of Koderma Thermal Power Stations of DVC, and nuisance free transportation along with disposal of the same in abandoned open cast mines /Stone Quarries / NHAI project sites / any other designated places outside plant boundary of KTPS, DVC”

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BID DOCUMENT

FOR

“Empanelment of Transportation agencies with rate contract for evacuation of ash from ash ponds of Koderma Thermal Power Stations of DVC, and nuisance free transportation along with disposal of the same in abandoned open cast mines /Stone Quarries / NHAI project sites / any other designated places outside plant boundary of KTPS, DVC”

Bid Document No.: DVC/Tender/Head Quarter/Power House Civil/CMM/Works and Service/00042 Dated 28-02-2024

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



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“THROUGH e-TENDERING PROCESS ONLY”

Bid Document for

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

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VOLUME - I

INVITATION FOR BIDS (IFB)

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DETAILED INVITATION FOR BID

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

“Empanelment of Transportation agencies with rate contract for evacuation of ash from ash ponds of Koderma Thermal Power Stations of DVC, and nuisance free transportation along with disposal of the same in abandoned open cast mines /Stone Quarries / NHAI project sites / any other designated places outside plant boundary of KTPS, DVC”

Bid Document No.: DVC/Tender/Head Quarter/Power House Civil/CMM/Works and Service/00042 dated 28-02-2024

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

➤ **Envelope-I (offline): Hard Copy Documents**

(Containing documents in support of cost of Tender document, Documents in support of EMD/Bid Security, and Integrity Pact),

➤ **Envelope-II (online):**

Techno Commercial Bid (Containing all Supporting documents for QR & all Techno-commercial documents) and

➤ **Envelope-III (online): Financial Bid:**

(Containing Financial excel sheet duly filled up by the bidder)}

for **“Empanelment of Transportation agencies with rate contract for evacuation of ash from ash ponds of Koderma Thermal Power Stations of DVC, and nuisance free transportation along with disposal of the same in abandoned open cast mines /Stone Quarries / NHAI project sites / any other designated places outside plant boundary of KTPS, DVC”** in the Eastern region of India as per the Scope of Work mentioned hereinafter.

1) BRIEF SCOPE OF WORK: -

The scope of work shall include but shall not be limited to the following:

- i) Evacuation of Ash from different filled up ash ponds of Koderma TPS, DVC.
- ii) Nuisance free transportation and disposal of ash in abandoned open cast mines/Stone Quarries / NHAI road projects and other Central or State Government department / Authority / PMGSY road construction Projects sites / any other designated places outside



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plant boundary of TPSs, DVC.

- iii) The earth for filling shall be uniformly spread in regular horizontal layers as directed by the Engineer-in-Charge over dumped and levelled ash, is to be done by excavating earth by mechanical means from nearby pits from the disposed site and carriage of the same by mechanical transport including loading, unloading, stacking and spreading all complete.
- iv) The items to be executed are given in BOQ. However, the contractor will be liable to carry out the extra items and / or excess quantities of the items in BOQ required for completion of the work as per specification / drawings and as per direction of Engineer-In-Charge of DVC in terms of the provision contained elsewhere in this document.
- v) **Tentative quantity of 28.00 Lac MT** of ash from ash pond of KTPS is to be disposed under this rate contract for a period of one year.
- vi) This is a tender for empanelment of agencies with rate contract as per Clause No. 14 of ITB of Bid Document. After getting this panel approved, separate Work order(s) will be issued to panelled vendors in terms of this Rate Contract as and when requirement of ash transportation to end users will come.
- vii) The detailed Scope of Work shall be as per Volume - VI of Bidding Documents.

2) **BID SECURITY / EARNEST MONEY DEPOSIT (EMD)**

INR 93,91,175/- (Rupees ninety three lakh ninety one thousand one hundred seventy five) only.

3) **COST OF TENDER DOCUMENTS:**

INR 35,000/- (Rupees thirty five thousand only including GST). (Not refundable)

4) **NIT/ Bidding Schedule:**

| Sl. No. | Particulars | Date & Time | Remarks |
|---------|--|--|---|
| i) | Tender Document downloading Date & Timing | From 28-02-2024 at 18:00 Hrs. (IST) to 28-03-2024 at 15:00 Hrs. (IST) | CPP Portal (URL: https://etenders.gov.in/epro cure/app). |
| ii) | Date & Time of pre-bid conference link of Pre-Bid Conference meeting is given below: https://teams.microsoft.com/l/meetup-join/19%3ameeting_NzdiMmZiNmEtZTA5YS00OGU2LTljODQtZmY1Yzc2M2Q1Y2Fk%40thread.v2/0?context=%7b%22Tid%22%3a%22cf94827a-bc3d-4b63-8feb-432960d2d81b%22%2c%22Oid%22%3a%22645a71c6-8741-4b2f-8e2f-16a41a360c64%22%7d | 11-03-2024 at 16:00 Hrs. (IST) | Offline/ Online |
| iii) | Last date of submission of Pre-bid queries | 11-03-2024 at 18:00 Hrs. (IST) | Pre bid query shall be submitted through e-mail |



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| | | | |
|------|---|--|---|
| iv) | Last date & Time of uploading of Bids and also the submission of Envelope-I (offline): Hard Copy Documents | 28-03-2024 at 15:00 Hrs. (IST) | CPP Portal (URL: https://etenders.gov.in/epro cure/app). |
| v) | Bid Opening Date & Time of Techno-commercial Bids (Envelope-I offline & Envelope-II: online) | 29-03-2023 at 15:30 Hrs. (IST) | |
| vi) | Bid Opening Date (Envelope-III online) (only to for those Bidders whose Envelope-I satisfy the conditions as asked in the Bidding Documents and also are QR qualified and techno commercial complied bids as per Bidding Documents) | At a date to be notified by DVC in due course. | CPP Portal (URL: https://etenders.gov.in/epro cure/app). |
| vii) | Date and Time of On Line Reverse Auction as per the Terms & Conditions of NIT. | At a date to be notified by DVC in due course. | CPP Portal (URL: https://etenders.gov.in/epro cure/app). |

- The Tender has been hoisted on CPPP (Central public Procurement Portal) website <https://etenders.gov.in/epro cure/app> for participation and in [www.dvc.gov.in](http://itj.gov.in) & <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/epro cure/app> only. Bidders are requested to visit website <https://etenders.gov.in/epro cure/app> regularly for any addendum/corrigendum/extension till opening of tender.
It will be assumed that the information contained therein will have been taken into account by the Bidder in their bid.
- The Tender shall be processed only through Government e-procurement system of NIC (Ge PNIC) under Central Public Procurement Portal (CPPP) (URL: <https://etenders.gov.in/epro cure/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. However, hardcopy of Envelope-I also has to be submitted within last date of submission of bid as per bidding schedule. 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/epro cure/app>), by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.



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- b) As part of the enrolment process, the bidders will be required to choose a unique User Name and assign a password for their accounts.
 - c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
 - d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate issued by any Certifying Authority recognized by CCA India with their profile.
 - e) Bidder then logs in to the site through the secured log-in by entering their user ID/ password and the password of the DSC / e-Token.
 - f) The Bidder intending to participate in the bid is required to register in the e-tenders portal using his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. He/ She have to submit the relevant information as asked for about the firm/contractor. The bidders, who submit their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including all the Forms/Annexure of this tender.
- More information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in/eprocure/app>.
- For clarification about e-tendering procedures, downloading & Uploading and further details / elaboration, the bidders are advised to contact the following FMP Support Persons, representatives of M/s. National Informatics Centre Services Incorporated(NICSI), available in Help Desk at DVC Towers, C&M Department, 3rd Floor, Kolkata-54, West Bengal, India during the office hours: -
1. Shri Nawajesh Rahman Email ID: rnawajesh@gmail.com (Mob.9831683690)
- 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.

5.0 QUALIFYING REQUIREMENTS:

The bidder should meet the qualifying requirements stipulated hereinunder:

5.01 Qualifying requirements on Technical Capability:

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

- a) Three similar completed works each costing not less than the amount equal to **Rs. 15,02,58,807/- only.**

OR



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b) Two similar completed works each costing not less than the amount equal to **Rs. 18,78,23,509/- only.**

OR

c) One similar completed work costing not less than the amount equal to **Rs. 30,05,17,614/- only.**

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

- i. **Similar Work** means excavation and evacuation and loading and transportation and also dumping or filling or disposal of at least one of the following materials: -
Ash/ earth/ mineral/ coal/ slag/ overburden soil.
- ii. **Completed work** means the executed / completed portion of the Work Order / Annual Maintenance Contract (AMC) / Rate Contract (RC) / Payment Receipt Document with reference to Work Order No. and date or execution certificate with executed value & reference order no. shall also be considered as a proof of execution even if the work has not been completed in totality (subject to furnishing proof of executed value of works in the form of certified copies of Running A/C Bills or any payment receipt documents which is sufficient to prove the works had been completed or to be completed).
- iii. **All the values as mentioned above are exclusive of the value of material & taxes and applicable toll if any.**

5.02 Qualifying Requirements on Financial Capability.:

- a) The Average annual turnover of the bidder for the best 03 years out of last 05 financial years shall not be less than **Rs. 56,34,70,527/- only.**
- b) Net Working capital should be considered for the last financial year or access to credit facilities (only fund based unutilised portion) on the date of NIT, issued from scheduled commercial bank., to be considered.

Net working capital or access to credit facilities (only fund based unutilised portion) on the date of NIT shall not be less than **Rs. 9,39,11,755/- only**
- c) Net worth of the bidder as on the last day of the preceding financial year shall not be less than 100% of the paid-up share capital.
- d) Companies/ Organization under National Company Law Tribunal (NCLT) or Companies/ Organization under Debt Recovery Tribunal (DRT) or Companies/ Organization, who have applied for Corporate Debt Restructuring (CDR) in last two financial years, shall not be considered for bid qualification. A certificate of practicing Chartered Accountant must be produced by the bidder(s) that the bidder(s) does/do not fall under the above criteria.



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

- i) In compliance to the above, the bidder shall submit Audited Annual Accounts with Balance sheet and profit & loss account statements of the last 05(five) financial years.
- ii) In case, where audited results for the preceding financial year are not available, certification of financial statements from a practicing Chartered Accountant shall also be considered acceptable.
- iii) In case of tenders published prior to 30th Sept. of the NIT issuing financial year, where the Bidder is not able to submit the Certificate from a practicing Chartered Accountant certifying its financial statements, the audited results of the year preceding the last financial year(s) shall be considered for evaluating the financial parameters. Further, a Certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that the financial results of the Company are under audit as on the date of NIT and the Certificate from the practicing Chartered Accountant certifying the financial parameters is not available.
- iv) Net working capital means the difference of sum of current assets and sum of current liabilities. Current assets means a sum of cash and cash equivalent, current investment, inventories, trade receivable, short term loan and advances and other current assets. Current liabilities mean a sum of short term borrowings, trade payables, short term provision and other current liabilities.
- v) Other income shall not be considered for arriving at annual turnover.
- vi) Net worth means the sum total of the paid-up share capital and free reserves. Free reserve means all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.

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

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

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

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



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

- a) Meeting quality and technical specification means having documents like copy of Udyog Aadhaar / NSIC / other statutory documents etc with job description in line with "similar item" defined under Qualifying Requirements on Technical Capability and submission of the same. Document in support of "similar item" to be furnished.
- b) Relaxation in eligibility criteria for start-up / MSE shall be applicable as stated above of Note 5.03 (a) only. Any other clause for relaxation in eligibility criteria mentioned elsewhere in the NIT shall not be considered.

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

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

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

- ii) Bidders may take part in the bidding process with associate / collaborator, provided the associates / collaborates with a single firm for covering any deficiency of Technical QR part of individual bidder specified at NIT. In such a case the bidder shall furnish undertaking jointly executed by him and his associate / collaborator for successful performance of the relevant system along with the bid. In case of award, associate / collaborator shall be required to furnish bank guarantee for 5.0% (five percent) of contract price of the work value/ or as per the relevant DVC OM issued from time to time, in addition to the contract performance guarantee to be furnished by the bidder as indicated in bidding documents.
- iii) In case, bidder is a JV and does not meet financial requirements stated at NIT, the financial capability of at least one of the JV partners on whose experience the qualification is sought, shall meet the financial QR.



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- iv) The lead partner shall be authorized to incur liabilities and receive instruction for and/or on behalf of partners of Joint Venture and the entire execution of the contract including receipt of payment shall be done exclusively through lead partners. The authorization shall be authenticated by submitting power of attorney signed by the legally authorized signatories of all the partners as per approved proforma of DVC.
- v) All the partners of the Joint Venture shall be liable jointly and severally for the execution of the contract, if awarded, in accordance with the settled terms & conditions and a copy of agreement entered into by the Joint Venture partners having such provision shall be submitted with the bid. A statement to this effect shall be included in the authorization mentioned under (d) above.
- vi) The Joint Venture of the firms shall furnish all the required information as asked for in the NIT/ GCC / Specification in respect of each of their partners in their bid. In case of successful bid, the form of agreement shall be signed so as to be legally binding on all the partners.

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

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

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

NOTE: -

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

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

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



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

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

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

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

10.0 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.

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

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

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

14.0 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.

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

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

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

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



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- (i) Shri Brajesh Kumar, DGM(M), C&M, DVC, Kolkata, [email: brajesh.kumar@dvc.gov.in](mailto:brajesh.kumar@dvc.gov.in)
Ph-09434250577.
- (ii) Shri Deepak Kumar, Sr. Manager (M), C&M, DVC, Kolkata, [email: deepak.kumar3@dvc.gov.in](mailto:deepak.kumar3@dvc.gov.in)
Ph-06207854672.
- (iii) Shri Merajul Hoque, Manager (C), C&M, DVC, Kolkata, [email: merajul.hoque@dvc.gov.in](mailto:merajul.hoque@dvc.gov.in)
Ph-8210952321.

19.0 Address for communication/ Tender Inviting Authority (TIA):

The Sr. General Manager (M),
C&M Department, 3rd Floor,
Damodar Valley Corporation,
DVC Towers, VIP Road, Kolkata,
West Bengal, Pin: 700054, India,
Email: debabrata.das@dvc.gov.in



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VOLUME – II

INSTRUCTIONS TO BIDDERS (ITB)

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



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1) GENERAL INFORMATION:

- i) The prospective bidders are invited to submit their Bid comprising of Techno- Commercial Bid and Price Bid for the subject work/ service/package, in line with the provision of the bidding documents. Methodology for submission of bids has been detailed hereinafter in this bidding document.
- ii) 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.

Transfer of Bidding Documents purchased by one intending Bidder to another is not permissible.

- iii) DVC reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the DVC's action. Decision of DVC will be final and binding in this regard.
- iv) DVC reserves the right to amend/alter/add/delete any provision of this tender document (except QR).
- v) The Successful bidder should also obtain all necessary clearances and other related statutory requirements etc. as applicable for the subject tender from the concerned authorities, without any additional cost to the DVC.

- vi) Multiple bids by the same person (individually or as a part of a JV Company/Consortium or Associate) are not allowed. Any person that controls (directly or indirectly) a bidder or a member of the bidding Consortium or Associate/ JV Company or any other person(s) which is/are controlled (directly or indirectly) by the aforementioned person, or any person that is controlled (directly or indirectly) by such bidder or member of bidding Consortium or Associate/ JV Company, shall not bid on its own or as a member of a Consortium or Associate/ JV Company for which the bidder or the bidding Consortium or Associate/ JV Company has submitted a bid.

For the purposes of this clause the terms 'person' means any individual, company, corporation, partnership (whether limited or unlimited), proprietorship, trust or any other entity (whether incorporated or not), Hindu undivided family, union or association and in case of a trust shall include the trustee or the trustees for the time being. For the purposes of this clause the terms 'control' as applied to any person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of that person whether through acquisition of shares, voting securities, by contract, or otherwise.

2) BIDDING DOCUMENTS:

The Bidding documents comprise the following: -

| Sl. No. | Content | Description |
|---------|------------|---|
| 1 | Volume-I | Invitation of Bid (IFB). |
| 2 | Volume-II | Instructions to Bidders (ITB) |
| 3 | Volume-III | General Conditions of Contract (GCC) & Debarment Policy |
| 4 | Volume-IV | Special Condition of Contract (GCC) |
| 5 | Volume-V | Bid Forms & Procedures (BFP) |
| 6 | Volume-VI | Scope of Work & Technical Specification with Tender Drawings, Quality Assurance Clauses & Indicative Quality Assurance Plan (QAP) if applicable & Schedule of Rate (BoQ). |
| 7 | | Techno-Commercial Bid (Excel Sheet) & Price Sheet. |



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The Bidders are expected to examine all instructions, forms, terms, conditions, specifications and other information in the bidding documents. Failure to furnish all information required as per the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

3) **CLARIFICATION ON BIDDING DOCUMENTS:**

- a) A prospective Bidder requiring any clarification to the Tender documents may notify the Employer through <https://etenders.gov.in/eprocure/app/> email 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 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 will take place through electronic media (through VC) on the date & time as given in IFB clause 4.0.

For subsequent queries asked by the Bidders after 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 07 days of Pre-Bid conference.

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.

- b) The Bidder is advised to visit and examine the site where the facilities are to be installed and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for supply and installation of the facilities. The costs of visiting the site shall be borne by the bidder fully.
- c) The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.
- d) **"Further, no queries from Bidders shall be entertained after last date of receipt of Queries as specified in IFB. Accordingly, any query(ies) received from Bidder(s) after the cut-off date shall not be entertained."**

4) **AMENDMENT TO BIDDING DOCUMENTS:**

- a) At any time prior to the deadline for submission of bids, 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 except QR after due approval of TIA. The amendment will be notified in writing through the e-tendering portal. It will be assumed that the information contained therein have been taken into account by the Bidder in his bid.
- b) In order to give reasonable time to prospective bidders to take the amendment into account in preparing their bid, DVC may, at his discretion, extend the deadline for the downloading/ selling of tenders and/or uploading/submission/opening of bids after due approval of TIA.
- c) Any addendum/corrigendum/extension, if required, pertaining to NIT will be hoisted in e-



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tendering portal. Bidders is requested to visit DVC e-tendering portal website regularly for any addendum/corrigendum/extension till opening of Bids.

- d) In case of change in technical parameter/ specification/ scope of work, selling/downloading and submission/uploading date may be extended.
- e) 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.

5) PERIOD OF VALIDITY OF BID:

- a) Bids shall remain valid for a period **of 180 days from the date of opening of Bid prescribed by the Employer (DVC)** indicated in Bid Documents.
- b) 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 (whenever applicable) 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.

6) COST OF BIDDING 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.

7) BID SECURITY (EMD):

- a) The Bid security shall, at the Bidder's option, be either in the form of:
 - i. Account Payee Demand Draft /Banker's Cheque in favour Damodar Valley Corporation, or,
 - ii. a bank guarantee from a Commercial Bank, or,
 - iii. Net Banking transfer/ Online payment,

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

In case of BG, the Bank Guarantee shall be from a Bank as specified in Vol-IV: BFP. However, any foreign bank not mentioned in Vol-IV: BFP, 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 in Vol-IV: BFP.

