



DAMODAR VALLEY CORPORATION

दामोदर घाटी निगम

(ESTABLISHED BY THE ACT XIV OF 1948)

DVC, HEAD QUARTER

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

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

TENDER DOCUMENTS

**Renovation and remodeling of the space adjacent to the newly constructed ERP
Office at ground floor of DVC Towers, Kolkata.**

**NIT NO DVC/Tender/Head Quarter/ESTATE-HEADQUARTERS/CMM/Works
and Service/00140 Dated**

(THROUGH OPEN TENDER ENQUIRY & ONLINE REVERSE AUCTION(RA))

TENDER DOCUMENT FOR Renovation and remodeling of the space adjacent to the newly constructed ERP Office at ground floor of DVC Towers, Kolkata.

The document consists of the following :

- 1) Instruction : Submission of Tender Paper
- 2) Annexure-I: Work Details and Techno-Commercial Terms & Conditions
- 3) Annexure-II: Instructions to the Bidders
- 4) Annexure -III : Eligibility criteria for selection of tenderers (Qualifying Requirement)
- 5) Annexure - IV : Terms & Conditions for Reverse E-Auction Bidding
- 6) Form - A : Format for acceptance of Commercial Terms, General Terms & Conditions and other terms of RFQ.
- 7) Annexure -E : Format for BG towards EMD
- 8) Annexure -F: Bank Guarantee Verification Check List
- 9) Annexure - G: Format for Letter of Bid
- 10) Annexure - H: Format for Details Of Banker For Making Payment Through RTGS/NEFT
- 11) Annexure - I: Format for Proforma For Affidavit
- 12) Annexure - J: Proforma for Power of Attorney
- 13) Annexure - K: List of Commercial Banks as per RBI (Source RBI Website dt. 08-06-2012)
- 14) Safety Clause : As per GCC - 31
- 15) Techno-commercial Schedule(In seperate Excel Format)
- 16) Price Schedule(In seperate Excel Format)
- 17) Techno-Commercial-Sheet
- 18) BOQ Percentage
- 19) Deviation Sheet
- 20) Bill of quantity
- 21) Tender Drawing
- 22) GCC
- 23) Annexure to be upload



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

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

FAX : (033) 2355-2936

Phone : (033) 2355-2936

NOTICE INVITING TENDER

(THROUGH OPEN TENDER ENQUIRY & ONLINE REVERSE AUCTION(RA))

Tender No. DVC/Tender/Head Quarter/ESTATE-HEADQUARTERS/CMM/Works and Service/00140 Dated

Last Date of submission(uploading) of Bid Documents : 31/01/2024 (upto 1200 Hrs.)

Date of Opening of Techno-Commercial Offer : 01/02/2024 at 1200 Hrs.

DESCRIPTION OF WORKS : Renovation and remodeling of the space adjacent to the newly constructed ERP Office at ground floor of DVC Towers, Kolkata.

Tenders for Single Stage-Two Envelope-Two Part tendering through e-tendering process are invited by CMM, Kolkata, Damodar Valley Corporation, for Renovation and remodeling of the space adjacent to the newly constructed ERP Office at ground floor of DVC Towers, Kolkata. for the under mentioned job as per description of work ,scope of work ,terms and condition as detailed below.

TOTAL ESTIMATED VALUE	: 892270.00/-only in INR currency
EARNEST MONEY	: Rs.17845.00/-only
COST OF TENDER PAPER	: Rs.1000.00 /- only.[NON-REFUNDABLE]
DATE OF START OF DOWNLOADING OF TENDER DOCUMENT	: 03/01/2024 at 1200 Hrs.
DATE OF END OF DOWNLOADING OF TENDER DOCUMENT	: 31/01/2024 (upto 1200 Hrs.)
DATE OF PRE BID DISCUSSION	: 10/01/2024 at 1200 Hrs.