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

The Earnest Money (Account Payee Demand Draft / Banker's Cheque or Bank Guarantee from



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a Commercial Bank/ Net Banking transfer/ Online payment in an acceptable form, as applicable) should be deposited along with the tender, if applicable, in Envelope-I of the amount and currency as stipulate before the date and time set for bid submission (uploading).

NOTE for 6.0 and 7.0 above:

Micro and Small Enterprises registered with any National Small Industries Corporation(NSIC)/Khadi & Village Industries Commission/District Industries Centre/Khadi & Village Industries Board/Coir Board/ Directorate of Handicrafts and Handloom or any other Body specified by Ministry of Micro small and Medium Industries, MSEs registered under Udyog Aadhaar Memorandum(UAM) shall be exempted from payment of Cost of Tender and EMD subject to submission/uploading of scan copy of the documentary evidence like valid Registration Certificate from Appropriate Govt. Authority in e-tender portal and also have to submit the hard copy of the uploaded documents in a separate envelope super scribing "MSME/NSIC CERTIFICATE" to the office as mentioned at Sl. No. 19 of IFB of this Bidding Documents before the date and time set for bid submission (uploading).

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

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

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

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

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

b) Any bid, not accompanied by an acceptable bid security documents & Cost of Tender Documents in Envelope-I, shall be rejected by the Employer (DVC) as being non-responsive and this bid shall not be opened further.

c) Earnest Money will be refunded only to the unsuccessful Tenderer within 30 days after finalization of Tender and no interest will be paid for the same.

However, in case of two part or two stage bidding, Bid securities of unsuccessful bidders during first stage i.e. technical evaluation etc should be returned within 30 days of declaration of result of first stage i.e. technical evaluation etc.

d) The amount of Earnest Money will be refunded to the successful tenderer, after acceptance of their Security Deposit-cum-Performance Guarantee and execution of Contract Agreement (wherever applicable).

e) No interest would be paid against the EMD deposit.



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- f) **Forfeiture of Bid Security:** The bid security may be forfeited without any notice or proof of damage to the Owner, etc. in the following circumstances:
- i) For failure of tenderers to acknowledge the LOA/PO/WO placed within the validity period of their offer,
 - ii) Any bidder withdraws/varies his offer after last date of Bid submission and within the bid validity period before finalization of the tender.
 - iii) If the bidder does not accept the arithmetical correction of its bid price.
 - iv) For failure to submit security cum performance BG within 30 days from the date of issuance of LOA/PO/WO.
 - v) If the acceptance of order is not received within the stipulated period.
 - vi) If the Bidder does not withdraw any deviation listed in Statement of Deviations at the cost of withdrawal indicated by him,
 - vii) If the Bidder refuse to withdraw, without any cost to the Owner, any deviation not listed in Statement of Deviations but found elsewhere in the Bid,
 - viii) On providing false or incorrect information in respect of qualifying requirement etc.
 - ix) In case the L1 bidder for any item fails to produce the documents within the specified period of 10 days in case of domestic tenders and 15 days in case of global tenders, or if any of the information furnished by L1 bidder on-line is found to be false by the Tender Committee during verification of documents.

8) **PREPARATION OF BIDS:-**

a) **LANGUAGE OF BID: -**

- (i) 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.

b) **DOCUMENTS COMPRISING OF THE BID & BIDDING PROCEDURE:-**

Three envelope bidding procedure shall be followed as under:

(i) **Envelope-I: Hard Copy (Offline) Submission as per terms & conditions of the bidding documents:**

Envelope-I shall comprise of the following: -

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

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



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(ii) Envelope-II: Online Submission of Techno-Commercial Sheet of Envelope-II & scan copies of the supporting documents for Envelope-II as per the Terms & Conditions of the NIT :

Envelope-II shall comprise of the following:

1. Scanned **copy of Letter of Bid**: This will be the covering letter of the Bidder for his submitted Bid duly signed by the Bidder. The content of the "Letter of Bid" printed/ typed on Bidder's letter head must be the same as per format given in the NIT and it should not contain any other information.
2. Scanned **copy of AFFIDAVIT** as per format of Bid Forms & Procedures (BFP) (For genuineness of the information furnished and authenticity of the documents produced for verification in support of his eligibility),
3. Scanned **Notarized Power of Attorney**,
4. Scanned Acceptance of **Online Reverse e-Auction**,
5. Scanned copy of **Cost of Tender document**,
6. Scanned copy of **Bid Security (EMD) &**
7. Scanned copy of **"Integrity Pact (on plain paper)" - (wherever applicable) duly signed in all pages by the authorized signatory who is signing the Bid (i.e. who is duly authorized to sign the bid) with one witness from Bidder End as per format enclosed in the Bidding Documents. If the bidder is a partnership or consortium, Integrity Pact must be signed by all partners or consortium members.**
8. Scanned copy of **details of Banker** for Making Payment through RTGS/NEFT (Bank Certificate as per Format given in the NIT) & a cancelled cheque.
9. All other Declaration/Information in support of Techno-commercial Bid as per Volume-V: Bid Forms & Procedures (BFP) in the Bidding Documents.
10. Scanned copy of statutory documents (like Company Registration/ affidavit of Partnership Firm or Proprietorship Firm, GST, PAN, ESI etc).
11. All others document as per Bidding Documents if any.
12. Scanned Copies of all required documents for meeting the **Qualification Requirement as per Sl. No. 5.00 of IFB** of Volume-I this Bidding Documents.
13. **Envelope-II (.rar file) Techno-Commercial Excel Sheet:**
 - Declaration in support of Technical QR as asked in NIT as per Attachment-1
 - Declaration in support of Financial QR as asked in NIT as per Attachment-2
 - Declaration in support of submission of documents as per Attachment – 3.
 - Declaration on mandatory conditions as per Attachment - 4



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- Other Declaration as per Attachment - 5
- Information regarding details of Banker & other particulars for making payment through RTGS/NEFT/CBS as per Attachment – 6

NOTES: -

- The Envelope-II shall be available <https://etenders.gov.in/eprocure/app> as **Envelope-II.rar** file. The Envelope-II 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.
- Bidders shall not be required to upload scanned copy of any other document for the Envelope-II, except the above documents.
- **Please note that the Envelope-I, Envelope-II & Scan copy of the supporting documents for Envelope-II as uploaded by the Bidder should not contain any Bid price content entry. In case any Bid price (basic price) component is exposed in Envelope-I, Envelope-II or, any Scan copy of the supporting documents for Envelope-II, then his Bid may be rejected outrightly by the Employer.**

(iii) Envelope-III in Template Format: Online Submission of Price Bid Template as per the Terms & Conditions of the NIT:

Price Bid shall comprise of the following: -

Envelope-III: Price bid template shall be downloaded by bidder(s) and they have to quote the rates, taxes & duties (wherever asked), etc. for their offered items/ service on this Price bid template (Excel file) as per instruction contained in NIT/bid (tender) document and upload the same under Financial Bid.

No other format is acceptable.

Note-1:

- After downloading all the Bidding documents including the Amendments to Bidding documents, if any, Bidders are requested to fill up & upload the Envelope -II (as .rar file), Envelope -III (Price Bid), Scanned copies of other documents as mentioned above at clause no. 8(b) (i) & 8 (b) (ii) and submit the Hard copies of Envelope-I 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 Envelope-II / Envelope-III, Bidders are requested to fill up & upload only the latest amended excel files of Envelope-II / Envelope-III.
- 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.

9) DEADLINE FOR SUBMISSION OF BIDS:



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- a) Bids {Envelope-I: Hard Copy (Offline), Envelope-II: Online Submission of Technical Bid & Envelope-III: online submission of Price Bid} shall be submitted in compliance to the provisions of ITB clause 8.0 above of the bidding documents within the time and date specified in the bidding documents/ any subsequent amendment(s) if any.
- b) Tender Inviting Authority shall not be liable for loss/non-receipt/late receipt of above documents in postal transit.
- c) The Tender Inviting Authority may, at its discretion, extend this deadline for submission of bids by amending the bidding documents in accordance with ITB Clause (4).
- d) Date & Time for opening of Price Bid shall be intimated separately through e-tender portal to the bidders whose techno-commercial bid is found to be acceptable as detailed in ITB clause (13) below.
- e) LATE BIDS will not be accepted.

10) MODIFICATION AND WITHDRAWAL OF BIDS:

- a) The Bidder may modify or withdraw its online/offline part of the submitted Bid after submission/uploading, prior to the deadline prescribed for Bid submission/uploading. No Bidder will be allowed to withdraw or modify the Bid after deadline of submission/uploading.
- b) For offline part of Bids, Bidder's modifications of Envelope-I (if required for Envelope-I) shall be prepared, sealed, marked as "Bid Modifications- Envelope-I" and shall be address to the Employer at the address given in the Bid Documents and bear the package name, Bid Number.
- c) For withdrawal of the offline part of Bids after submission, the Bidder shall notify the Employer in writing. The notice of withdrawal shall be address to the Employer at the address given in the NIT 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.
- d) The actions which shall be taken in case of withdrawal of bids at different stages of tender/bid participation are as indicated below:
 - i) If the withdrawal is on-line within the deadline of bid submission, the EMD (wherever applicable) will be refunded.
 - ii) If the request of withdrawal is received after deadline of bid submission and before opening of Techno Commercial bid, the bidder will be disqualified and his EMD (wherever applicable) will be forfeited and the techno commercial bids of remaining bidders will be opened.
 - iii) If the request of withdrawal is received from any techno-commercial & QR compliant bidder after opening of Techno Commercial bid and before opening of Price Bid, the bidder will be disqualified and his EMD (wherever applicable) will be forfeited and price bids of remaining bidders will be opened. However, in case of no. of techno-commercial & QR compliant bids become less than three after the withdrawal, re-tender may be thought of, otherwise procedure for less than 3 responses may be followed. In case of re-tender such defaulting Bidder will not be allowed to participate.
 - iv) In the event of a L-1 bidder backing out prior to placement of order, the bidder shall be suspended for a period maximum upto one year as decided by DVC from the date of issue of suspension order and re-tender shall be done. In this re-tender such defaulting



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Bidder will not be allowed to participate. EMD (wherever applicable) will be forfeited.

- v) If the L-1 bidder withdraws his bid / do not acknowledge the order after issue of LOA/PO/Work Order/ LOA-cum-Work Order, then his EMD (wherever applicable) will be forfeited and the bidder shall be suspended for a period maximum upto one year as decided by DVC from the date of issue of suspension order and re-tender shall be done for the items awarded to him. In this re-tender such defaulting Bidder will not be allowed to participate.

11) BID PRICES: -

- a) Unless otherwise specified in the Technical Specifications, Bidders shall quote for the entire facilities such that the total Bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the Tender documents. Bidder(s) should study the tender documents carefully before quoting.
- b) Bidders are required to quote the price for all the commercial, contractual and technical obligations outlined in the Tender documents. No deviation is allowed for the instant tender.
- c) Bidders shall give the prices in the manner and detail called for in the Price Schedules. The Bidders shall fill % above/below/at par of the **purely indicative estimated cost for the Works**, in the price schedule (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 price quoted shall be inclusive of all taxes, duties, levies, royalty, cess, fees etc. but only excluding applicable GST and applicable toll, if any. Before making any payment on account of applicable GST to the Statutory Authorities by the contractor, a commercial understanding is to be executed between the contractor and DVC as per DVC format attached in Bidding Documents. However, GST @ 5% will be paid by DVC for ash transportation work on RCM basis subject to issuance of consignment note by the transporters and 18% GST for other works in BOQ & toll if applicable will be reimbursable extra on production of documentary evidence of payment by the transporters to DVC.**

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

- d) The Contract Price shall be FIRM & FIXED during the entire execution of the Contract and shall not be subject to any variation except on account of Statutory Variation on direct transaction between the Employer (DVC) & the Contractor.

However, variation in the price of diesel during the currency of the contract shall be compensated / accounted as per diesel price variation **clause mentioned under Sl. No. (v) of SCC.**

- e) Whenever offer on variable price is asked, in such case bids shall be evaluated based on 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.
- f) In case of any bidder offering firm price against Bidding Documents stipulation of variable price basis or variable price against Bidding Documents 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.



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- g) If the delay is attributable to the Contractor, Price variation for the delayed portion shall be calculated as on the "scheduled contractual delivery/completion period" or "actual delivery/completion period", whichever is earlier.
- h) If the advance is not interest bearing, there shall be no Price Variation on the advance payment component.
- i) 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.
- j) 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.
- k) **BID CURRENCIES: PRICES SHALL BE QUOTED IN INR only.**
- l) The contractor shall be required to quote prices separately in price schedules (MS Excel sheets of Envelope-III).

12) **TAXES, DUTIES, LEVIS AND CESS:**

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

GST @ 5% will be paid by DVC for ash transportation work on RCM basis subject to issuance of consignment note by the transporters and 18% GST for other works in BOQ & toll if applicable will be reimbursable extra on production of documentary evidence of payment by the transporters to DVC.

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

- c) Any changes in rate of GST and any new taxes, duties, levies, cess, etc. as imposed by statutory bodies after the last date of bid submission on the direct transactions between DVC and the Manufacturers/ Contractors/Service Providers /Suppliers will also be to the account of DVC as per rate ruling.

13) **BID OPENING & BID EVALUATION:**

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



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First, the WITHDRAWAL notice(s), if any, shall be opened and read out and recorded and the corresponding **Envelope-I** shall not be opened and shall be returned to the bidder. No bid shall be withdrawn unless the corresponding withdrawal notice contains a valid authorisation to request such bid withdrawal and is read out and recorded in the bid opening.

Bids not accompanied by the "Documents in support of Cost of Bidding Document", "Documents in support of bid security/EMD" and "Integrity Pact" in Envelope-I 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 ("Envelope-I") or withdrawals ("Envelope-I"), 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.

Authorised representative of concerned bidder may attend the bid openings (except for tendering process through e-reverse auction).

The Employer will examine whether the "Documents in support of Cost of Bidding Documents", "Documents in support of bid security" and "Integrity Pact" in Envelope-I have been properly signed and are generally in order.

b) Envelope-II (Techno-commercially Bid):

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

After evaluation of "**Envelope-II: Techno-Commercial Bid**", Employer (DVC) will notify the date & time for opening of the "**Envelope-III: Financial Bid**" to all the **techno commercial compliance Bidders** through the e-tendering system (based on the evaluation of Envelope-II 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).

NOTES of Sl. No. 13 (b):

- i) During bid evaluation the Employer (DVC) may, at its discretion, ask the Bidder for a clarification on its bid. The request for clarification and the response there to shall be through e-mail/CPMP only, and no change in the price or substance of the bid shall be sought, offered or permitted.
- ii) Notwithstanding anything stated above, the Employer (DVC) reserves the right to assess the capabilities and capacity of the Bidder to perform the contract at any stage during the entire bid evaluation period and prior to award of Contract, should the circumstances warrant such assessment in the overall interest of the Employer (DVC).

iii) POST BID CLARIFICATIONS:

The first step in examination of bids shall be to ascertain whether the bidders, who have submitted a substantially responsive bid, generally meet the Qualifying Requirements. The Tender Committee shall examine all the relevant information in respect of QR of all the bidders and identify the clarifications or additional data, if any, which may be required from a bidder(s) so as to ascertain the bidder(s) QR compliance



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status. Approval of TIA (wherever required) is required for seeking techno-commercial clarifications and additional data from participating bidders in respect of QR and bringing out the following details:

- (i) Bidders who are not found to meet QR.
- (ii) Bidders, from whom clarifications and additional data are required, so as to ascertain their QR compliance status.

So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a supply/ work order without its completion/performance certificate, the certificate can be asked for and considered. However, no new supply order should be asked for so as to qualify the bidder.

Bids from those bidders who are not found to meet the QR shall not be considered further.

Further clarification and additional data shall be sought from the bidders identified under (ii) above and shall be allowed specific time period (generally 7 days from the issuance of letter) or as deemed reasonable by the Tender Committee to submit the same with the approval of TIA, wherever required. If a bidder fails to furnish the required details within the aforesaid period, it shall be deemed that he has nothing more to supplement the data already furnished in his bid and its bid should be evaluated with the data/information already submitted/uploaded.

c) Envelope-III: Financial Bid:

After opening of "Envelope-III: Financial Bid" online of all the techno commercial compliance Bidders, Financial Bid evaluation will carry out as detailed below:

i) INITIAL FINANCIAL BID EVALUATION

Offered bids from any bidder will be evaluated in the following methodology: -

- 1) The offers with any condition shall normally be rejected.
- 2) The bidder shall quote the price on percentage basis (% above / below / at par of **Indicative DE**) only excluding GST and toll in the price bid. Price evaluation will be done on summery wise basis. Initial ranking shall be done on lowest quoted price excluding GST and toll after considering arithmetical errors, if any based on price schedules.
- 3) The "**Opening Price**" i.e. the base price/ start price for **Reverse e-Auction** shall be fixed on the basis of Total cost for Rate Contract for the subject tender (in Rs.) **excluding GST & Freight etc. unless otherwise stated in the Bidding Documents.**

ii) ONLINE REVERSE e-AUCTION

- 1) "On Line Reverse e-Auction" shall have the meaning ascribed to in Vol-VI (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-VI (BFP).



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- 2) Reverse e-Auction will be conducted as per the notification issued to Techno-Commercially Qualified Bidders (please see point no. 8 below).
- 3) 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.
- 4) 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>.
- 5) 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.
- 6) 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.
- 7) 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".
- 8) **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.**
- 9) **After conclusion of the Reverse e-Auction event, the lowest total price offered for the complete Lot (Package) would become the L1 tenderer.**
- 10) The rank of other tenderers i.e. L2, L3, L4 etc. will be decided based on prices quoted by the tenderers during Reverse e-Auction.
- 11) Final rate of individual items of the L1 Bidder shall be calculated on the basis of final percentage (%) of reduction in total prices during e-Reverse Auction from the initial total prices as received from that L1 Bidder. i.e.

Final rate of individual item of the L1 Bidder = Rate of Individual item as per the initial price offer of the L1 Bidder X (1- Percentage of reduction in total prices of the L1 Bidder through e-Reverse Auction from the initial total Prices of L1 Bidder).

- 12) **The lowest Bidder has to e-mail from its registered e-mail Id, the "Final quoted price" during the online Reverse e-Auction alongwith price breakup sheet as per BOQ format duly signed by the authorized person within four (4) hours of Bidding End Time.**
- 13) **Backing out of L-1 Bidder:**
In the event of a L-1 bidder backing out prior to placement of order, the bidder shall be suspended for a period maximum up to one year as decided by DVC from the date of issue



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of suspension order and re-tender shall be done. In this re- tender such defaulting Bidder will not be allowed to participate. EMD (wherever applicable) will be forfeited.

14) Refusal of L-1 Bidder to give break-up of price:

In the event of a 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 up to one year as decided by DVC 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.

Note 1: If no Final Price Offer is received online in the Bidding system/website within the specified time duration of the online Reverse Auction/Bidding from the Bidders who are found eligible by DVC for participating in the Reverse Auction/Bidding, then DVC will take further decision on the Tender, at its sole discretion, without assigning any reason.

Note 2: Bidder (s) who have logged in during e-Reverse Auction shall be treated as participant (s) in the bidding event.

d) FINAL FINANCIAL BID EVALUATION

- i) On conclusion of On Line Reverse e-Auction, the **maximum of 04 Lowest bidders** i.e, L1, L2, L3 & L4 shall be considered for empanelment. For this purpose, the evaluated L2, L3 and L4 bidders shall be called for negotiation to match their rates with L1 evaluated price alongwith all the terms and conditions of NIT. In the event of any of those bidders does not agree to match L1 rates, possibilities shall be explored with subsequent lowest bidders like L5, L6 and so on as the case may be in seriatim in an attempt to finalise the list of maximum 04 bidders for the purpose of empanelment.
- ii) After obtaining the favourable consent from those qualified bidders, they may 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 Clause No. 8(b) (ii) of ITB within the same time frame. **No additional time will be allowed to the bidders for producing the required documents.**
- iii) If any such bidder(s) **fail 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 "Envelope-II: Techno-Commercial Bid" on-line is found to be false during verification of the supporting documents, which changes the eligibility status of the bidder then EMD of the Bidder will be forfeited with caution letter to refrain in future. In event of 2nd instances by the same Bidder in any DVC's Tender then EMD will be forfeited and the Bidder will be banned for one year from participating in future tenders of DVC.**

NOTE: Consideration of Abnormally Low Bids:

An Abnormally Low Bid is one in which the Bid price, in combination with other elements of the



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Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price. Procuring Entity may in such cases seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, resource mobilization, allocation of risks and responsibilities, order execution plan, and any other requirements of the bids document. If, after evaluating the price analyses, procuring entity determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the Bid/ Proposal.

14) AWARD OF CONTRACT:

- a) After Online Reverse e-Auction among the Techno-Commercially Qualified Bidders & subsequent **scrutiny of all the above supporting documents, the qualified listed bidders (Max. 04 nos. of bidders) who agreed to match with L1 rate shall be empanelled for the station and the same Empanelment shall be published by DVC.**

In case no bidder agrees to match the L1 offer rate, placement of total order on L1 or retender for balance quantity is to be decided solely by DVC.

Services of the empanelled vendors will be utilised for evacuation of ash from ash ponds of Durgapur Steel Thermal Power Stations of DVC, and nuisance free transportation along with disposal of the same in abandoned open cast mines /Stone Quarries / NHAI project sites / any other designated places outside plant boundary of KTPS, DVC as and when required and Separate Work Order(s) shall be issued accordingly based on the rate contract. **Empanelment and Rate contract shall be valid for one year from the date of its formation.**

The Contractor shall be required to complete the execution of awarded Quantities of Supply Order (s)/ Purchase Order (s) issued against this Rate Contract on same rates, terms & condition of the Contract during the pendency of contract.

This being a rate contract, purely aims at fixing rates and empanelled vendors for evacuation and transportation of pond ash. It does not guarantee or, promise work or specify quantity for which vendors' services will be utilised. Subject to feasibility, splitting of total requirement as per following tentative distribution among the empanelled vendors are as follows for better and faster execution:

| Sl. No. | Empanelment scenario | % to be offered to L1 | % to be offered to others |
|---------|--|-----------------------|---------------------------|
| 1 | Three firms are empanelled other than L1 firm | 40% | 20 % each vendor |
| 2. | Two firms are empanelled other than L1 firm | 50% | 25% each vendor |
| 3. | Only one firm is empanelled other than L1 firm | 60% | 40% to other vendor |
| 4. | Only L1 firm is empanelled | 100% | -- |

Above award shall be placed according to work requirement arisen time to time in DVC at aforesaid Project as the Quantity is tentative in nature.

- b) 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 /



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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.

- c) 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.

In case of failure of the successful Bidder (s) to accept the order (LOA/WO) within the stipulated period, **then EMD of the Bidder will be forfeited & action will be taken as per Bid Document mentioned in elsewhere.**

15) PURCHASE PREFERENCE & GOVT. POLICIES:

- a) At present DVC, a statutory body under Ministry of Power- GOI, is granted Purchase Preference following the Govt. Policy/Directives on this subject such as Make in India Policy & MSME Policy, etc. as applicable. However, any change in Govt. Policy/Directives on this subject will be applicable.
- b) 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 license without affecting the contractual delivery schedule following the Govt. Policy/Directives on this subject and the tender conditions.
- c) "Public Procurement (Preference to Make in India), Order 2017 of GOI, Ministry of Commerce and Industry, department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi, No. P-45021/2/2017-B.E.-II dated 15th June,2017 is applicable for the subject procurement".
- d) "Public procurement Policy for Micro and Small Enterprises (MSE), order 2012 of GOI, Ministry of Micro, Small and Medium Enterprises, Office of Development Commissioner (MSME), Marketing Assistance Division, Nirman Bhawan, New Delhi No. 26((1)/2014-MA dated 06th November, 2015 is applicable for the subject procurement.
- e) Public Procurement Policy with regards to Procurement from a Bidder of a Country which shares a land border with India.
- f) The bidders shall be required to comply the Public Procurement Policy with regards to Procurement from a Bidder of a Country which shares a land border with India, notified by the Public Procurement Division, Department of Expenditure, MoF, GOI vide OM F.No.6/18/2019-PPD dated 23/07/2020, Order (Public Procurement No. 1) F.No.6/18/2019-PPD dated 23/07/2020, Order (Public Procurement No. 2) F.No.6/18/2019-PPD dated 23/07/2020, Order (Public Procurement No. 3) F.No.6/18/2019-PPD dated 24/07/2020 and its subsequent clarification/amendment/revision, if any.
- g) The bidders shall be required to comply the MoP, GOI's orders vide no. 25-11/6/2018-PG dated 02.07.2020 and vide no. 11/05/2018-Coord dated 23.07.2020 and its subsequent clarifications / revisions / amendments, if any, issued by MoP, GOI time to time with regards to testing of imported items to protect the security, integrity and reliability of the strategically important and critical Power Supply System & Network in the country, considering vulnerabilities in the Power



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Supply System & Network mainly arise out of the possibilities of cyber-attacks through malware / Trojans etc. embedded in imported equipment.

16) CONTACTING THE EMPLOYER & AWARD OF CONTRACT:

- a) 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.
- b) DVC will award the contract to the successful Bidder whose Bid has been determined to be substantially responsive and to be the lowest evaluated Bid, further provided that the Bidder is determined to be qualified to perform the contract satisfactorily.

17) 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 award without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.

18) 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.

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.

19) INSURANCE:



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The Contractor shall at his own expense take out and maintain in effect, or cause to be taken out and maintain in effect, during the performance of the Contract, the necessary insurance Policies.

20) IMPLEMENTATION OF INTEGRITY PACT

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

DVC shall be entering into an Integrity Pact with the bidders as per format given in the NIT (as per Form 4 of Vol. IV of BFP) 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.

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

21) CHANGE IN CONTRACT QUANTITY (CHANGE IN THE FACILITIES) during execution of the Contract:

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



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22) 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 .

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.'

23) SETTLEMENT OF DISPUTES & ARBITRATION:

Settlement of disputes & Arbitration shall be guided as per clause no. 33 of GCC followed by clause no. 20 under OPTIONAL TERMS & CONDITIONS OF CONTRACT.

24) TERMINATION:

Termination shall be guided as per clause no. 24 under OPTIONAL TERMS & CONDITIONS OF CONTRACT.

25) RISK PURCHASE CLAUSE:

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

- a) After the expiry of the specified date of delivery / completion period, if the Contractor fails to deliver the materials/ complete the work a notice will be given to the Contractor for delivering the material/ complete the work immediately.
- b) If the Contractor fails to deliver the material/complete the work, a final risk and cost notice will be served to the Contractor by registered post with A/D, clearly indicating that if he fails to deliver the materials/ complete the work within 7 days of the receipt of the letter, the same shall be outsourced from other sources at the risk and cost of the Contractor.
- c) The existing order has to be closed and action will be initiated by the Employer for procurement / completion of work & services of the balance items/ portion. While taking such action the defaulting Contractor may not be given an opportunity against fresh enquiry/limited tender.
- d) If it is found that price has come on the higher side then the difference between the original price and the new price will be recovered from the Contractor.
- e) For the purpose of recovery of the amount, unpaid amount / security deposit by the way of BG as provided by the Contractor will be adjusted first. If there is any balance left to be recovered, the Contractor should be informed to deposit the money at the earliest.
- f) If he fails to deposit the balance amount no further enquiry will be given as per banning procedure of DVC.



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g) In case the amount is considerable, legal action may be considered by the Employer.

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

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

26) FRAUD PREVENTION POLICY:

The contractor along with their associate /collaborator /sub-contractors /sub-vendors /consultants /service providers shall strictly adhere to the Fraud Prevention Policy of DVC.

The Contractor along with their associate /collaborator /sub-contractors /sub-vendors /consultants /service providers shall observe the highest standard of ethics and shall not indulge or allow anybody else working in their organisation to indulge in fraudulent activities during execution of the contract. The contractor shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to their notice.

a) POLICY OBJECTIVES:

The "Fraud Prevention Policy" has been framed to provide a system for detection and prevention of fraud, reporting of any fraud that is detected or suspected and fair dealing of matters pertaining to fraud. The policy will ensure and provide for the following: -

- (i) To ensure that management is aware of its responsibilities for detection and prevention of fraud and for establishing procedures for preventing fraud and/or detecting fraud when it occurs.
- (ii) To provide a clear guidance to employees and others dealing with DVC forbidding them from involvement in any fraudulent activity and the action to be taken by them where they suspect any fraudulent activity.
- (iii) To conduct investigations into fraudulent activities.
- (iv) To provide assurances that any and all suspected fraudulent activity will be fully investigated.

b) SCOPE OF POLICY:

The policy applies to any fraud, or suspected fraud involving employees of DVC as well as representatives of vendors, suppliers, contractors, consultants, service providers or any outside agency(ies) doing any type of business with DVC.

c) DEFINITION OF FRAUD:

As per Section 447 of the Companies Act, 2013, "Fraud" in relation to affairs of a company or any body corporate, includes any act, omission, concealment of any fact or abuse of position committed by any person or any other person with the connivance in any manner, with intent to deceive, to gain undue advantage from, or to injure the interests of, the company or its shareholders or its creditors or any other person, whether or not there is any wrongful gain or wrongful loss. "Wrongful gain" means the gain by unlawful means of property to which the person gaining is not legally entitled. "Wrongful loss" means the loss by unlawful means of property to which the person losing is legally entitled.

d) ACTIONS CONSTITUTING FRAUD:

While fraudulent activity could have a very wide range of coverage, the following are some of the act(s), which constitute fraud.

The list given below is only illustrative and not exhaustive: -



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- (i) Forgery or alteration of any document or account belonging to the Company
- (ii) Forgery or alteration of cheque, bank draft or any other financial instrument etc.
- (iii) Misappropriation of funds, securities, supplies or others assets by fraudulent means etc.
- (iv) Falsifying records such as pay-rolls, removing the documents from files and /or replacing it by a fraudulent note etc.
- (v) Wilful suppression of facts/deception in matters of appointment, placements, submission of reports, tender committee recommendations etc. as a result of which a wrongful gain(s) is made to one and wrongful loss(s) is caused to the others.
- (vi) Utilizing Company funds for personal purposes.
- (vii) Authorizing or receiving payments for goods not supplied or services not rendered.
- (viii) Destruction, disposition, removal of records or any other assets of the Company with an ulterior motive to manipulate and misrepresent the facts so as to create suspicion/suppression/cheating as a result of which objective assessment/decision would not be arrived at.
- (ix) Any other act that falls under the gamut of fraudulent activity.

e) REPORTING OF FRAUD

Any employee of DVC, representative of vendors, suppliers, contractors, consultants, service providers or any other agency(ies) doing any type of business with DVC as soon as he / she comes to know of any fraud or suspected fraud or any other fraudulent activity must report such incident(s). Such reporting shall be made to the designated Nodal Officer(s), nominated in every project/Corporate Office. The reporting of the fraud normally should be in writing. In case the reporter is not willing to furnish a written statement of fraud but is in a position to give sequential and specific transaction of fraud/suspected fraud, then the Nodal Officer should record such details in writing as narrated by the reporter and also maintain the details about the identity of the official / employee / other person reporting such incident. Reports can be made in confidence and the person to whom the fraud or suspected fraud has been reported must maintain the confidentiality with respect to the reporter and such matter should under no circumstances be discussed with any unauthorised person.

f) INVESTIGATION PROCEDURE:

- (i) The "Nodal Officer" shall, refer the details of the Fraud/suspected fraud to the Vigilance Department of DVC, for further appropriate investigation and needful action.
- (ii) This input would be in addition to the intelligence, information and investigation of cases of fraud being investigated by the Vigilance Deptt. of their own as part of their day to day functioning.
- (iii) After completion of the investigation, due & appropriate action, which could include administrative action, disciplinary action, civil or criminal action or closure of the matter (if it is proved that fraud is not committed etc.) depending upon the outcome of the investigation shall be undertaken under the relevant rules of DVC.
- (iv) Vigilance Department shall apprise "Nodal Officer" of the results of the investigation undertaken by them. There shall be constant coordination maintained between the two.

g) RESPONSIBILITY FOR FRAUD PREVENTION:

Every employee of DVC, representative of vendors, suppliers, contractors, consultants, service providers or any other agency(ies) doing any type of business with DVC, is expected and shall be responsible to ensure that there is no fraudulent act being committed in their areas of responsibility/control. As soon as it is learnt that a fraud or suspected fraud has taken or is likely to take place they should immediately apprise the same to the concerned as per the procedure.

27) DEBARMENT OF FIRMS FROM BIDDING shall be guided as per clause no. 27(a) under OPTIONAL TERMS & CONDITIONS OF CONTRACT.



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28) CONTRACTOR'S PERFORMANCE EVALUATION SYSTEM:

29) In order to have smooth progress of the work, there is a need for contractors who will execute the job in time and as per stipulated specification quality in the Contract. In order to ensure the same a standard evaluation format has been framed & enclosed under 27(b) under OPTIONAL TERMS & CONDITIONS OF CONTRACT in GCC. The Engineer In charge will fill in the details as per above format, which is to be signed by the authorized representative of the Contractor (owner/proprietor/site in charge). If the contractor refuses to sign, the evaluation of engineer in charge will be final. The performance rating as emerged out will be kept in the system. In case Performance Rating obtained above is 'Unsatisfactory', in a single contract in two consecutive billing cycles, the Contractor shall not be recommended for issue of tender enquiry for a period as deemed fit not more than 2 years.

30) DISPOSAL OF CONTRACTOR's EQUIPMENTS INCLUDING SURPLUS/ REJECTED/ SCRAP MATERIALS FROM DVC SITE:

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.

Unless otherwise specified in the NIT/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/scrap materials remaining thereon. 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 such removal from DVC site, if the same is no longer required for the execution of the Contract. 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 the same.

In case of Contracts having warranty/defect liability period, the removal/disposal activity shall be completed within 1 months after the Warranty period/ Defect Liability Period is successfully completed. For other contracts, the removal/disposal activity shall be completed within 2 months after successful completion of the jobs.

In case the removal/disposal activity is not completed by the Contractor within the above stipulated timeline, the Employer may remove/dispose the same at the risk and cost of the Contractor or, may use the same.

31) 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



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the Employer with respect to patent infringement, copy right, workman compensation.

32) **WORK PROGRAM** shall be guided as per clause no. 21 under OPTIONAL TERMS & CONDITIONS OF CONTRACT if not mentioning elsewhere in bidding document.

33) **TRANSFER OF OWNERSHIP** shall be guided as per clause no. 22 under OPTIONAL TERMS & CONDITIONS OF CONTRACT in GCC if not mentioning elsewhere in bidding document.

34) **CONFIDENTIAL INFORMATION** shall be guided as per clause no. 25 under OPTIONAL TERMS & CONDITIONS OF CONTRACT in GCC if not mentioning elsewhere in bidding document.

35) **CHANGES IN THE FACILITIES:** shall be guided as per clause no. 23 under OPTIONAL TERMS & CONDITIONS OF CONTRACT in GCC if not mentioning elsewhere in bidding document.

36) **REPRESENTATIVES:** shall be guided as per clause no. 26 under OPTIONAL TERMS & CONDITIONS OF CONTRACT in GCC if not mentioning elsewhere in bidding document.

37) **DISQUALIFICATION:**

Even if an applicant meets the eligibility criteria and QR, he shall be subject to disqualification if bidder or any of the constituent partners is found to have:

- a) Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/ or;
- b) Records of poor performance during the last five years across DVC, as on the date of publication of Bidding Documents, such as abandoning the work, rescission of the contract for reasons which are attributable to non-performance of the contractor, inordinate delays in completion, consistent history of litigation resulting in awards against the contractor or any of the constituents, or financial failure due to bankruptcy, and so on. The rescission of a contract of venture JV on account of reasons other than non-performance, such as the most experienced partner (major partner) of JV pulling out;
- c) On account of currency of extant debarment Policy of DVC.
- d) "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."

38) **BILL TRACKING SYSTEM:**

It has been advised to the bidders that all the bill/invoice related to P.O./W.O. must be processed through DVC Portal with following link <https://application.dvc.gov.in/Vendor/Detailed> guidelines related to Vendor Registration & Processing of Bill for Vendor Bill Tracking are available in the DVC portal under PROCUREMENT.

39) The Bidder would be bound by the terms and conditions as detailed in DVC's General Conditions of Contract (GCC), uploaded separately alongwith Bidding Documents/ same may also be downloaded from [http.: https://www.dvc.gov.in/dvcwebsite_new1](http://https://www.dvc.gov.in/dvcwebsite_new1).

Bidders are requested to go through General Conditions of Contract (GCC) of DVC before submission



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of bid.

If there is any conflict between DVC's General Conditions of Contract (GCC) & Special Conditions Of Contract (SCC) at Vol-V of Bidding Documents, then Special Conditions Of Contract (SCC) shall prevail over General Conditions of Contract (GCC) of DVC.



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VOLUME -III

GENERAL CONDITIONS OF CONTRACT (GCC) and **Debarment Policy**

(This GENERAL CONDITIONS OF CONTRACT (GCC) and Debarment Policy shall be integral part of Bidding Documents, please download the same from following link:)



GCC & Debarment
Policy.pdf

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



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VOLUME - IV

SPECIAL CONDITIONS OF CONTRACT (SCC)

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



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SPECIAL CONDITIONS OF CONTRACT (SCC):

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

- (i) **Definition:** Add the following definitions in GCC clause No.1

"**Day**" means calendar day of the Gregorian Calendar.

"**Month**" means calendar month of the Gregorian Calendar.

"**Employer**" means **Damodar Valley Corporation (DVC)** and includes the legal successors or permitted assigns of the Employer.

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

"**Contractor's Representative**" means any person nominated by the Contractor and approved by the Employer to perform the duties delegated by the Contractor.