Tenders, will be received by the office of the CHIEF MATERIALS MANAGER, DVC, HEAD QUARTER upto 1200 Hrs. on 31/01/2024 and the same will be opened in presence of representative of participating vendors on 01/02/2024 at 1200 Hrs. If the Opening day is declared a holiday by DVC/any unforeseen situation arrives(local Strike/Bandh etc.), then these activities will be taken up on the next working day at the same time schedule. Tenders received in the office of the CHIEF MATERIALS MANAGER after scheduled time and date fixed for the purpose will not be considered at all and DVC authorities will not take any responsibility to accept any tender which are received in his office late due to postal delay. When tenders are intended to be submitted to the tender inviting authority by messenger/courier/speed post, these should be submitted to the designated officer and thereafter it is to be kept in the designated place in the office of the tender inviting authority. The names and designation of at least two officers specially assigned for this purpose are :-

Sl. No.	NAME	DESIGNATION	ADDRESS	EMAIL-ID
1.	PRADIP KUMAR GHOSH	SUPERINTENDING ENGINEER-CMM	DVC,HEAD QUARTER	pradip.ghosh@dvc.gov.in
2.	MANISHA MAHISH	MANAGER-CMM	DVC,HEAD QUARTER	manisha.mahish@dvc.gov.in

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

Bidders must positively complete online e-tendering procedure at <https://etenders.gov.in/eprocure/app>.

The details of EMD & cost of Tender documents shall have to be indicated while filling the Tender documents form available in the website <https://etenders.gov.in/eprocure/app>. The Bidder shall also have to submit the hard copy of the EMD (amount as mentioned above) & cost of Tender documents in an envelope super scribing "**BID SECURITY/EMD**" in any of the following forms:

1) COST OF TENDER DOCUMENTS: Tender documents are downloaded from DVC's website. The cost of tender documents is Non-refundable. The Bidder will pay cost of tender documents through e-payment mode / electronic mode i.e. credit card, debit card / Net banking etc. Provision for NEFT/ RTGS has also been enabled. Moreover in case the bidder who do not have any credit card/ debit card or net banking facilities can use NEFT/ RTGS facilities for payment by downloading the challan from the web site and submit the same to nearest bank. The bidder shall upload the scan copy of payment details while uploading the tender.

2) EARNEST MONEY:

Earnest Money shall be deposited in any of the following mode:

- E-payment mode has been enabled. The bidders can pay the cost of bid document and the EMD through electronic mode i.e. credit card/ debit card/ net banking. Provision for NEFT/ RTGS has also been enable, moreover in case the bidder who do not have any credit card/ debit card or net banking facilities can use NEFT/ RTGS facilities for payment by downloading the challan from the web site and submit the same to nearest bank.
- Earnest Money can be submitted in the form of Bank Guarantee from an Indian Nationalized Bank / Schedule Bank / Foreign Bank (in the scheduled list of Reserve Bank India), irrevocable and operative till the validity of the offer as per standard Proforma (as per Performa & instruction given in **Annexure -E**).
- DVC Bonds duly endorsed in favour of DVC.
- Post Office National Savings Certificate, having face value equal to the EMD value and duly endorsed by issuing authority in favour of Chief Accounts Officer, DVC, Head Quarter.
- Attested photocopy of certificate issued by DVC as permanent EMD account holder
- Pay Order or Demand Draft in favour of the Chief Accounts Officer, DVC, HEAD QUARTER payable at

No Bank Guarantee shall be accepted for EMD amount upto Rs. 50,000/-. However, EMD exceeding Rs. 50,000/- may be accepted in any of the above forms.

The intending Bidder are advised to take care that cost of tender & EMD is correctly drawn and reaches before the tender opening as detailed in the NIT and any relaxation in this regard will not be allowed and their bids shall be rejected outrightly.

In the event of submission of BG in lieu of Earnest Money, the B.G. shall not be accepted and bid may be rejected if:

(a) The name of the NIT mentioned in the BG is different from the NIT for which bids have been invited. (b) The firm/proprietor, on whose behalf the bank guarantee has been furnished, is different from the bidder. (c) The Bank

Guarantee is not of the prescribed value. **(d)** The validity of the Bank Guarantee is less than the stipulated period.