"**Facilities**" means the works to be done as per the specifications in Bidding Documents by the Contractor under the Contract.

- (ii) Technical Specification/Scope of work shall be as per Vol-V of this Bidding Documents.
- (iii) The Bidding Procedure & Bidding documents shall be as per the IFB & ITB of this Bidding Documents.
- (iv) Earnest Money Deposit (EMD/Bid Security) & Conditions for forfeiture of EMD shall be as per the IFB & ITB of this Bidding Documents.

- (v) **PRICE BASIS:**

The Contract Price shall be FIRM & FIXED during the entire execution of the Contract and shall not be subject to any variation except on account of Statutory Variation on direct transaction between the Employer (DVC) & Bidder.

However, variation in the price of diesel during the currency of the contract shall be compensated / accounted for as per the following diesel price variation clause.

The contract rate to be quoted by the tenderer is subject to escalation due to statutory revision of price of diesel within the contract period as per the escalation formula given below:

In the event of price of diesel is increased or decreased by a competent authority after the date of opening of tender but during the period of contract including period of extension, if any, the formula given below shall be applicable and binding.

$$I = \frac{(D \times 2)}{d} \times \frac{(P1 - P0)}{c}$$

I = Increase or decrease in transport rate per MT.

D = Actual distance of the **Koderma Thermal Power Station ash ponds to the designated disposal area.**

d = Average run per litre of diesel by the vehicle which will be taken as 2.50 km.

P1= Price of diesel per litre on different date.



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P0 = Price of diesel per litre on the date of opening the tender. (Techno-commercial Bid).
c = Average carrying capacity of a dumper / truck or Total weight in MT of ash evacuated in previous one month before the date of change in the price of diesel divided by number of corresponding trips of the dumpers/trucks during the same month.

NOTE for Sl. No. (v) as above: Diesel escalation/de-escalation will only be considered for vehicle (dumper / truck) engaged for ash transportation work. Working of no other machinery run on diesel like pay loaders/excavators/dozer/generator, pumps etc. engaged for the work will be considered in the escalation and no claims/disputes whatsoever shall be entertained /accepted.

(vi) TAXES, LEVIES AND DUTIES shall be as below:

- (a) Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies, cess, etc. and charges assessed on the Contractor, its Subcontractors or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside of the country where the Site is located.
- (b) All taxes, duties, levies, royalties, fees, cess, etc in respect of the works and all other services to be done by the Contractor as per the NIT specifications and also taxes, duties, cess & levies as may be applicable on the materials used for the works shall be to the contractor's account & included in the Contract Price.
- (c) **The Contract price shall be inclusive of all taxes, duties, levies, royalty, cess, fees etc. but only excluding applicable GST and applicable toll, if any. Before making any payment on account of applicable GST to the Statutory Authorities by the contractor, a commercial understanding is to be executed between the contractor and DVC (as per proforma-23 attached in Vol-IV: BFP).**

GST @ 5% will be paid by DVC for ash transportation work on RCM basis subject to issuance of consignment note by the transporters and 18% GST for other works in BOQ & toll if applicable will be reimbursable extra on production of documentary evidence of payment by the transporters to DVC.

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

- (d) Any changes in rate of GST and any new taxes, duties, levies, cess, etc. as imposed by statutory bodies after the last date of bid submission on the direct transactions between DVC and the Manufacturers/ Contractors/Service Providers /Suppliers will also be to the account of DVC as per rate ruling.

(vii) INSPECTION/CHECKING/TESTING/STANDARDS shall be as per the Technical Specification/Scope of work under Volume-VI of this Bidding Documents.

(viii) MODE OF DESPATCH & PLACE OF DESPATCH / PREMISES AREA FOR SERVICES:

Project Location at Koderma Thermal Power Station, Banjhidi, Jharkhand 825421.

(ix) TRANSIT INSURANCE:

NOT APPLICABLE for instant tender.



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(x) TERMS AND PROCEDURES OF PAYMENT

A) TERMS OF PAYMENT:

1. Payment shall be made after fulfilling all the following conditions by the Bidder:

- (i) Acceptance of Letter of Award (LOA) and Signing of the Contract Agreement.
- (ii) Submission of an unconditional Bank Guarantee towards Performance Security in respect of the Contract as per clause no. (XI) of SCC of NIT.

2. The payment terms shall be as below:

- (i) **Ninety Five percent (95%) of the price component** will be made on pro-rata item rate basis against progressive work on certification by the concerned Engineer-in-Charge of DVC for the work done.
- (ii) **Five Percent (5%) of the total Contract Price** on successful Completion of entire scope of work as per the Contract and its Certification by the concerned Engineer-in-Charge of DVC.

Note: The basis for the pro-rata payment for (i) above shall be done through BOQ on mutually discussed & agreed basis commensurate with sequential progress of work of the entire package.

B) PAYMENT PROCEDURES:

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

1. Payment Schedule

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

2. Due Dates for Payment

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

3. Mode of Payment

The payments shall be made direct to the Contractor by the Employer and no L/C shall be established by the Employer for such payments. Wherever technically feasible, such payments shall be made electronically only as per details of Bank Account indicated in the contract. In case of any changes to the bank account indicated in the contract, the contractor shall immediately inform the employer. The Contractor shall hold the employer harmless and employer shall not be liable for any direct, indirect or consequential loss or damage sustained by the bidder on account of any error in the information or change in Bank details provided to the employer in the prescribed form without information to employer duly acknowledged.

(xi) SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE:

- A. Within Fourteen (14) days from the date of issuance of Work Order (WO)/Purchase Order (PO)



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from respective project, the successful Bidder shall furnish performance security for satisfactory execution of the order for an amount equivalent to **3% of** the Work Order (WO)/Purchase Order value in the form of Insurance Surety Bonds, account payee demand draft, fixed deposit receipt from a commercial bank, bank guarantee issued/ confirmed from any of the commercial bank in India or online payment in an acceptable form, safeguarding DVC's interest in all respects.

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

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

- B. Other terms & condition SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE as notwithstanding in tender document shall be as per VOLUME – III of GENERAL CONDITIONS OF CONTRACT (GCC) and Debarment Policy of this NIT.

(xii) MOBILIZATION ADVANCE/ ADVANCE:

NOT APPLICABLE for instant tender.

(xiii) AGREEMENT CLAUSE:

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

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

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

Non- execution of Contract Agreement by the Supplier/Contractor/Service Provider within 30 days from the date of issue of PO/Work Order due to the fault of the Supplier/Contractor/Service Provider, will constitute sufficient ground for forfeiture of its EMD (wherever applicable) and shall short close the Contract and retender and in this re-tender such defaulting Bidder will not be allowed to participate.



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(xiv) VALIDITY OF RATE CONTRACT:

Empanelment and Rate contract shall be valid for one year from the date of its formation. Services of the empanelled vendor(s) will be utilised for the subject work as and when required and Separate Purchase Order (s) / Work Order(s) shall be issued accordingly based on the rate contract.

(xv) DELIVERY / COMPLETION PERIOD:

The period of execution for the individual Purchase Order to be placed under the Rate Contract shall be ascertained on pro-rata basis in respect of Max. awarded contract value. However, completion period of Supply Order shall not exceed validity of the rate contract.

The Contract start date shall be notified to the Contractor and the Contractor shall mobilize their manpower, machineries etc. within 14(fourteen) days from the date of issuance of Work Order (s)/Supply Order(s).

"Completion of the Facilities" for the entire work under Supply Order (s) / Work Order (s) as per scope of work with BOQ & Technical specification shall be completed within the time allotted in Supply Order/Work Order from Start of Work date issued by the Power Station.

(xvi) L.D CLAUSE:

- a) The Contractor shall commence work on the Facilities as per Letter of Award. The Contractor shall thereafter proceed with the Facilities in accordance with the time schedule specified in Time Schedule to the Contract Agreement.

In case of delay in completion/delivery, for the reasons attributable to the contractor/ vendor, owner (DVC) 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.

- b) Alternatively, the Purchaser reserves the right to purchase / outsourced 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.
- c) Alternatively, the Purchaser may cancel the Order/contract completely or partly without prejudice to his right under the alternatives mentioned above.
- d) In the event of recourse to alternative (b) and (c) 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.



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(xvii) RISK AND PURCHASE CLAUSE:

As per clause no. 25 of ITB of this bidding documents.

(xviii) INSPECTION:

At DVC Side by Engineer-In-Charge or his representative.

(xix) GUARANTEE / WARRANTY/DEFECT LIABILITY PERIOD:

Not applicable for this tender.

(xx) PENALTY CLAUSE:

The rate of evacuation, transportation and disposal of ash not less than pro-rata W.O quantity per month should be maintained without fail subject to there is no hindrance in ash pond/disposal site or in the transportation route and favorable weather. In case of stoppage/slow progress of work, the shortfall should be compensated by providing additional men and machineries in the subsequent months. However, total ash evacuation, transportation and disposal of 100% of total W.O quantity should be completed by the time allotted in Work Order.

If the rate of evacuation of ash is less than pro-rata W.O quantity per month penalty will be imposed on less execution from the part of the agency.

Penalty for shortfall quantity on ash transportation shall be 5% of the transportation value per month on shortfall quantity with respect to quantity assigned to the transporter by the Engineer-in-charge, if the reason of the shortfall is attributable to the agency.

For example

Say Cost of transportation (Rs. /Ton/Km) = X

Average distance of the slab = Y Km

Shortfall quantity per month = Z Ton

Then, Cost of transportation of shortfall quantity = Rs. $X*Y*Z$

So, Penalty = 5% of Rs. $X*Y*Z$.

(xxi) SUB-LETTING & ASSIGNMENT:

NOT APPLICABLE for instant tender.

(xxii) CONSIGNEE/ ENGINEER-IN- CHARGE WITH ADDRESS:

Dy. General Manager (C)/ Sr. Manager (C)/ Engineer-In-Charge at Koderma Thermal Power Station, Banjhidih, Jharkhand 825421.

(xxiii) PAYING AUTHORITY:

Dy. General Manager (Finance)/ Sr. Manager (Finance)/ In-Charge of Finance Dept. at Koderma Thermal Power Station, Banjhidih, Jharkhand 825421.



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VOLUME - V

BID FORMS AND PROCEDURES (BFP)

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



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TABLE OF BID FORMS AND PROCEDURES (BFP)

| Sl. No. | BID FORMS | Applicable/ Not Applicable |
|---------|---|----------------------------|
| 1 | Form of Letter of Bid | Applicable |
| 2 | Proforma for Affidavit to be submitted by the Bidder | Applicable |
| 3 | Proforma for Notarized Power of Attorney | Applicable |
| 4 | Proforma of Integrity Pact | Applicable |
| 5 | Bid Security - Bank Guarantee form | Applicable |
| 6 | Security Deposit-Cum-Performance Bank Guarantee Form | Applicable |
| 7 | Security Deposit-Cum-Performance Bank Guarantee Form For Associate / Collaborator/ Promoter Company (IES) | Applicable |
| 8 | Form Of Extension Of Bank Guarantee | Applicable |
| 9 | Bank Guarantee Verification check List & Instruction for furnishing Bank Guarantee | Applicable |
| 10 | List of Commercial Banks as per RBI | Applicable |
| 11 | Proforma for No Relation Certificate | Applicable |
| 12 | Information regarding details of banker & other particulars for making payment through RTGS/NEFT/CBS | Applicable |
| 13 | Declaration regarding Acceptance of All Terms and Conditions (ATC) | Applicable |
| 14 | Proforma of certificate for compliance of GOI's orders | Applicable |
| 15 | Declaration [whether the bidder is presently debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make in India)]. | Applicable |
| 16 | Declaration regarding Local content in Ex-works price included in bid price | Applicable |
| 17 | Form for Acceptance of On Line Reverse e-Auction | Applicable |
| 18 | Business rules for online Reverse e-auction | Applicable |
| 19 | Format of Contract Agreement | Applicable |
| 20 | DVC's Banker Details | Applicable |
| 21 | Form of deed of joint undertaking (in case of Collaborator / Associates/'Promoter company (IES) of JVC') | Applicable |
| 22 | Proforma of Certificate From the CEO/CFO of the BIDDER /CONSORTIUM PARTNER) | Applicable |
| 23 | Proforma for Commercial Understanding for Making Payment/ Reimbursement of GST. | Applicable |
| 24 | Checklist | Applicable |



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FORM NO 1.

LETTER OF BID

(to be printed on the letter head of bidder)

Bid Proposal No:

Date:

(Bidder may use his own no.)

To

The

(Designation & Full Address of TIA)

Sub:

Ref:

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

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

Dear Sirs,

We offer to supply the materials/works/service as per our offered bill of quantity in accordance with the conditions of the NIT document including its subsequent amendments..... and clarifications , if any (Insert Numbers), as available in the website. The details of the application fee/cost of Tender document and EMD being submitted by us has been furnished online/off-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 including its subsequent amendments (if any) & clarifications (if any), unconditionally.

Yours faithfully,

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

1. Name of Authorised Signatory:

2. Type of Authorisation:

3. Name of the Bidder:

4. Address:

5. E-Mail Address:

6. Mobile Number:

7. FAX Number:

8. Telephone Number:

9. Place:

10. Date:



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FORM NO 2.

PROFORMA FOR AFFIDAVIT TO BE SUBMITTED

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

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

A F F I D A V I T

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

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

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

3. I/We and or Our affiliates is / are not banned/suspended by 'Any establishment of DVC' / 'Ministry of Power- Govt. of India' / 'Department of Expenditure (DoE), Ministry of Finance (MoF) – as displayed on Central Public Procurement Portal (CPPP)'

OR

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

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

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

OR

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

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

Signature of the Tenderer

Dated:

Signature and Seal of Notary



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FORM NO 3.

POWER OF ATTORNEY

(To be uploaded by the Digital Signature Certificate Holder/Consortium/Lead Member)

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

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POWER OF ATTORNEY

(IN CASE OF JOINT VENTURE)

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 Work (Tender) OF..... 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 202...

Witness:

1.

Name:

Signed for and behalf of

2.

Name:

Signed for and behalf of



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Signature of Power of Attorney Holder is attested hereby

Signature of Power of Attorney Holder

Signature of person signing this Power
of Attorney for Joint Venture above



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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, 3rd Floor, DVC Towers, VIP Road, Kolkatta - 700054 has invited bid for the work of

_____ against Tender Notice / NIT No. _____.

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

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

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

Witness : Signed, sealed and Delivered

Witness:

1.
.....

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

Name:



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Designation:

Common Seal

2.

.....

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

Name:

Designation:

Common Seal

Signature of Power of Attorney Holder is attested hereby



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FORM NO. 4:

INTEGRITY PACT

Between

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

AND

..... hereinafter referred to as "The Bidder/ Contractor"

Preamble:

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

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

SECTION-1: COMMITMENTS OF THE PRINCIPAL

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

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

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

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

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

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

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



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

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section-2 above, or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify such Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed and to take action as per the procedure of "Banning of business dealings" of the Principal.

SECTION-4: COMPENSATION FOR DAMAGES

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



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

SECTION-5: PREVIOUS TRANSGRESSION

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

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

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

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

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

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

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

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

SECTION-8: INDEPENDENT EXTERNAL MONITOR

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

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



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(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. | XXXXXXXXXXXXX | XXXXXXXXXX | XXXXXXXXXXXXX |
| 2. | XXXXXXXXXXXXX | XXXXXXXXXX | XXXXXXXXXXXXX |

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.



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

"Empanelment of Transportation agencies with rate contract for evacuation of ash from ash ponds of Koderma Thermal Power Stations of DVC, and nuisance free transportation along with disposal of the same in abandoned open cast mines / Stone Quarries / NHAI project sites / any other designated places outside plant boundary of KTPS, DVC"

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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:
(From DVC's end)

Witness 2:
(From Bidder's end)

(Name & Address)

(Name & Address)



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GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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FORM NO 5. PROFORMA OF BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT

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

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 specification No..... dated.....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

".....(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 Nationalised Bank/ Schedule Bank/Foreign Bank irrevocable and operative till the validity of the offer (i.e.....days from the date of opening of tender) for the like amount which amount is likely to be forfeited on the happening of contingencies mentioned in the tender documents.

And whereas the tenderer desires to secure exemption from deposit of Earnest Money and has offered to furnish a Bank Guarantee for a sum of Rs..... to the Corporation as Earnest Money.

Now, therefore, we the(Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at..... (Hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the Corporation of the said guaranteed amount without any demur, reservation or recourse.

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

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



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said M/S.....(Tenderer) and/or dispute or disputes are pending before any authority, officer, tribunal, arbitrator(s) etc.

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

Date

(Signature)

Place

(Printed Name)

(Designation)

(Bank's common seal)

In presence of:

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

(1) _____

(2) _____

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



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FORM NO 6. PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT-CUM- PERFORMANCE GUARANTEE

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

(To be stamped in accordance with Stamp Act, if any, of the country of Issuing Bank)

Ref..... Bank Guarantee No..... Date.....

To

Damodar valley Corporation

(Address of the Plant / Establishment / Department)

Dear Sir,

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



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to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of commission or omission on the part of the Corporation or any other indulgence shown by the Corporation or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

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 stated above, our liability under this guarantee shall be restricted to Rs.(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.

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



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FORM NO 7. FORM OF BANK GUARANTEE BY ** ASSOCIATE / COLLABORATOR/ PROMOTER COMPANY (IES)

(to be stamped in accordance with stamp act, if any, of the country of the issuing bank)

Bank Guarantee No.

Date.

In consideration of DVC (hereinafter referred to as "Employer" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators

and assigns) having awarded to with its Registered Head Office at (herein-
after referred to as or "Contractor") a Contract for

.....(Name of the Project) vide Contract No

..... dated..... and the same having been

unequivocally accepted by the Contractor resulting in a "Contract", which award is on the strength of

** "Deed of Joint Undertaking" dated.....(hereinafter referred to as "Undertaking") given by M/s

..... [****Associate/Collaborator/ 'Promoter Company (ies)'**] having its registered office(s) at

.....{hereinafter called Or

[****Associate/Collaborator / 'Promoter Company (ies)'**], having agreed to provide a Performance

Guarantee amounting to..... to the Employer on the terms and conditions specified
in the "Undertaking".

WeBank, having its Head Office (herein after
referred to as the "Bank", which expression shall, unless repugnant to the context or meaning thereof,
include its successors, administrators, executors and assigns) do hereby guarantee and undertake to
pay to the Employer on demand any and all monies to the extent of(Specify
currency and amount in words and figures) only as aforesaid at any time upto.....@
.....without any demur, reservation, context, recourse or protest and/or without any
references to " ** Associate /Collaborator / 'Promoter Company(ies)' " or "Contractor". Any such
demand made by the Employer on the Bank shall be conclusive and binding, notwithstanding any
difference between the Employer and Contractor and/or between the Employer and ** Associate
/Collaborator / 'Promoter Company(ies)' 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 Employer and further agrees that the guarantee herein contained shall be
enforceable till six months after expiry of its validity.

The Employer 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. The Employer
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 **
Associate/Collaborator / 'Promoter Company(ies)' and to exercise the same at any time, in any
manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the
Contract or Undertaking or any other course or remedy or security available to the Employer. The
Bank shall not be released of its obligations under this presents by any exercise of its liberty with
reference to the matters aforesaid or any of them or by reason of any other act or forbearance or
other acts of omission or commission on the part of the Employer or any other indulgence shown by



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the Employer or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank from its obligations.

The Bank also agrees that the Employer at is option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against Contractor or ** Associate/Collaborator / 'Promoter Company(ies)' and notwithstanding any security or other guarantee that the Employer may have in relation to Contractor's or ** Associate /Collaborator / 'Promoter Company(ies)'liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted toand, it shall remain in force upto and including @ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s ** Associate/Collaborator / 'Promoter Company(ies)'}on whose behalf this guarantee has been given. Date this.....day of20at.

WITNESS :

(Signature)

(Signature)

(Name)

(Name & Designation).

(Official Address)

(Bank's Seal)

Authorised vide Power of Attorney No

Date.

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

@ The date will be six months after the end of the defect liability period as specified in Contract.

NOTE: The stamp papers of appropriate value shall be purchased in the name of the Guarantee issuing Bank



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FORM NO 8. FORM OF EXTENSION OF BANK GUARANTEE

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

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 P.O. No.Dated
.....

(Hereinafter called original Bank Guarantee)

Dear Sirs,

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

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

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

Yours faithfully,

For.....

Manager / Agent / Accountant

Dated.....

SEAL OF BANK

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



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FORM NO. 9: BANK GUARANTEE VERIFICATION CHECKLIST& INSTRUCTION FOR FURNISHING BANK GUARANTEE

(A) BANK GUARANTEE VERIFICATION CHECKLIST:

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



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INSTRUCTIONS FOR FURNISHING BANK GUARANTEE

1. Bank Guarantee (B.G.) for Advance Payment, Mobilization Advance, 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.**

It is to be noted that paper BG will not be operational unless same is transmitted to the advisory bank through SFMS platform and BG issuing bank send the BG advice in the form of message format 760COV via SFMS (structural financial messaging system) as provided by RBI.

In the event of BG issuing bank not sending the message 760COV or committing any error while capturing the details atleast in the below field, BG confirmation may not happen and subsequent processing may get stopped.

| BG advising message - 760COV via SFMS | |
|--|-------------|
| Fields Number | Particulars |
| 7039 | |
| 7025 | |
| 7029 | |
| 7033 | |
| 7034 | |
| 7035 (Non mandatory) | |
| 7036 (Non mandatory) | |
| Please note that your bank while issuing the BG ensure that above information is correctly captured as mentioned above in BG advising message i.e. 760COV. In case of any error by the applicant or BG issuing banker, neither DVC or its service partners would be responsible for any consequences whatsoever it may be. | |
| Note: 1) If issuing bank does not adhere to advisory DVC will not be responsible. 2) Bank shall mandatorily use SFMS 760COV message protocol for inland BG. | |

Details of Advising bank of DVC is as follows:

| Sl. No | Project | Bank Name | Branch Name | Account No. | IFSC Code |
|--------|--|----------------------|------------------------------------|-----------------|-------------|
| i) | Head Quarter, Kolkata | PUNJAB NATIONAL BANK | New Manicktala, Kolkata | 82250010682 | PUNB0008220 |
| ii) | Bokaro Thermal Power Station (BTPS) | BANK OF INDIA | Bokaro Thermal Power Station | 479720110000005 | BKID0004797 |
| iii) | Durgapur Steel Thermal Power Station (DSTPS) | BANK OF INDIA | Andal | 430630110000018 | BKID0004306 |
| iv) | Raghunathpur Thermal Power Station () | CANARA BANK | Raghunathpur Thermal Power Station | 3402201000028 | CNRB0006777 |
| v) | Chandrapura Thermal Power Station (CTPS) | CANARA BANK | Chandrapura | 3512201000013 | CNRB0003512 |
| vi) | Mejia Thermal Power Station (MTPS) | STATE BANK OF INDIA | Mejia Thermal Power Station | 10480362106 | SBIN0006608 |



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| | | | | | |
|-------|--------------------------------------|---------------|-----------|-----------------|-------------|
| vii) | Maithon | BANK OF INDIA | Maithan | 477721110000001 | BKID0004777 |
| viii) | Panchet | BANK OF INDIA | Panchet | 471320100000036 | BKID0004713 |
| ix) | Koderma Thermal Power Station (KTPS) | BANK OF INDIA | Banjhedih | 498930110000072 | BKID0004989 |

2. The Executor (Bank authorities) may mention the Power of Attorney No. and date of execution in his/her favour with authorization to sign the documents. The Power of Attorney is to be witnessed by two persons mentioning their full name and address.

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

4. A Confirmation Letter/e-mail confirmation 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 Purchase Order/LOI/Work Order 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, the validity of the B.G. must be extended accordingly.

10. B.G. must be furnished within the stipulated period as mentioned in Purchase Order/L.O.I./Work Order etc.

11. Issuing Bank/The Vender are requested to mention the Purchase Order/Contract/Work Order reference along with the B.G. No. for making any future queries to D.V.C.

12. Signing by witnesses in the Bank Guarantee / Performance Guarantee / Security is not mandatory.



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FORM NO. 10:

ANNEXURE-1

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

| List of Scheduled Public Sector Banks | |
|--|---|
| Sr. No . | Name of the Bank |
| 1. | State Bank of India |
| 2. | Bank of Baroda (Including Vijaya Bank and Dena Bank) |
| 3. | Bank of India |
| 4. | Bank of Maharashtra |
| 5. | Canara Bank (Including Syndicate Bank) |
| 6. | Central Bank of India |
| 7. | Indian Bank (Including Allahabad Bank) |
| 8. | Indian Overseas Bank |
| 9. | Punjab National Bank (including Oriental Bank of Commerce and United Bank of India) |
| 10. | Punjab & Sind Bank |
| 11. | Union Bank of India (including Andhra Bank and Corporation Bank) |
| 12. | UCO Bank |
| List of Scheduled Private Sector Banks | |
| Sr. No . | Name of the Bank |
| 1. | Axis Bank Ltd. |
| 2. | Bandhan Bank Ltd. |
| 3. | CSB Bank Ltd. |
| 4. | City Union Bank Ltd. |
| 5. | DCB Bank Ltd. |
| 6. | Dhanlaxmi Bank Ltd. |
| 7. | Federal Bank Ltd. |
| 8. | HDFC Bank Ltd |
| 9. | ICICI Bank Ltd. |
| 10. | IndusInd Bank Ltd |
| 11. | IDFC First Bank Ltd. |
| 12. | Jammu & Kashmir Bank Ltd. |
| 13. | Karnataka Bank Ltd. |
| 14. | Karur Vysya Bank Ltd. |
| 15. | Kotak Mahindra Bank Ltd |
| 16. | Lakshmi Vilas Bank Ltd. |
| 17. | Nainital Bank Ltd. |
| 18. | RBL Bank Ltd. |
| 19. | South Indian Bank Ltd. |
| 20. | Tamilnad Mercantile Bank Ltd. |
| 21. | YES Bank Ltd. |



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"Empanelment of Transportation agencies with rate contract for evacuation of ash from ash ponds of Koderma Thermal Power Stations of DVC, and nuisance free transportation along with disposal of the same in abandoned open cast mines /Stone Quarries / NHAI project sites / any other designated places outside plant boundary of KTPS, DVC"

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| | |
|---|--|
| 22. | IDBI Bank Ltd. |
| List of Scheduled Small Finance Banks | |
| Sr. No. | Name of the Bank |
| 1. | Au Small Finance Bank Limited |
| 2. | Capital Small Finance Bank Limited |
| 3. | Equitas Small Finance Bank Limited |
| 4. | Suryoday Small Finance Bank Limited |
| 5. | Ujjivan Small Finance Bank Limited |
| 6. | Utkarsh Small Finance Bank Limited |
| 7. | ESAF Small Finance Bank Limited |
| 8. | Fincare Small Finance Bank Limited |
| 9. | Jana Small Finance Bank Limited |
| 10. | North East Small Finance Bank Limited |
| 11. | Shivalik Small Finance Bank |
| Limited List of Scheduled Payments Banks | |
| Sr. No | Name of the Bank |
| . | |
| 1. | India Post Payments Bank Limited |
| 2. | Fino Payments Bank Limited |
| 3. | Paytm Payments Bank Limited |
| List of Scheduled Foreign Banks in India | |
| Sr. No | Name of the Bank |
| . | |
| 1. | Australia and New Zealand Banking Group Ltd. |
| 2. | Westpac Banking Corporation |
| 3. | Bank of Bahrain & Kuwait BSC |
| 4. | AB Bank Ltd. |
| 5. | Sonali Bank Ltd. |
| 6. | Bank of Nova Scotia |
| 7. | Industrial & Commercial Bank of China Ltd. |
| 8. | BNP Paribas |
| 9. | Credit Agricole Corporate & Investment Bank |
| 10. | Societe Generale |
| 11. | Deutsche Bank |
| 12. | HSBC Ltd |
| 13. | PT Bank Maybank Indonesia TBK |
| 14. | Mizuho Bank Ltd. |
| 15. | Sumitomo Mitsui Banking Corporation |
| 16. | MUFG Bank, Ltd. |
| 17. | Cooperatieve Rabobank U.A. |
| 18. | Doha Bank |
| 19. | Qatar National Bank |
| 20. | JSC VTB Bank |
| 21. | Sberbank |
| 22. | United Overseas Bank Ltd |



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| | |
|-----|--------------------------------------|
| 23. | FirstRand Bank Ltd |
| 24. | Shinhan Bank |
| 25. | Woori Bank |
| 26. | KEB Hana Bank |
| 27. | Industrial Bank of Korea |
| 28. | Kookmin Bank |
| 29. | Bank of Ceylon |
| 30. | Credit Suisse A.G |
| 31. | CTBC Bank Co., Ltd. |
| 32. | Krung Thai Bank Public Co. Ltd. |
| 33. | Abu Dhabi Commercial Bank Ltd. |
| 34. | Mashreq Bank PSC |
| 35. | First Abu Dhabi Bank PJSC |
| 36. | Emirates Bank NBD |
| 37. | Barclays Bank Plc. |
| 38. | Standard Chartered Bank |
| 39. | NatWest Markets Plc |
| 40. | American Express Banking Corporation |
| 41. | Bank of America |
| 42. | Citibank N.A. |



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FORM NO. 11:

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



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FORM NO. 12

INFORMATION REGARDING DETAILS OF BANKER & OTHER PARTICULARS FOR MAKING PAYMENT THROUGH RTGS/NEFT/CBS

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

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

Date:

(Authorised Signatory)

Place:

(Printed Name)

(Designation)

(Name)

Address.....

(Company Seal)

Bank Certification:

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

Date:

(Authorised Signatory)

Place:

(Name) (Designation)

(Authorisation No.)

(Bank Seal)



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FORM NO. 13

Declaration regarding Acceptance of All Terms and Conditions (ATC)
(To be submitted during uploading of techno-commercial bid in Company Letter Head)

Ref. No.

Dated:

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

SUBJECT: Acceptance of All Terms and Conditions

Tender Reference No:

Bid Number:

Dear Sir,

We -----, hereby declare that our offering services in above mentioned Bid is as per your requirement. We also accept all additional terms & conditions of the above referred Bid vide Number:

Bidder's Name:

Address:

Date :

Place:

(Signature).....

(Designation).....

(Printed Name).....

(Common Seal).....



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FORM NO. 14

PROFORMA OF CERTIFICATE FOR COMPLIANCE OF GOI's ORDERS

(To be submitted on Bidder's Letter Head)

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

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

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

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

Date:

Place:

(Authorised Signatory)

(Printed Name)

(Designation) _____

(Name) _____

Address _____

(Company Seal)



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FORM NO. 15

Declaration [Whether the Bidder is presently debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make In India)].

Name of the Supply/Work:

NIT NO.

To

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

Dear Sir,

We have read the provisions of "Preference to Make in India and granting of purchase preference to local suppliers" as mentioned in Bid Documents. In terms of the requirement of the aforesaid provisions, we confirm the following: -

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

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

Date : (Signature).....

Place : (Designation).....

(Printed Name).....

(Common Seal).....



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FORM NO. 16

Declaration regarding Local content in Ex-works price included in bid price.

Name of the Supply/Work:

NIT NO.

(Declaration regarding Local content in Ex-works price included in bid price)

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

Dear Sir,

We have read the provisions of "Preference to Make in India and granting of purchase preference to Class-I local suppliers". In terms of the requirement of the aforesaid provisions, we hereby declared the followings:-

1.0 In order to avail purchase preference, we confirm that we are a 'Class-I local supplier and the local content in Ex-works price is % of the total Ex-works price for this procurement. **We also submitted details of the location(s) at which the local value addition is made.**

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

(Signature).....

Date : (Designation).....

Place : (Printed Name).....

(Common Seal).....

NOTE: In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in - India) order 2017 dated 04.06.2020 .



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FORM NO. 17

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:



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FORM NO. 18: BUSINESS RULES FOR ON LINE REVERSE e-AUCTION

Appendix – I

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-Auctions: 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 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 Reverse Auction/Bidding would normally be for a pre-specified period of time. However, the Bidding rules may state the conditions when the pre-specified duration may be extended/ curtailed. 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..

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.



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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

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. Max Seal Percentage: It defines maximum value a bidder can quote in multiples of incremental / decremental value for his next bidding during e-Reverse Auction

2. 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

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/



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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.

3. **Post Reverse Auction/Bidding Procedure::**

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

4. **Threshold value**

A procuring entity may choose to procure a subject matter of procurement by the electronic reverse auction method having Estimated amount more than 5 lac. Further, tenders through QCBS mode and tenders related to Canteen, healthcare, Safety and Security services may be processed without following e-RA methodology.

In case of tenders above Rs. 5 lakh, Reverse e-Auction is found to be not suitable, approval of TAA is required for exemption from Reverse e-Auction. If, TAA is Board/Chairman, approval of concerned member followed by concurrence of Member Finance shall be obtained. However, tender will be accepted by Chairman/ Board as per stipulation of DFP in this case.

5. **Applicability of Reverse e-Auction for multiple items**

In case of multiple items through a single NIT and to be evaluated for L1 bidder item- wise, there is no problem in the existing reverse e-auction platform of DVC. The base price of each item to be decided in this case. However, maximum time gap between two consecutive bids in the reverse bidding shall be enhanced to 15 minutes or as decided by DVC.

6. **DVC / GePNIC Officials retains the right to reschedule the reverse auction on any of the following reasons:**

In case of problem in the server/systemic error/fault in conduction of reverse auction from DVC/CPPP end, the reverse auction process shall be rescheduled on a later date to be decided by DVC. In case of reschedule of Reverse Auction, the reverse auction shall resume from the point when the systemic error/fault occurred and not from the start of the reverse auction.

For more details related to system malfunction procedure, following link may be referred.

<https://etenders.gov.in/eprocure/app?page=StandardBiddingDocuments&service=page>

Appendix – II

General Rules and Regulations governing conduct of On-line Reverse e-Auctions on the GePNIC platform and Terms and Conditions of the Buyer (DVC)

INTRODUCTION

The General Rules and Regulations provided herein govern the conduct of On-line Reverse-e- Auctions operated by NIC. These rules cover the roles and responsibilities of the parties in the On-line Reverse e-Auctions on the GePNIC platform. Acceptance in-toto of these General Rules and Regulations is a pre-requisite for securing participation in the On-line Reverse e-Auctions on the Service Provider platform.



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Role of Agency:

Agency (operator) primarily providing the forum and platform for conducting the reverse e-auction. As the agency is providing the auction engine, the role of Agency would include:

Providing the Input of the details of the auction items as desired by the client.

Providing access to the approved bidders to participate in the auction

Enhancing bidder awareness and comfort with the auction mechanism and bidding rules.

Summarizing of the auction proceedings and communication of the outcome to the client.

The responsibility for fulfillment of the contract rests between the bidders and the client and Agency shall have no liability on this account.

Role of the Bidder:

The role of the bidder is outlined below:

The bidder would participate in the Reverse Auction with the aim of bidding to secure the auctioned item in the auction (being selected for supplying the client's requirement in a Reverse e-Auction).

The bidder shall have access to the Auction once the reverse auction is published.

Access to the auction mechanism shall be provided to the entire approved bidder and written consent to abide by the General Rules & Regulations must be obtained from Bidder in their submitted bid.

In the event of winning an allotment in the auction mechanism, the bidder shall commit to fulfil outlined obligations under the contract

Bidding Rules:

The Bidding Rules refer to the information and terms defined specifically for a particular Reverse e-Auction. The purpose of the Bidding rules is to provide approved bidder with the information and terms specific to the auction in which they are bidding. This would include:

Start Time and duration of the Reverse e-Auction.

Any extension of the duration of the auction in the event of bids being received towards the end of the pre-specified duration.

Reserve Price (if any specified)

Minimum & Maximum Bidding Quantity (if any specified)

Price Decrements and any reduction in the price decrements in the auction.

Participation in the auction process presumes complete awareness and understanding of the bidding rules.



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Conduct of the Reverse e-Auction:

The Reverse e-Auction shall be conducted on pre-specified date.

Problems during the conduct of the Reverse e-Auction

In the event of any problems being faced in the smooth conduct of the auction, Agency (NIC) shall have the right to undertake one or more of the following steps:

In case of problem in the server/systemic error/fault in conduction of reverse auction from NICS I end , the reverse auction process shall be rescheduled on a later date to be decided by DVC and notified to the NICS I . In case of reschedule of Reverse Auction, the reverse auction shall resume from the point when the systemic error/fault occurred and not from the start of the reverse auction.

Liability of Agency (NIC) :

Agency (NIC) shall not be liable to the client/bidders in the auction or any other person(s) for :

- any breach of contract by the party in the fulfilment of the underlying contract.
- Any delays in initiating the online auction or postponement / cancellation of the online auction proceedings due to any problem with the hardware / software / infra structural facilities or any other short comings.

Confidentiality Clause:

Agency (NIC) undertakes to handle any sensitive information provided by the client or confirmed bidders for the reverse auctions conducted on the Service Provider platform with utmost trust and confidentiality.

Jurisdiction:

Any disputes relating to the online reverse e-auction module shall be subject to the sole jurisdiction of Kolkata Courts only to the exclusion of any other court.

Right of the client

DVC reserves the right to fully / partly accept the bids or completely reject the same.

Appendix - III : Reverse e-Auction System and Processes of Agency (NIC)

1.0 Participation in On-line Reverse e-Auction for price bidding:

- 1.1 All the techno-commercially accepted tenderers after eliminating the H-1 tenderer will be allowed to participate in on-line Reverse-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-auction over internet for bidding. Henceforth, in case of more than one H1 bidders emerging during Initial Price Bid evaluation, the H1 bidder with later Bid submitted date and time as per CPPP will get eliminated only.