In addition to the above, other points to be noted and followed strictly for the purpose of the execution of the BG as stipulated under the instruction of submission of BG in Annexure -F.

No tender will be considered as valid without acceptance of Earnest Money Deposit.

Note:- The Bank Guarantee to be prepared on non judicial stamp paper of appropriate value which vary from state to state and time to time. As such no rate has been prescribed. It has to be verified from the bank.

PERMANENT EARNEST MONEY DEPOSIT: The Tenderer may deposit with the Corporation, permanent EMD of rupees three lakhs only (Rs. 3,00,000) in the form DD/Pay order/banker cheque Draft in favour of Damodar Valley Corporation payable at Kolkata in INR or BG for a period of three years constituting the same sum as security for the compliance with the obligation undertaken in the tenders involving estimated cost upto Rs.1 crore irrespective no. of tender. No interest shall be payable on such deposit amount. Tenderer shall be entitled to submit offers and to have them considered without payment of EMD with each tender separately. An exemption certificate shall be issued to such vendors and they need to furnish reference of this certificate alongwith tender document and also superscribe the reference on the envelope so that offers are accepted for opening.

3) FORFEITURE OF EMD

The EMD may be forfeited

- 1) For failure of tenderers to accept the order / LOI / LOA placed within the validity period of their offer.
 - 2) Any bidder withdraws/varies his offer within the bid validity period before finalization of the tender.
 - 3) If the bidder does not accept the arithmetical correction of its bid price.
 - 4) For failure to submit security cum performance BG within 30 days from the last day of the specified time limit as stipulated in the PO/LOI/LOA.
 - 5) If the acceptance of order is not received within the stipulated period.
 - 6) If the Bidder does not withdraw any deviation listed in Statement of Deviations at the cost of withdrawal indicated by him.
 - 7) If the Bidder refuse to withdraw, without any cost to the Owner, any deviation not listed in Statement of Deviations but found elsewhere in the Bid,
 - 8) On providing false or incorrect information in respect of qualifying requirement etc.
 - 9) In case the L1 bidder for any item fails to produce the documents within the specified period of 10 days in case of domestic tenders and 15 days in case of global tenders, or if any of the information furnished by L1 bidder on-line is found to be false during verification of documents.
 - 10) Permanent EMD deposited by vendors/suppliers shall be forfeited in case they
- i) Revoke the tender or increase the rates after opening the tender but during the validity period of their offers
or
ii) Refuse to accept the order/contract issued as per their offer or subsequent mutual agreements.
iii) Do not execute the orders.
- Permanent EMD can be refunded if so desired by vendors, in which case they shall be required to deposit requisite EMD with each tender.

4) REFUND OF EMD:

The earnest money would be refunded to the unsuccessful tenderers within 15 days of finalization of the tender. Earnest Money will be returned to the successful tenderer after receipt of SDBG as per terms mentioned in the Purchase/Work order. No interest would be paid against the EM deposits.

Exemption from EMD & Cost Of Tender : 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 the Tender documents free of cost & Bid Security/ 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 met by the associate, then both the bidder and its associate should be registered with such authority for seeking such exemption of Cost of Tender Documents & Bid Security /EMD.

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.

MSEs seeking such exemption must upload scanned copies of valid registration certificate from msme / nsic in the website <https://etenders.gov.in/eprocure/app> [1] and also submit the hard copy of the uploaded documents in a separate envelope super scribing "MSME/NSIC CERTIFICATE" to the office of CHIEF MATERIALS MANAGER, Head Quarter,DVC before the date and time set for bid submission (uploading).

The above envelopes 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.

All Tenderers would be bound by the terms and conditions as detailed in tender specifications by the DVC and GCC available in <http://www.dvc.gov.in/GCC-2016.pdf>.

The subject NIT has been hoisted in e- procurement portal "<https://etenders.gov.in/eprocure/app>" You may visit website for detail of the NIT & its tender documents and also may participate in the tender through e- procurement i.e. on line submission of offer .Further to that you are requested to please register your firm for e-procurement if not registered till date.You may contact for the above through e-mail to DVC.

Offers should invariably be kept open for acceptance for **180 Days** from the date of opening of the tenders.

All tenderers would be bound by the terms and conditions as detailed in tender specifications of the DVC. DVC reserves the right not to accept the lowest rate quoted by tenderer and reject any or all the tenders and to split up and award the work to more than one tenderer without assigning any reason thereof if considered necessary.

Tenderer's authorized representative may be present at the time of opening. However, in unforeseen circumstances or due to administrative reasons, if the bid is not opened on due date, the same will be opened on next working day at same time without any further information. However, if required the date of opening will be extended further and the intimation for the same will be given on-line. DVC reserves the right to cancel any quotation in part or full and to reduce or increase the quantity of supply and to split up & award to one or more tenderer, without assigning any reason thereof

E-TENDERING

1.1. This tender is being processed through e-procurement system. The bid documents are to be downloaded, filled in and submitted through e-procurement system of DVC at <https://etenders.gov.in/eprocure/app>.

However for any future correspondences with DVC (such as responses towards techno-commercial bid clarifications etc), tenderers have to send their reply only to email address as mentioned in NIT & DVC will make correspondences with the tenderer through their respective e-mail addresses. Changes of e-mail address of any bidder, if any, must be intimated on priority basis to DVC in writing with proper reasons thereof.

For any queries regarding all sorts of application of e-Procurement system while acquiring digital signature, registration, downloading & uploading of tender documents, activation of user ID & password, Sk Nawajesh Rahman , e-mail ID rnawajesh@gmail.com- Contact No. 9831683690 / Miss Armistha Kangsa Banik, e-mail: armistha.banik1989@gmail.com (Mob:8240124812) may please be contacted.

1.2 DIGITAL SIGNATURE:

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

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

a) Bidders are required to register in the Government e-procurement portal, obtain `Login ID` & `Password` and go through the instructions available in the Home page after log in to the CPP Portal (URL: <https://etenders.gov.in/eprocure/app>), by clicking on the link `Online bidder Enrolment` on the CPP Portal which is free of charge.

b) As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.

c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate issued by any Certifying Authority recognized by CCA India with their profile.

e) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.

f) The Bidder intending to participate in the bid is required to register in the e-tenders portal using his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. He/She have to submit the relevant information as asked for about the firm/contractor. The bidders, who submit their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including all the Forms/Annexure of this tender.

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

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

(i) Sk Nawajesh Rahman , e-mail ID rnawajesh@gmail.com- Contact No. 9831683690

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

PRADIP KUMAR GHOSH
SUPERINTENDING ENGINEER-C&M
(For & on behalf of Damodar Valley Corporation)

WORK DETAILS

Sr. No.	Task Code	Description of Work	Frequency/ Quantity	UOM	Completion Period(In Days)
1	HQ/FM/ERP/01	Renovation and remodeling of the space adjacent to the newly constructed ERP Office at ground floor of DVC Towers.	1.0000	No of Job	180

SCOPE OF WORK

1.
 - a. Construction of new Exchange room for Communication section at eastern side of ground floor as per approved drawing, BOQ, specification & direction of Engineer-In-Charge.
2.
 - a. Remodeling of adjacent space of Existing ERP office at Eastern Side of Ground Floor, DVC Tower to provide additional space to ERP Office & rest room for security personnel as per approved drawing, BOQ, specification & direction of Engineer-In-Charge.

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

TECHNO-COMMERCIAL TERMS AND CONDITIONS

1.0 PRICE BASIS

Rate shall remain FIRM throughout the contract period.

2.0 PRICE BID DISCLOSURE

If any price component related to subject NIT in full or in part is exposed and found with its techno-commercial offers, the offer shall out rightly be rejected and will not be considered further.

3.0 BID EVALUATION PROCEDURE

Bid evaluation will be done Summery Wise.