However, after evaluation of Techno- Commercial Bids, the techno-commercially suitable and acceptable Tenderers will be informed for submitting the Price Bids through On-line Reverse e-Auction or through Sealed Envelope. The mode of Price bidding will be decided by Buyer.

- 1.2 Definition of Key Terms of Reverse e-Auctions is given in Appendix-I and GeneralTerms and Conditions are given previous pages.



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1.3 The key features for participation in a Reverse e-Auction are given below:

1.3.1 The Reverse e-Auction will be conducted on GePNIC platform. The Agency shall intimate schedule of the Reverse e-Auction to all the techno- commercially suitable & acceptable tenderers.

1.3.2 There would be an auto extension of bid time in case bids are placed. Auto extension of bid time may vary from 5- 15 minutes which will be intimated in the auction notice to be sent to techno-commercial eligible parties for participation in RA. All bidders should nominate a person who would be the authorized 'BIDDER' (i.e., the person who is authorized to bid in Reverse e-Auction on the firm's behalf).

1.3.3 The Start Bid Price : The price at which the Reverse auction starts

1.3.4 The bidding will take place in Indian Rupees.

1.3.5 During the Reverse e-Auction, bidders have to quote for all items and for the entire quantity of all the item (/s) in a Lot; else their bid will not be accepted for that Lot. Bidders shall not be allowed to quote for part quantity of a lot. However, DVC reserves the right to distribute the quantity of a lot among multiple suppliers (if order splitting applicable).

1.3.6 During the Reverse e-Auction, suppliers shall be allowed to revise their price and bring it downward only. Bidders are not allowed to quote above the Start Bid Price under any circumstances.

1.4 All Bidders need to mention in the same letter, if they have matched L1 prices On-line for any of the Lots, if offered to match.

1.5 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. In case the bidder desires, efforts will be made to provide assistance during the reverse e-auction phase by deploying skilled persons from Agency (NIC) /authorized representative at the participating vendor locations. However, Agency (NIC) shall in no way be responsible ensuring connectivity.

1.6 It is categorically stated on behalf of DVC and Agency (NIC) that the Bidders need not pay any fee towards training for actual bidding etc., in the Reverse e-Auction and the Bidders need not subscribe to any of the services in lieu of participation in the Reverse e-Auction.

1.7 Written Acceptance in-toto to all the Terms & Conditions mentioned in this document is a pre requisite for securing participation in the On-line Reverse e-Auction conducted by Agency (NIC) on behalf of Damodar Valley Corporation for the products required as per this RFQ. Hence, the bidder is requested to sign on all pages of this RFQ and submit along with the Techno-Commercial bid.

2.0 Price evaluation and the emergence of L1 vendors in the Reverse e-Auction:



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2.1 Price evaluation shall be done on Landed cost considering site price basis. The evaluation of L1 shall be for complete lot on Landed Cost basis for delivery at consignees end, including supply, installation, testing, commissioning and completion of total job.

2.2 L1 will be computed as follows:

Landed cost shall be arrived at by considering the Basic Price, Packing & Forwarding charges, Transportation charges, Insurance (except for the cases where Transit Insurance are covered under DVC's Mega Risk Insurance Policy), Installation & commissioning charges and any other charges and GST and other taxes & duties (as applicable) etc. i.e. FOR Site (Consignee) price basis.

The lowest total price offered for the complete Lot (Package I) would become the L1 tenderer. The rank of other tenderers i.e. L2, L3, L4 etc. will be decided based on prices quoted by the tenderers during Reverse e-Auction.

2.3 Final rate of individual items of the L1 Bidder shall be calculated on the basis of final percentage (%) of reduction in total prices during e-Reverse Auction from the initial total prices as received from that L1 Bidder. i.e. Final rate of individual item of the L1 Bidder = Rate of Individual item as per the initial price offer of the L1 Bidder X (1- Percentage of reduction in total prices of the L1 Bidder through e-Reverse Auction from the initial total Prices of L1 Bidder).

2.4 Bidder (s) who have logged in during e-Reverse Auction shall be treated as participant (s) in the bidding event.

3.0 Backing out of L-1 Bidder: In the event of a L-1 bidder backing out prior to placement of order, the bidder shall be suspended for a period maximum up to one year as decided by DVC from the date of issue of suspension order and re-tender shall be done. In this re- tender such defaulting Bidder will not be allowed to participate. EMD (wherever applicable) will be forfeited.

4.0 Refusal of L-1 Bidder to give break-up of price: In the event of a 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 up to one year as decided by DVC 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

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

7. User Help:

- 1) Log on to <https://etenders.gov.in/eprocure/app>
- 2) Enter your Login ID & Password. Click on the link "**Login**"
- 3) You will reach your account Home Page, Click on the required Bidding Number and then on the Live Bidding link to enter the Bidding cockpit.
- 4) You will enter the Bidding cockpit.
 - Check points for starting real time Bidding
 - Check the details of Reverse e-Auction participating for,
 - Had taken the vendor training
 - Correct Item name that is set for Reverse e-Auction



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FORM NO. 19

FORMAT 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),(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.....

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. The Agreement is a contract for service, consisting of Clauses 1 to 21, inclusive of Annexure hereto and NIT/LOA/LOI/Work Order/DVC's GCC/DVC's T1/T3 Forms shall form an inseparable part of this Agreement.
- 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. Contract Documents:

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

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

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

2.0 DEFINATIONS:-



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- i. "Commencement date" shall mean the date on which this Agreement shall come into force.
- ii. "Payment" shall mean the amount payable as specified in Clause 11.
- iii. "Premises" shall mean the premises described in Schedule I .
- iv. "Notice" shall mean Notice complied with the terms of Clause 17.
- v. "Services" shall mean the detailed scope of work as described in Schedule II .
- vi. "Terms & Conditions" shall mean the terms and conditions which is in the subject tender of DVC and the terms and conditions mentioned herein after and is binding on the parties."

3) 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 within a time period of fourteen days of signing this Agreement, failing which this Agreement shall stand unilaterally terminated.

(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;



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(viii) The Factories Act, 1948 with Rules, Orders and Notifications issued there under from time to time;

(ix) The Employees State Insurance Act, 1948 with Rules, Orders and Notifications issued there under from time to time.

(x) All other Acts/Rules/Regulations, Bye-laws, Order, Notifications etc. already in vogue or may be enacted in future by the legislation or present or future Applicable to the Party of the Second Part from time to time for performing the aforesaid services.

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

d) The Party of the Second Part shall undertake the services as per details given in Schedule II attached to this Agreement. The Party of the Second Part shall also comply with other instructions, if any, given in writing by the authorized representative of the Party of the First Part to the Party of the Second Part or to his authorized representative for performing the aforesaid services.

e) The performance of service by the Party of the Second Part shall be of highest order/standing and competence and as described in Schedule II.

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.

4. 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

d) 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.

e) 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.



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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 and when deploy workmen Party of the Second part shall maintain a Register of persons employed under him and issue Employment Photo Identity Cards to each worker within three days of employment and a copy of the same to be submitted with the Party of the First Part within seven days there from.

g) The Party of the Second part as and when employed workman shall also maintain all statutory register viz register of wages, muster roll register of deductions, register of overtime register of fines, register of advances, wage slip and any other registers required to be maintained under the statute and shall give inspection of the same to the Party of the First Part on demand.

h) The Party of the Second part as and when employed workman shall make the Payment of wages and other conditions of employment in respect of workmen employed and deployed by the Party of the Second Part in conformity with statutory requirements and the Party of the First Part shall be fully protected in all respect in this regard.

i) The Party of the Second part as and when employed workman shall send half- yearly returns to the Licensing Officer not later than thirty days from the closing of the Half Year.

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.



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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.

5. OBLIGATIONS OF THE PARTY OF THE FIRST PART

- 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.
- 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.

6. 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.

7. LIQUIDED DAMAGES:

In terms of the General Terms of the Contract clause (as applicable)

8. DELEGATION (As Applicable)

9. 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.

10. 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**.

11. PAYMENT

As per the relevant clauses of work order

12. 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.

13. TERMINATION

As Per the Clause of the General Conditions of the Contract



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14. CONSEQUENCES OF TERMINATION

As Per the Clause of the General Conditions of the Contract

15. FORCE MAJEURE

As Per the Clause of the General Conditions of the Contract

16. 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.

17. NOTICE

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

18. SETTLEMENT OF DISPUTES AND ARBITRATION

As Per the Clause of the General Conditions of the Contract

19. AMENDMENTS OF THE AGREEMENT

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

20. MISCELLANEOUS

- 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 of some part of 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.



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f) The Party of the Second Part shall not pay less than the prescribed Central 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 {South24-Parganas, New Alipore Court(India)} and no other Court elsewhere.

h) The workers/employees engaged by the Party of the Second Part should not be under the influence or addiction of drug/liquor while on duty. It should be obligatory on the part of the Party of the Second Part to remove any such person from the job whose action or conduct in the opinion of management of the Party of the First Part is detrimental to its interest.

i) If the Party of the Second Part desires to execute a part of scope of maintenance contract which are very specialized in nature by engaging a specialized competent group they will have to obtain approval from the Party of the First Part, furnishing all credentials and requirement of the manpower strength before their engagement. However, the Party of the First Part reserves the right to discontinue the same at its discretion.

j) The Party of the Second Part shall fully cooperate with other contractors employed by the Party of the First Part for associated plant and subsidiary as well as other similar activities and shall carry out all reasonable directions of the designated Chief Engineer (O&M) of the Party of the First Part or his authorized representative as the case may be.

k) For contracts above Rs. 50 Lakh value, both the parties have to sign an Integrity Pact.

21. 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 first Part
In the presence of:

- 1.
- 2.

Party of the Second Part
In the presence of:

- 1.
- 2.



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FORM NO. 20

DVC BANKER DETAILS (For Bid Security Deposit only))

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



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FORM NO 21.

FORM OF DEED OF JOINT UNDER TAKING

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

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

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

And

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

Or,

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

and in favour of

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

WHEREAS, the Employer invited Bids vide NIT No. for(Name of the Project) as specified in the NIT. AND

WHEREAS, M/s {As Associate/Collaborator} meets the stipulated requirements as per Clauseof NIT,

Or,

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

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

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



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.....
NOW THEREFORE, THIS UNDERTAKING WITNESSETH AS UNDER:

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

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

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



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(ESTABLISHED BY ACT XIV OF 1948)

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any prejudice to the various liabilities of the Contractor, including the Contract Performance Security as well as other obligations of the Contractor in terms of the Contract.

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

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

For M/s
JVC)

(Promoter Company (ies) of

Witness

Name _____

1. _____
(Signatures of the authorized representative)

Designation _____

(Official address)

Common Seal

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

Witness

Name _____

2. _____
(Signatures of the authorized representative)

Designation _____

(Official address)

Common Seal



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Prime Bidder

Witness

1. _____
(Signatures of the authorized representative)

Name _____

Designation _____

(Official address)

Common Seal

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



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FORM NO. 22: (PROFORMA OF CERTIFICATE FROM THE CEO/CFO OF THE BIDDER /CONSORTIUM PARTNER)

Ref. :

Date :

To

The

(Designation & Full Address of TIA)

Dear Sirs,

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

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

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

Yours faithfully

(Signature)

Date : (Name & Designation).....

Place : (Name of the Company).....

(Seal of Company).....



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FORM NO. 23: Proforma for Commercial Understanding for Making Payment/ Reimbursement of GST.

INR50RupeesStampPaper

THIS INDEMNITY BOND made and entered into at Kolkata on thisday of 2023
BETWEEN

_____ <Name of the Entity>, (CIN: [●]) a Company incorporated under the Companies Act, 2013 and having its registered office at [●] represented by its director, [●] (PAN: [●]) son/ daughter of [●], residing at [●], (hereinafter referred to as " the Indemnifier" and which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, representatives, assigns, executors and administrators) of ONEPART.

<In case the entity is a partnership firm or LLPetc., kindly check the para above

AND

Damodar Valley Corporation (Established by the Damodar Valley Corporation Act XIV of 1948), a corporation incorporated under the laws of India and having its Corporate Office at DVC Tower, VIP Road, Kolkata – 700 054 (hereinafter referred to as "DVC" and which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, representatives, assigns, executors and administrators) of the OTHER PART

WHEREAS on <insert date and year>, DVC issued a Contract Agreement/Work Order bearing No. <insert contract number> dated <insert date> to the Indemnifier pertaining to <insert contract details> (hereinafter referred to as "contract") for DVC, <insert name of the project>. As per the aforesaid Contract Agreement/Work Order, as amended from time to time, if at all, the work order value was finalized at Rs.<insert details>/- (Rupees <insert details>) only. The contract rate and prices as agreed with the Indemnifier <insert appropriate GST clause from the contract>. Further, the contract provides for separate rates for loading, unloading and transportation <insert appropriate clause from the contract>

AND WHEREAS, the DVC, post introduction of GST on and from 1st day of July, 2017, was of the considered view that no GST is applicable on the " Evacuation of Ash from different Ash Ponds" in as much as the same is in the nature of transportation of goods by road which otherwise is exempted from the ambit of GST in terms of Notification No. 12/2017-Central Tax dated 28.06.2017. Placing reliance on such view, the indemnifier



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never charged any GST on the invoices/bill raised on DVC in the erstwhile contract entered into between the indemnifier and DVC. However, upon request of the indemnifier, DVC rolled out a tender wherein separate rates were quoted for loading, unloading and transportation AND WHEREAS DVC in order to protect the indemnifier's interest, financial and commercial loss agreed to reimburse the GST to the indemnifier who otherwise would abide by the terms of the said contract, save to the extent inconsistent with GST enactments, if any.

NOW, THIS DEED OF INDEMNITY WITNESSETH that the indemnifier, its successors and assignees and the directors and officers thereof and their respective assigns, executors and administrators hereby undertake, covenant and agree with DVC, that the Indemnifier, its successors and assignees and the directors and officers thereof and their respective assigns, executors and administrators respectively is entitled to claim reimbursement of the GST from DVC on Evacuation of Ash, Dozing of Ash, Earth work including its carriage and other similar work, at applicable rates **first** upon submitting requisite Tax Invoice in terms of the provisions of GST within stipulated time, **second** upon successful filing of all GST returns within due date, **third**, upon payment of GST to the credit of _____ of _____ Credit _____ of the Government and thereafter by producing documentary evidence stating payment of GST and **fourth**, after duly satisfying the fact, that the details of payment has been uploaded in the electronic statement (GSTR2B or such other statement, as may be prescribed) and at all times and time to time save, defend and keep harmless and _____ indemnify _____ DVC, _____ its successors and assignees and the directors and officers thereof and their respective assigns, executors and administrators and each of their estates and effects from and against all actions, causes, suits, proceedings, accounts, claims and demands, including claims and demands in respect of any prospective or retrospective liability including interest and penalty, whatsoever, arising out and/or in respect of above mentioned services only as given in the said work order and against all damages, costs, charges, expenses, sums of money incurred in respect thereof. In the event, any penalty/liability arising out of late submission of the invoices or late filling of returns, or on account of any non-compliance under GST or any applicable law, or breach of contract by the indemnifier, the interest and penalty portion arising out of the same will not be reimbursed by DVC. The liability of DVC in terms of this Indemnity Bond will be restricted only to the actual amount of GST deposited by the agency.

AND WHEREAS,, in respect of transportation of Ash services, GST will be paid by DVC under Reverse Charge Mechanism in respect of which, the indemnifier needs to raise proper invoice under the provisions of GST within stipulated time, provide consignment note from inception and such other documents as may be required from time to time under law, and in the event, such documents are not made available, the indemnifier will be liable to discharge GST at applicable rates.

AND WHEREAS, in the event, on account of any change or amendment or introduction of GST law or on account of a judgement delivered by any Court/Tribunal/AAR , the entire/part of the service rendered by the Indemnifier becomes exempted from the levy of GST, then the Indemnifier, subject to obtaining refund from the authorities, within 30 days from receipt of such refund, should return to DVC the entire amount reimbursed by DVC towards GST and at all times and time to time save, defend and keep harmless and indemnify DVC, its successors and assignees and the directors and officers thereof and their respective assigns, executors and administrators and each of their estates and effects from and against all actions, causes, suits, proceedings, accounts, claims and demands, including claims and demands in respect of any prospective or retrospective



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liability including interest and penalty, whatsoever, arising out and/or in respect of the said work order and against all damages, costs, charges, expenses, sums of money incurred in respect thereof or otherwise in relation to the aforesaid reasons to safeguard the interest of DVC.

I, <insert name>, for and on behalf of the Indemnifier, hereby indemnify DVC and bind myself, my heirs, executors and/or administrators, against all actions, causes, suits, proceedings, accounts, claims and demands, including claims and demands in respect of any prospective or retrospective liability including interest and penalty, whatsoever, arising out and/or in respect of Evacuation of Ash, Dozing of Ash, Earth work including its carriage and other similar work as given in the said work order except transportation of Ash and against all damages, costs, charges, expenses, sums of money incurred in respect thereof excepting any further liability imposed by GST authorities or otherwise in relation to the aforesaid activities.

That this indemnity bond is being issued in free mind without any influence whatsoever.

IN WITNESS WHEREOF the Indemnifier, through its director <insert name>, has put his hand on the day, the month and the year first hereinabove written.