4.0 LD CLAUSE AND RISK PURCHASE CLAUSE

DVC reserves the right to recover a sum equivalent to 0.5% of the delayed work for each week of delay or part thereof subject to maximum of 5% of the total value of the order as Liquidated Damage due to delay in completion of work attributable to the contractor.

(ii) Alternatively, the Purchaser reserves the right to purchase the material from elsewhere at the sole risk and cost of the Vendor and recover all such extra cost incurred by the Purchaser in procuring the material by the above procedure.

(iii) Alternatively, the Purchaser may cancel the Order completely or partly without prejudice to his right under the alternatives mentioned above

(iv) In the event of recourse to alternative (ii) and (iii) above, the Purchaser will have the right to re-purchase the stores, to meet urgency in requirement caused by Vendors failure to comply with the schedule of delivery irrespective of the fact whether the materials are similar or not.

5.0 PAYMENT TERMS FOR WORKS

Payment Terms Description	Task Description
90% of contract price against RA bills with GST at actual, subject to the limit as quoted for such item. This also includes initial advance, if any.	For All Tasks
Remaining 10% with GST at actual, subject to the limit as quoted for such item, after completion of the contract.	For All Tasks

6.0 PERIOD OF CONTRACT

180 days from the date of issuance of order.

7.0 LIMITATIONS OF LIABILITY:

Except in cases of Criminal Negligence or wilful misconduct,

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

AND

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

8.0 Please keep your offer valid for 180 days from the due date of opening.

9.0 Other Terms and conditions which are not specifically mentioned in the Terms and conditions of the NIT shall be guided by DVC's G.C.C as per applicability. Bidders are requested to visit Website www.dvc.gov.in and www.dvctender.com for getting DVC's G.C.C.

10.0 SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:

1.Submission of Performance Security is not necessary for a contract value up to Rs. 01(One) Lakh.

2.For Contract value more than Rs. 01(One) Lakh, Performance Security may be furnished in either of one of the following form for an amount of 5% of the contract value: (a) Insurance Surety Bonds, (b)Account Payee Demand Draft, (c)Fixed Deposit receipt from a commercial Bank, (d) Bank Guarantee (Including eBank Guarantee) issued/confirmed from any of the commercial bank in India or (e) Online payment in an acceptable form.

3.In addition to performance security, another 5% of each running bill is to be withheld as Security Deposit/Retention money until final acceptance of the completed work. The contractor may replace the retention amount with an unconditional BG.

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

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

***Performance Security/Security deposit/Retention is to be furnished by a specified date (generally 21 days after issuance of LOA/ work contract or generally 14 days after issuance of PO/LOA for Goods/Services/Work Contract) having validity for a period of 6 months (06 months completion period) from the date of execution of BG and 12 months for Warranty & Guaranty period from the date of Completion and it should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the contractor i.e., total of 20 months from the date of execution of performance security.

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

NOTE: Performance Security will be refunded to the contractor without interest, after completion of all obligations under the contract but not later than 365 days.

**Security deposit cum Performance Guarantee has been applicable to all participating vendors including MSE'S registered with MSME/NSIC.

** No payment will be made till the acceptance of SDBG.

Instruction for submission & verification of SDBG:

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

b. Advising banks of DVC, HQ, Kolkata is PNB -Maniktala, Kolkata 54. IFSC code PUNB0008220

11.0 TERMINATION:

DVC reserves the right to terminate the contract with 30 (thirty) days notice as per discretion of DVC without assigning any reason whatsoever if the performance is found to be unsatisfactory during execution of the work at any point of time of the contract. Termination of contract will be applicable as per Clause No. 24 of Special Conditions of Contract of GCC, DVC.

12.0 CONTRACT PERIOD:

The contract will be valid for a period of 06 (Six) months from the date of issuance of LOA/Work Order.

13.0 AGREEMENT:

Bidder shall have to enter into an agreement with DVC in DVC prescribed format on nonjudicial stamp paper of appropriate value within 30 days from the date of issuance of work order.