SIGNED AND DELIVERED BY THE INDEMNIFIER

Signature _____

Name:

Designation : Director

Company Name:

Address:

Identified by me

Advocate

Witness:

(From DVC)

1. Name : _____

Address: _____

(From Indemnifier)

2. Name : _____

Address: _____



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FORM NO. 24

CHECKLIST

| Sl. No. | Description | Enclosed (Yes/No) | Uploaded File Name & Reference Pages |
|---------|---|-------------------|--------------------------------------|
| **1 | Hardcopy documents in support of Cost of Tender Document & also uploaded the same online (CPPP). | | |
| **2 | Hardcopy Documents in support of Bid Security & also uploaded the same online (CPPP). | | |
| **3 | Hardcopy of Integrity Pact duly signed by authorized signatory in each page in present of one witness as per Proforma-17 annexed at Section V: Bid Forms & Procedures (BFP) of the Tender Document & also uploaded the same online (CPPP). If the bidder is a partnership or consortium, Integrity Pact must be signed by all partners or consortium members. | | |
| 4 | Techno-Commercial Excel Sheet duly filled up by the bidder. | | |
| 5 | Letter of Bid as per PROFORMA-1 | | |
| 6 | Affidavit (For genuineness of the information furnished and authenticity of the documents produced for verification in support of bidder's eligibility) as per PROFORMA-2 | | |
| 7 | Notarized Power of Attorney of Bidder as per PROFORMA-3 . | | |
| 8 | No relation certificate as per PROFORMA-11 | | |
| 9 | Information regarding details of banker & other particulars for making payment through RTGS/NEFT/CBS as per PROFORMA-12 | | |
| 10 | Declaration regarding Acceptance of All Terms and Conditions (ATC) as per PROFORMA-13 | | |
| 11 | certificate for compliance of GOI's orders as per PROFORMA-14 | | |
| 12 | Declaration [whether the bidder is presently debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make in India)] as per PROFORMA-15 | | |
| 13 | Declaration regarding Local content in Ex-works price included in bid price as per PROFORMA-16 | | |
| 14 | Acceptance of On Line Reverse e-Auction as per PROFORMA-21 | | |



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| | | | |
|----|--|--|--|
| 15 | Joint Deed of Undertaking in case of Joint Venture Company (JVC)/ Associates as per PROFORMA-21 | | |
| 16 | Certificate From the CEO/CFO of the BIDDER /CONSORTIUM PARTNER as per PROFORMA-22. | | |
| 17 | Notarized Power of Attorney of Bidder in case of Joint Venture Company (JVC) as per PROFORMA-15/ Associates as per PROFORMA-3 | | |
| 18 | Documents in support of Qualifying requirements on Technical Capability i.e. Work Execution Certificate with executed value with reference order no. & date OR Payment Receipt Document with reference to Work Order No. with date/ Certified copies of Running A/C Bills which is sufficient to prove the works had been completed or to be completed as per clause no. 5.01 in Invitation of Bids (IFB) of the Tender Document. | | |
| 19 | Details executed work order/Purchase Order/ Contract Agreement | | |
| 20 | Audited Annual Accounts for preceding five financial years | | |
| 21 | A certificate from a practicing Chartered Accountant that the bidder(s) does/do not fall under Companies/ Organization under Board for Industrial and Financial Reconstruction (BIFR)/ National Company Law Tribunal (NCLT) or Companies/ Organization under Debt Recovery Tribunal (DRT) or Companies/ Organization, who have applied for Corporate Debt Restructuring (CDR) in last two financial years | | |
| 22 | Unutilized line of credit for fund based limits in case of access to credit facilities on the date of NIT from their bankers. | | |
| 23 | Organization Set up giving details of Manpower, Plants and Machineries. | | |
| 24 | Copy of GST Registration Certificate. | | |
| 25 | Copy of EPF and ESI Registration Certificate. | | |
| 26 | 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 . | | |
| 27 | Proforma for Commercial Understanding for Making Payment/ Reimbursement of GST | | |
| 28 | Financial Excel Sheet duly filled up by the bidder | | |

****NOTE-1 Hard Copy Documents** (Containing documents in support of cost of Tender document, Documents in support of Bid Security, and Integrity Pact) have to be submitted by the bidder and should be received by DVC at the address given in the NIT during office hours, on or before the last date & time of Bid Submission/Uploading period.



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VOLUME - VI

Section-I: Scope of Work & Technical Specification

Section-II: Drawings

Section-III: Schedule of Rates (BOQ)

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



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VOLUME – VI

Section-I: Scope of Work & Technical Specification

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Name of the Work: Empanelment of Transportation agencies with rate contract for evacuation of ash from ash ponds of Koderma Thermal Power Stations of DVC, and nuisance free transportation along with disposal of the same in abandoned open cast mines /Stone Quarries / NHAI project sites / any other designated places outside plant boundary of KTPS, DVC.

A. SCOPE OF WORK

The work to be executed under this specification broadly consists of the following:

1. **Excavation:** All work under this specification shall confirm to the latest revision and / or replacement of the following or any other Indian Standard Specification and code of practice.

IS: 3764 -1992: Indian Standard for safety code for excavation work.

In case any particular respect of work is not covered specifically by I. S. Specification, any other standard practice as may be specified by the Engineer-in-Charge shall be followed.

- a) The Contractor shall excavate the ash from the ash ponds by mechanical means such as excavators. The contractors shall also excavate to remove all kinds of earth, disintegrated rock, if any, ash or any other materials which may be encountered and excavated to the required depths and inclinations leaving the excavated surface level and trim as per the direction of the Engineer - in - Charge. He shall also take all the necessary precautions at his own cost to avoid slipping off or caving in of soil/ash from sides and render the area safe for person and adjoining building and property, if any.
- b) The excavated ash shall be placed in such a place so that it can be easily loaded to the dumpers by the pay loaders/ excavators without any time delay as the time is the essence of this contract or it can be directly loaded to the dumpers as to suit the site condition.
The empty and loaded dumpers should follow the route as directed by the Engineer - in - Charge.

2. **Transportation:** Nuisance free and pollution free transportation should be the main motto of transportation of ash in leak proof dumpers up to the dumping area. Other conditions mentioned elsewhere in this tender document should be followed by the tenderer regarding the transportation.
3. **Disposal of ash:** Transported ash in the dumpers should be disposed at the designated site only. All necessary precautions should be taken to avoid pollution due to disposal of ash.
4. The contractor should make his own arrangement for sprinkling water at excavation site, haulage route and at disposal site (as applicable). The expenses for all those should be included in the rate quoted for proper water sprinkling at site. Water Tanker (hired / owned) may be arranged by the contractor.



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5. In course of evacuation process, if any protective measures are required to be taken for the approach road, earthen dyke or any other structure which are in the vicinity of the area of excavation/disposal, the contractor has to do it at his own cost.
6. Necessary approach roads, wherever required, at the access to ash pond as well as at the disposal end and within the ash pond itself shall be constructed by the contractor and shall be maintained by the contractor during execution of the work without any financial implication to DVC.
7. The contractor shall deploy adequate dewatering arrangements like dewatering pumps / sludge Dewatering pump of commensurate capacity in order to evacuate from saturated layers.

B. CONDITIONS OF CONTRACT:

- 1] The tenderer should abide by the directive issued from time to time by state and central pollution control boards or any other statutory body in regard to control of pollution while transporting and disposing of evacuated ash.
- 2] Evacuation of ash pond in isolation may not be given to the contractor; a line of demarcation may be provided by the department for evacuation of the same pond by more than one agency simultaneously.

Evacuated ash from the KTPS ash ponds shall be disposed of at any Mines/ Stone quarries/ Low lying area etc. at any distance from KTPS as per suitability and directive of Engineer-in-Charge. The tentative mines/ quarries/ low lying for ash disposal are Domchanch Stone Mines Padma Stone mines and Nawalsahi Stone Mines at a distance of about 45 KM from KTPS ash pond.

Evacuation of ash from the KTPS ash ponds shall be disposed of at NHAI and/ or Road Projects. Ash may be disposed at any distance from KTPS as per suitability and directive of Engineer-in-Charge.

At the disposal site, disposal of ash shall be done as per the direction of Engineer-in-Charge and leveled by dozers excluding the NHAI disposal at reasonable time intervals.

- 3] The quantity of ash evacuated from ash ponds at KTPS, DVC, will be determined on weight basis after taking weight of the empty dumper and filled up dumpers in the same weigh bridge as would be decided by the department.
- 4] The approximate weight of ash to be evacuated from the ash pond lagoons during the contract period will be specified in the Work Order to be issued subsequently. Maximum allowable period for evacuation and disposal of ash will be the time allotted in Work Orders.
- 5] The contractor shall have to ensure nuisance - free and pollution - free transportation and dumping of evacuated ash. To abide this, they will have to transport by mechanized steel covered container or by other approved means for transportation to ensure no leakage/no spillage of ash. He will also employ watering arrangement at excavation site as well as dumping site to prevent air pollution and resultant nuisance. In addition, he will have arrangements to sprinkle water and keep the haulage route clear. No separate payment shall be made on this



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account.

- 6] During the currency of the contract, the contractor shall have to follow the pollution norms as well as transport rules. Any violation of the pollution norms and transport rules, it will be viewed seriously by the Corporation and the contractor will held responsibilities for the same. In the contract tenure, any problem regarding nuisance - free transportation arises, the scheme for transportation shall be modified to make the transportation system acceptable without any extra cost to DVC.

- 7] The bidder must submit list of machineries owned by him for immediate deployment of the same in the evacuation & disposal work. Besides, the capability of hiring sufficient dumpers, loaders, dozers etc. as per the requirement must be produced by the bidder so that the schedule of evacuation programme is maintained without any slippage.

The successful tenderer will have to deploy at least sufficient Nos. of Dumpers/ Hywa, Poclain Excavators (Minimum 1.1 cum bucket capacity), Pay Loaders (Minimum 1.75 cum capacity bucket type), Water Tankers and Dozer of appropriate capacity , Dewatering / **SLUDGE PUMP for DEWATERING**. The bidder should also have the capability to arrange for replacement of Dozer in the event of breakdown and will have to arrange/deploy even additional nos. of Heavy Earth Moving Machineries (HEMM) as required for satisfactory execution of the work as per direction of Engineer-in-Charge.

- 8] The evacuated ash will be disposed by the contractor strictly at the DVC approved site and in no case evacuated ash will be allowed to be disposed in any other location without prior permission from Engineer-in-Charge in writing.
- 9] In course of evacuation process, if any protective measures are required to be taken for the approach road, earthen dyke or any other structure which are in the vicinity of the area of excavation/disposal, the contractor has to do it at his own cost.
- 10] The contractor should make his own arrangement for sprinkling water at excavation site, haulage route and at disposal site (excluding NHAI). The expenses for all those should be included in the rate quoted. For proper water sprinkling, 02 nos. water tankers (hired / owned) at evacuation site and 01 no. water tanker (hired / owned) at disposal site should be deployed by the contractor. It is to note that sufficient no of water tankers as per requirement is to be deployed by the agency.
- 11] Should it be required for reason beyond DVC's control, to stop the work temporarily the contractor may be asked by DVC in writing with reasonable notice to do so. In that case contractor has to follow the order and no claim for idle Men and machineries will be entertained for this stoppage of work.
- 12] Electricity if required for the execution of the work will be given at one central point near the DVC ash pond (if feasible) from which distribution shall be arranged by the contractor. Laying of the distribution / service lines for the supply of electricity shall be in accordance with Indian Electricity Rules and other statutory regulations. Electricity so supplied by DVC shall be charged at approved rates. Quantities of electricity shall be decided by the Engineer-in-charge.
- 13] The contractor will make a survey of the approach roads for plying their empty dumpers to the



DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

"Empanelment of Transportation agencies with rate contract for evacuation of ash from ash ponds of Koderma Thermal Power Stations of DVC, and nuisance free transportation along with disposal of the same in abandoned open cast mines /Stone Quarries / NHAI project sites / any other designated places outside plant boundary of KTPS, DVC"

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Ash Ponds and for plying the loaded fleet of dumpers to the final disposal site, the modification/improvement of the roads that might be necessary for smooth & fast movement of vehicles shall be included in the rate quoted in their tender.

- 14] The contractor shall make his own arrangement of engaging dozers of required capacity along with required men and machineries at the ash disposal site for dozing & levelling of the dumped ash as per the direction of the Engineer-in-Charge.
- 15] If the situation warrants the need for dozing and levelling immediately, the Engineer-in-Charge on his own discretion shall engage dozers and labors. The expenditure incurred on this account would be deducted from the contractor's running bills.
- 16] The final level after dozing at the final disposal site shall not exceed 1.0 to 1.50 M above the surrounding ground level or a level to be decided by the Engineer-in-Charge.
- 17] Necessary approach roads, wherever required, at the access to ash pond as well as at the disposal end and within the ash pond itself shall be constructed by the contractor and shall be maintained by the contractor during execution of the work without any financial implication to DVC.
- 18] Contractor will arrange spraying of water during excavation as well as during transportation. The body of the vehicle engaged for transportation shall be perfectly leak proof. After loading and unloading ash, outside body and tiers shall be cleaned to make ash-free before commencement of transportation from the ash ponds and the disposal area. The rate quoted shall include the cost of the above operation. Water required for this work will not be supplied by DVC. Contractor shall have to arrange water for sprinkling and other purpose at his own cost.
- 19] **Necessary drainage including pumping out of water by adequate pumps/ sludge pumps, if required, to facilitate excavation at ash pond shall be done by the contractor and the cost of this operation should also be included in the quoted rate.**
- 20] Any road required for this work would be developed and maintained by the Contractor without any extra cost of DVC.
- 21] All roads within Ash Pond area for carrying out evacuation work as well as in the approved ash transportation route at disposal pits are to be done by the contractor at his own cost.
- 22] (i) **If deployed for such filling purpose, the Contractor shall arrange for abandoned stone quarry/ mines/ low lying areas etc. for dumping of Pond Ash after evacuation & subsequent transportation. And, it will be the whole and sole responsibility of the contractor to manage all sorts of issues for execution of the work. Payment, if any, to the Lessee / Owner of the stone quarries / mines/ low lying areas will be the responsibility of the Contractor.**

The contractor shall have to bear all expenses, if any on account of arranging abandoned stone quarries/ mines/ low lying areas for dumping of Pond ash.



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The Contractor shall include all such expenses in the rate quoted by him for the work. No extra claim what so ever will be entertained by DVC.

- (ii) It shall be understood that arrangement of disposal site by DVC, if any, is only to facilitate the work. DVC shall, however, be not responsible if mines authority withdraws their permission at any time or the work is stopped for any violation of pollution norms or for any other reason beyond the control of DVC.

DVC may extend all possible co-operation in this direction. Disposal in any such abandoned quarries/ mines/ low lying area shall, however, be subject to approval by DVC. The payments for disposal in such mines will be regulated as per price schedule.

- 23] The contract rate to be quoted by the tenderer is subject to escalation due to statutory revision of price of diesel within the contract period including period of extension, if any, as per the escalation formula mentioned under Sl. No. (v) of Special Contract of Contract, Vol-I, Section-IV of this Tender Documents.
- 24] In the event of any environment imbalance the executing agency shall be responsible and attend to the same at its own cost and shall keep DVC/Mines authority/ stone quarry owner etc. for all times to come harmless and indemnified in this regard. Any environmental impact in dumping the pond ash shall be to the entire risk of the executing agency.
- 25] The transportation storage dumping and compaction of fly ash will be done exclusively by the executing agency at their own cost. The concerned stone quarry/mines owner shall have no financial, civil or criminal liability in this regard or in respect of any other incidental factors, whatsoever.
- 26] The mine/mines/ quarries/ low lying area owner will provide the statutory personnel for supervision etc. during dumping of ash in the mines. The cost incurred on such deployment of statutory personnel and other incidental costs shall be on account of the executing agency.
- 27] The executing agency will take adequate care in dumping the fly ash to the extent that dumping of such fly ash will in no way affect the quality of underground water seeping through the fly ash bed. In any event if it transpires in future that the quality of the underground water gets affected. The contractor shall be responsible for the same and take all suitable steps to restore the quality of the underground water. The executing agency shall ensure for all times to come that there should not be pollution imbalance in the adjoining area. The executing agency shall be solely liable for such imbalance and will restore the imbalance.
- 28] Dumping of ash will be done as per the guidelines of MoEF&CC/WBPCB/CPCB/DGMS. Transportation of ash to be done as per prevailing rules and regulations of Govt. of WB, Govt. of Jharkhand (as the case may be) and Govt. of India.
- 29] The mine/mines/ quarries/ low lying area authority reserves the right to inspect at any time of the day and on any day to see that the dumping is being done according to the work plan as finalized above, by the officers to be nominated by them.
- 30] **That the maintenance of internal and haul roads leading to the dumping area will be done by the executing agency at their own cost.**



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- 31] That the mine/mines/ quarries/ low lying area authority shall not be, in any way, responsible for any accident or injury of persons engaged or otherwise affected in the process of transportation, storage and dumping of the fly ash and the executing agency shall keep them harmless and indemnified against any claim on this score.
- 32] The executing agency shall be responsible in the event of any violation of the provision of Mines Act 1952 as regards dumping of ash.
- 33] That the executing agency will indemnify for any consequential damage / liability. DVC shall bear no responsibility of the persons engaged by the contractor.
- 34] Progress report of the work will be submitted by the executing agency to the concerned Chief Engineer & Project Head of DVC station through concerned E-in-C, DVC every month as per format submitted by DVC.
- 35] That the pond ash shall be dumped only at the appointed and approved site as identified above and not anywhere else.
- 36] As per condition laid down by State Pollution Control Board, the executing agency shall transport the pond ash in tippers in covered manner so that it does not become airborne during transit.
- 37] After the filling of mines/ quarries/ low lying areas with ash is complete, the filled up area will be covered with a layer of earth of required thickness as per directions of the Engineer-in-Charge. The contractor then have to carry out such earth filling works over particular filled up area even before the completion of the ash filling work to suit the pollution control norms as per direction of Engineer-in-Charge.
- 38] That mine/mines/ quarries/ low lying area authority reserves the right to withdraw the permission at any time with immediate notice. The contractor will not have any claim for sudden stoppage of work.
- 39] The earth/site to be used for filling work shall be ordinary or hard soil, and shall be free from rank vegetation, trees roots and rubbish.
- 40] The contractor shall bring earth for the work from the earth field/places located as near as possible, but in any case, not beyond the distance of 10 K.M. from the disposal site. In case, earth is not available within the distance of 10 K.M., the contractor shall report the fact in writing to the Engineer-In-Charge. Only on written permission of the Engineer-In-Charge, the earth shall be brought from the earth field/places located beyond the distance of 10 K.M. from the site of work.
- 41] The contractor, before starting the excavation work for collection of earth, shall intimate to the Engineer-In-Charge about the earth/place from where he intends to collect earth. On receipt of such intimation, the Engineer-In-Charge and the contractor (or their representatives) shall inspect the location jointly to record the distance of earth field/place of collection of earth from the disposal site.



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42] It shall be the responsibility of the contractor to arrange permission from the owner(s) of the land for lifting the earth from their land. The contractor shall bear all kinds of expense relating to royalty, taxes and any other direct or indirect expenses for excavation and transportation of earth at the site of work.

43] The contractor shall include all such expenses in the rate quoted by him for the work. No extra claim, whatsoever, shall be entertained by DVC.

44] The earth for filling shall be uniformly spread in regular horizontal layers, each layer not exceeding 0.30 m in depth. All lumps and clod shall be broken. Each layer shall be properly leveled, watered and compacted with dozers. The contractor shall make good all subsidence and shrinking in earth filling during execution and till completion of the work.
Payment for the work shall be made at the rate mentioned in the price schedule.

45] **MODE OF MEASUREMENT:**

(i) The quantity of earthwork for all operations involved in the work shall be worked out from the volume of borrow pit from where earth will be excavated.

The depth of pit shall be calculated, correct to 5mm, on the basis of levels recorded before the start of work and after completion of work. The length and breadth of pit shall be measured with total station or steel tape correct to the nearest cm.

(ii) The quantity of ash evacuated from ash pond will be determined in the following way:

All the Trucks /Hyvas/Dumpers in empty condition are first to be weighted for Tare weight and after loading of ash in ash ponds, the same Trucks/Hyvas/Dumpers carrying ash shall be again weighted. The difference of two weights shall be the quantity of ash for the particular Trucks/Dumpers/Hyvas. All the weight shall be taken only at DVC computerized Weigh Bridge installed at DVC with RFID (Radio Frequency Identification Detection) system and readings obtained at Weigh Bridges shall be final and binding.

46] **MEASUREMENT OF LEAD:**

All distance shall be measured over the shortest practical route.

Distance of 0.5 K.M. or more shall be taken as 1 K.M. and distance of less than 0.5 K.M. shall be ignored.

Lead shall be measured from loading point to unloading point via Weigh Bridge only. However, escalation will be calculated as per the formula mentioned under Sl. No. (v) of SCC of this Tender Documents.

47] **PENALTY:**

The rate of evacuation, transportation and disposal of ash not less than pro-rata W.O quantity per month should be maintained without fail subject to there is no hindrance in ash pond/disposal site or in the transportation route and favorable weather. In case of stoppage/slow progress of work, the shortfall should be compensated by providing additional men and machineries in the subsequent months. However, total ash evacuation,



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transportation and disposal of 100% of total W.O quantity should be completed by the time allotted in Work Order.

If the rate of evacuation of ash is less than pro-rata W.O quantity per month penalty will be as per Clause No. (xx) of Special Contract of Contract, Vol-IV of this Tender Documents.

- 48] The "Executing Agency" means the contractor engaged by DVC on behalf of DVC.
- 49] That mines/ quarries/ low lying area/ road construction authority reserves the right to withdraw the permission at any time with immediate notice. The contractor will not have any claim for sudden stoppage of work.
- 50] Overloading: No overloading will be allowed during transportation of pond ash. Loading of pond ash in the vehicle only up to the quantity permitted by RTO is to be ensured by the agency.

C. Global Positioning System (GPS) & RFID System

The contractor shall have to arrange to install GPS System in all the vehicles. Before submitting the list of vehicles for authorization by DVC. The Transporter shall ensure that GPS system is installed in the vehicles. Any addition or deletion of the vehicles shall be done with prior written approval of DVC. No vehicle without RFID sticker card / GPS device shall be allowed for loading.

GPS service provider shall geo-fence the route planned to be followed by the vehicles in DVC and generate trip wise reports with all the necessary details like distance covered per trip, route followed, speed etc. It will also generate exception in case of violation of any predefined rule in the system and send the SMS to DVC representative. Copy of the reports shall be mailed to DVC representative at regular interval.

GPS service provider shall grant web access to DVC representative to monitor current operating status of vehicle movement, view on map, movement and event visualization on map through play back, Trip details and download various reports and data through login to the GPS application website.

GPS service provider shall also provide requisite data like vehicle number wise trip details which are required to generate bill and extend necessary co-ordination to interface their system with DVC application for generating the transporter wise bills. DVC shall download transporter wise trip report(in excel, csv format) necessary for generating transporter bills like vehicle number, loading and unloading date and time, trip distance etc. These data shall be matched with the data taken from weigh bridge for the same trips and the matched data shall be used for generating transporter bills. The unmatched data between trips report from GPS and weigh bridge system shall be reconciled.

The contractor is responsible for getting all works done as above through GPS service provider in consultation with project authority.

1. GPS/GPRS/RFID REQUIREMENT:

- a) GPS/GPRS System requirements that are to be observed during the entire currency of contract.



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The agency should undertake regarding acceptance of GPS/GPRS System (Vehicle tracking Equipment- VTE) in respect of the following conditions:

- b) DVC implemented vehicle tracking and monitoring system which will be mandatory to accept. The entire GPS / GPRS system (Vehicle Tracking Equipment- VTE) will be installed by the agency at their own cost. No additional payment will be made by DVC for this purpose.
- c) Consent for 24 X 7 power supply to the mobile device from the vehicle battery is a mandatory requirement.
- d) The transporter is to ensure that the mobile GPS/GPRS device (Vehicle Tracking Equipment) is kept cool, dry, ventilated and unobstructed within the vehicle and reasonable care be taken to protect the same from damage.
- e) In the absence of the mobile GPS/GPRS device on the vehicle, non-functionality of the VTE or on prima-facie evidence of tampering, the vehicle would not be allowed to be operational for the purpose of the said contract.
- f) Cost towards any incidental damage/ replacement of VTE, is to be borne by the transporter.
- g) Any other issues relating to VTE, emerging during implementation or during its operation is required to be accepted unconditionally.

2. RFID System:

DVC installed RFID system at Weigh Bridges at which the measurement of ash in weighment mode shall be taken.

3. Cost for GPS installation

All cost related to GPS installation, any rental, its repair and maintenance, replacement of the damaged devices, software applications and its customization, generation of reports and alerts etc. shall be borne entirely by the contractor.

4. Penalty for deviation and non-functional GPS:

- a) If any vehicle is detected by GPS services for standing at unsafe zone, GPS not working or vehicle not followed the prescribed route then DVC reserves the right to retain the transportation charges for the trip. Retained amount will be released only upon submission of satisfactory reason & indication of appropriate action taken by the contractor.
- b) If any vehicle is detected by GPS not following prescribed route plan then the contractor shall be paid as per lower distance slab rates or the distance shown by GPS, whichever is minimum.

D. SPECIAL TERMS & CONDITIONS OF CONTRACT

- 1) The rate quoted by the contractor will remain firm and he will have to agree to execute the work at the same rate quoted and terms and conditions of the agreement if contractual period is extended after successful performance reviewed by DVC.



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2) The vehicles like dumpers/tippers deployed in transportation of ash from KTPS Ash Pond to Disposal area should strictly not be engaged during return journey from disposal area/mines for other purposes. A penalty at the rate of **Rs. 2500/- per vehicle per trip** will be imposed & recovered from the R /A bills in the event of above.

3) Vehicles found to be repetitive in mal-functioning of GPS will be removed from the fleet of vehicles for evacuation.

4) The evacuated ash shall be disposed by the Contractor strictly at the DVC approved site and in no case evacuated ash shall be allowed to be disposed in any other location without prior permission from Engineer-in-Charge in writing.

If ash is disposed in any other location, no payment for evacuation and disposal of ash will be given to the contractor for ash dumped in violation of the directives issued by State and Central Pollution Control Boards or any other statutory body in regard to control of pollution while transporting and disposing of evacuated ash.

In addition, penalty will be imposed @ 100% above the quoted rate for evacuation and transportation & disposal in respective slab of the BOQ for the ash disposed by the contractor in contravention of the stipulations in the specifications and terms agreed upon.

5) It is utmost requirement that the ash transported should be collected from the area where ash is almost dry and agency has to make necessary arrangement for making ridges and furrows for drainage/dewatering of water by installing dewatering pump/ sludge pump. If agency fails to deploy pump or intends for evacuation in wet condition of ash, DVC will deploy dewatering pump at the cost of agency and double recovery of the same will be made accordingly.

6) If agency fails to deploy water tanker as per condition of contract, recovery will be made from the agency @ **Rs. 3800/- per day per tanker** against non-deployment either at evacuation site or at disposal site.

E. Definition of EARTH (Extract of CPWD 2009)

(CPWD Specifications in this context being in force from time to time will also be applicable. The Earth materials mentioned in the QR will also include Overburden).

1. DEFINITIONS: -

- a. **Dead men or Tell Tales**: Mounds of earth left undisturbed in pits dug out for borrowing earth.
- b. **Burjis**: Short pillars of brick/stone having top surface finished with cement plaster for marking etc.
- c. **Formation or Profile**: Final shape of the ground after excavation or filling up.
- d. **Foul position**: Filthy and unhygienic conditions where physical movements are hampered such as soil mixed with sewage or night soil.



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- e. **Lead**: The distance for removal, measured over the shortest practicable route and not necessarily the route actually taken.
- f. **Liquid mud**: Mud in liquid form or in a highly plastic state.
- g. **Lift**: The vertical distance for removal with reference to the ground level. The excavation up to 1.5 meters depth below the ground level and depositing the excavated materials up to 1.5 meters above the ground level are included in the rate of earth work. Lifts inherent in the lead due to ground slope shall not be paid for.
- h. **Safety rules**: Safety rules as laid down by the statutory authority.

1. **CLASSIFICATION OF SOILS**

The earthwork shall be classified under the following categories and measured separately for each category:

(a) **All kinds of soils**: Generally any strata, such as sand, gravel, loam, clay, mud, black cotton moorum, shingle, river or nallah bed boulders, soling of roads, paths etc. and hard core, macadam surface of any description (water bound, grouted tarmac etc.) lime concrete, mud concrete and their mixtures which for excavation yields to the application of picks, showels, jumper, sacrifiers, ripper and other manual digging implements.

(b) **Ordinary Rock**: Generally any rock which can be excavated by splitting with crow bars or picks and does not require blasting, wedging or similar means for excavation such as lime stone, sand stone, hard laterite, hard conglomerate and unreinforced cement concrete below ground level. If required light blasting may be resorted to, for loosening the materials but this will not in any way entitle the material to be classified as 'Hard rock'.

(c) **Hard Rock**: Generally any rock or boulder for the excavation of which blasting is required such as quartzite, granite, basalt, reinforced cement concrete (reinforcement to be cut through but not separated from concrete) below ground level and the like.

(d) **Hard Rock** (blasting prohibited): Hard rock requiring blasting as described under (c) but where the blasting is prohibited for any reason and excavation has to be carried out by chiseling, wedging or any other agreed means.



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VOLUME – VI

Section-II: TENDER DRAWINGS

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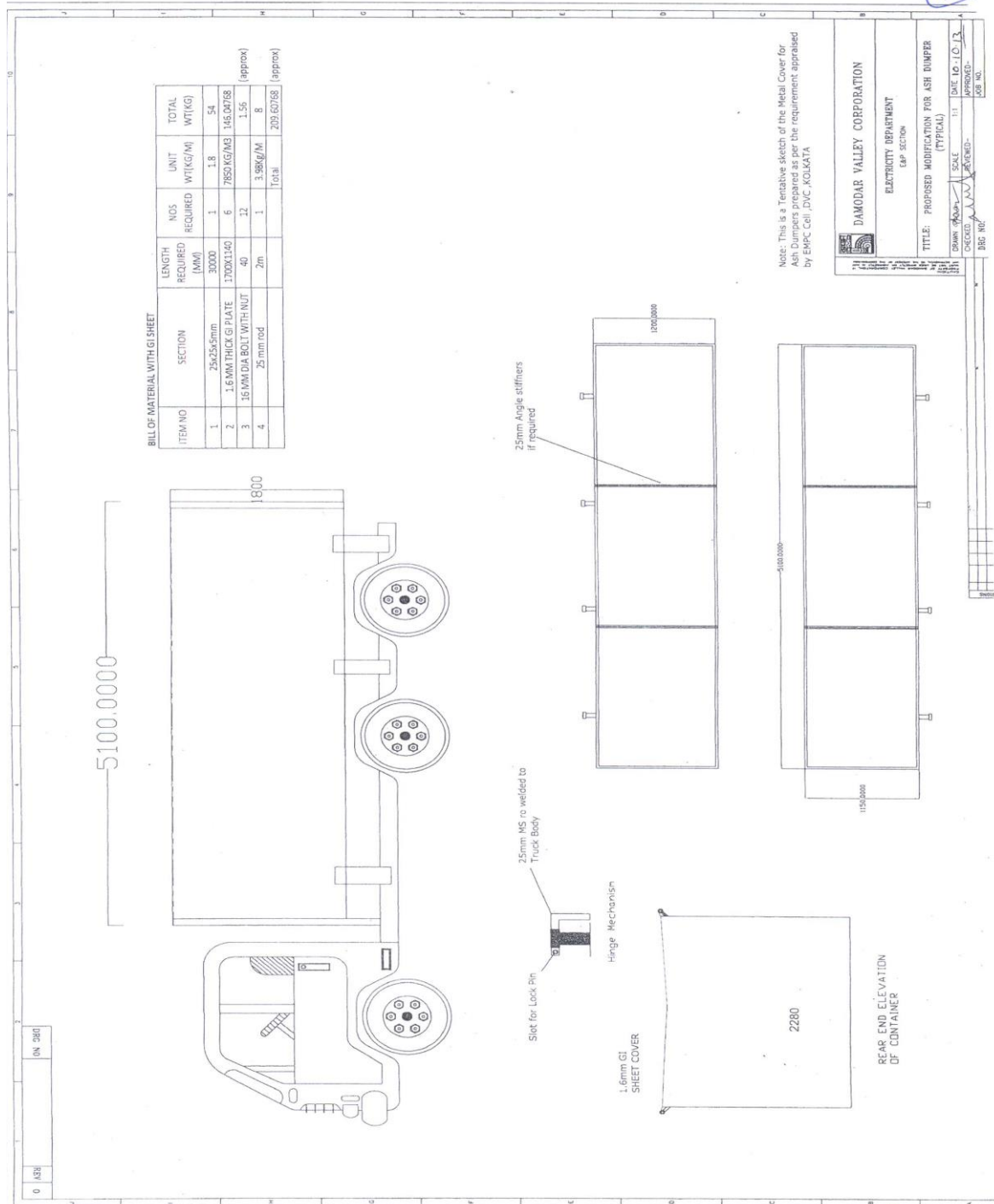
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Drawing of Typical Ash Dumper





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VOLUME – VI

Section-III: SCHEDULE OF RATES (B.O.Q)

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SCHEDULE OF RATES (B.O.Q) for "Empanelment of Transportation agencies with rate contract for evacuation of ash from ash ponds of Koderma Thermal Power Stations of DVC, and nuisance free transportation along with disposal of the same in abandoned open cast mines /Stone Quarries / NHAI project sites / any other designated places outside plant boundary of KTPS, DVC".

| Sl. No. | Description of work | Unit Quantity | Unit | Rate (in Rs.) | Amount (in Rs.) |
|---------|---|---------------|------------|---------------|-----------------|
| 1 | Evacuation of ash from different filled up ash ponds at Koderma T.P.S. up to all possible lift including dewatering, as required loading by pay loader/excavator, washing the outside of dumper/ trucks/ hyvas as per specification/ direction of Engineer-in-charge, the rate should include cost for sprinkling water at the excavation site. as per direction of Engineer-in-charge and specifications in conformity with pollution control norms and statutes. | 1 | MT | ₹ 24.08 | ₹ 24.08 |
| 2. | Nuisance free transportation of the ash in leak proof dumpers/trucks as per the specification and approved route and unloading at the disposal site / road construction Projects sites / end users place / any other designated places outside plant boundary) from DVC Ash pond or any other approved site as directed by the Engineer-in-charge. The rate should include cost for sprinkling water at haulage route and disposal site, as per direction of Engineer-in-charge and specifications in conformity with pollution control norms and statutes. | | | | |
| | (a) Lead of 0 to 50 kms from DVC ash pond to unloading site. | 1 | Per MT/ KM | ₹ 4.16 | ₹ 4.16 |
| | (b) Lead of 51 to 100 kms from DVC ash pond to unloading site. | 1 | Per MT/ KM | ₹ 3.95 | ₹ 3.95 |
| | (c) Lead of 101 to 150 kms from DVC ash pond to unloading site. | 1 | Per MT/ KM | ₹ 3.88 | ₹ 3.88 |
| | (d) Lead of 151 to 200 kms from DVC ash pond to unloading site. | 1 | Per MT/ KM | ₹ 3.81 | ₹ 3.81 |
| | (e) Lead of 201 to 250 kms from DVC ash pond to unloading site. | 1 | Per MT/ KM | ₹ 3.7686 | ₹ 3.7686 |
| 3. | Dozing of ash by dozer at disposal site including levelling the ground as per | 1 | MT | ₹ 1.12 | ₹ 1.12 |



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| | | | | | |
|----|--|---|-----|------------|------------|
| | direction of the Engineer in Charge and specifications in conformity with pollution control norms and statutes. | | | | |
| 4. | Earth work in excavation by mechanical means (Hydraulic excavator) / manual means over areas (exceeding 30cm in depth. 1.5 m in width as well as 10 sqm on plan) including disposal of excavated earth, lead upto 50m and lift upto 1.5m, disposed earth to be levelled and neatly dressed. All kinds of soil. | 1 | cum | ₹ 192.7483 | ₹ 192.7483 |
| 5. | (a) Carriage of earth by mechanically transport including loading, unloading, stacking and spreading as per direction up to 1 KM but initial lead of 50 mtr. | 1 | cum | ₹ 169.2470 | ₹ 169.2470 |
| | (b) Carriage of earth by mechanically transport including loading, unloading, stacking and spreading as per direction up to 2 KM but beyond 1 KM. | 1 | cum | ₹ 191.3691 | ₹ 191.3691 |
| | (c) Carriage of earth by mechanically transport including loading, unloading, stacking and spreading as per direction up to 3 KM but beyond 2 KM. | 1 | cum | ₹ 213.2568 | ₹ 213.2568 |
| | (d) Carriage of earth by mechanically transport including loading, unloading, stacking and spreading as per direction up to 4 KM but beyond 3 KM. | 1 | cum | ₹ 234.2719 | ₹ 234.2719 |
| | (e) Carriage of earth by mechanically transport including loading, unloading, stacking and spreading as per direction up to 5 KM but beyond 4 KM. | 1 | cum | ₹ 254.6679 | ₹ 254.6679 |
| | (f) Carriage of earth by mechanically transport including loading, unloading, stacking and spreading as per direction up to 6 KM but beyond 5 KM. | 1 | cum | ₹ 272.8216 | ₹ 272.8216 |
| | (g) Carriage of earth by mechanically transport including loading, unloading, stacking and spreading as per direction up to 7 KM but beyond 6 KM. | 1 | cum | ₹ 290.9753 | ₹ 290.9753 |



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| | | | | |
|--|---|-----|--------------------|------------|
| (h) Carriage of earth by mechanically transport including loading, unloading, stacking and spreading as per direction up to 8 KM but beyond 7 KM. | 1 | cum | ₹ 309.1290 | ₹ 309.1290 |
| (i) Carriage of earth by mechanically transport including loading, unloading, stacking and spreading as per direction up to 9 KM but beyond 8 KM. | 1 | cum | ₹ 327.2827 | ₹ 327.2827 |
| (j) Carriage of earth by mechanically transport including loading, unloading, stacking and spreading as per direction up to 10 KM but beyond 9 KM. | 1 | cum | ₹ 345.4364 | ₹ 345.4364 |
| Total | | | ₹ 2845.9746 | |

This is purely indicative estimate including all taxes, duties, levies, royalty, cess, fees etc. but only excluding applicable GST and applicable toll, if any. Before making any payment on account of applicable GST to the Statutory Authorities by the contractor, a commercial understanding is to be executed between the contractor and DVC as per format attached in Bidding Documents.

GST @ 5% will be paid by DVC for ash transportation work on RCM basis subject to issuance of consignment note by the transporters and 18% GST for other works in BOQ & toll if applicable will be reimbursable extra on production of documentary evidence of payment by the transporters to DVC.

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

NOTES:

- Quantities mentioned in the Schedule Rate (BoQ) are Unit Quantity and not related to actual work.
- The Bidders shall fill % above/below/at par of the indicated estimated cost for the Work, in the price schedule (Ms excel sheet of Envelope3). The percentage quoted rate in financial bids (BOQ template) shall be equally applicable on the all rates mentioned in the Schedule Rate (BoQ) as above.
- This being a rate contract, purely aims at fixing rates and empanelled vendors for evacuation and transportation of pond ash. Work Order (s) / Purchase Order (s) under this rate contract shall be placed according to work requirement arisen time to time in DVC at aforesaid Project as the Quantity is tentative in nature.
- Payment will be done on actual work done basis during execution of work.