Non- execution of Contract Agreement by the contractor within 30 days from the date of issuance of work

order, 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.

14.0 FORCE MAJEURE:

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

15.0 SUB-LETTING & ASSIGNMENT:

The Vendor shall not sub-let or assign any part of this Purchase Order/ contract to any other vendor/agency without the prior written consent of the Purchaser / owner. Such assignments or sub-letting or transfer shall not relieve the Vendor from any obligation, duty and responsibility under this Purchase Order / contract. Any assignment, transfer or sub-letting without the prior written approval of the Owner shall be void. The Purchaser / owner shall have the right to cancel the order/contract and to purchase the goods/services from elsewhere and the supplier/vendor shall be liable to the Purchaser / owner for any loss or damage which the Purchaser / owner may sustain in consequence or arising out of such purchase and the Vendor shall indemnify such loss or damage to the Owner.

16.0 CHANGES IN CONSTITUTION OF BUSINESS:

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

17.0 GRAFTS / COMMISSION:

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

18.0 GOVERNING LAW:

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

19.0 DOCUMENTS TO BE SUBMITTED IN HARD COPY IN ENVELOP AT C&M OFFICE, DVC, KOLKATA (OFFLINE) BEFORE TENDER OPENING:

- a) Hard copy of Cost of Tender document.
- b) Hard copy of Bid security/ EMD document.
- c) Original Affidavit in non-judicial stamp paper of Rs. 10/-.
- d) Original Letter of Bid.
- e) Original ANNEXURE - J - DSC certificate.
- f) Original FORM- A (Acceptance of Terms & conditions and Reverse e-Auction).

Hard copy documents as mentioned above should reach to the C&M department, 3rd floor, DVC Towers, VIP Road, Kolkata- 700054 in sealed envelope through by hand/ Courier / Speed Post before due date of submission of bid.

On the Envelope Name of the Tender and NIT no & Date shall be clearly mentioned. DVC shall not be responsible in any way for any delay in postal services. If Envelope is not received before the due date & time of opening of bid, the bid will not be opened.

However, DVC reserves the right to call for the hard copy of the documents prior to the opening of Techno-Commercial Bid.

Address for submission of Hard copy documents:

Sr. General Manager(M), C&M department, 3rd floor, DVC Towers, VIP Road, Kolkata- 700054

20.0 DOCUMENTS TO BE SUBMITTED IN 'TECHNICAL' ENVELOPE (ONLINE) AT CPP PORTAL:

- a) Scan copy of FORM- A (Acceptance of Terms & conditions and Reverse e-Auction).
- b) Filled up Techno-commercial sheet along with Deviations schedule.
- c) Scan copy of Cost of Tender documents, EMD document.
- d) Scan copy of Letter of bid as per Annexure - G of NIT.
- e) Scan copy of Bank certificate for NEFT/RTGS/CBS as per Annexure - H of NIT. f) Scan copy of AFFIDAVIT on Non Judicial Stamp Paper of minimum value of Rs.10 attested by public Notary (for genuineness of the information furnished on-line and authenticity of the documents produced) as per Performa enclosed as per Annexure - I of NIT.
- g) Scan copy of AFFIDAVIT on Non Judicial Stamp Paper of minimum value of Rs.10 attested by public Notary (for DSC Holder) as per Performa enclosed as per Annexure - J of NIT. h) Scanned copy of required documents as per QR/NIT, Annexure -III of NIT:
- (i) Similar work order with execution/completion certificate,
- (ii) Audited Annual Accounts including balance sheet, profit and loss account statements of last three financial years.

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.

UDIN of Chartered Accountant is mandatory who certified/attested the documents in compliance with the Income-tax Act.

- i) Scan copy of GST Registration certificate.
- j) Scan copy of PAN Card.
- k) Scan copy of ESI Registration certificate.
- l) Scan copy of EPF Registration certificate.
- m) Scan copy of valid Company registration certificate (in case of Company) or Partnership deed (in case of Partnership firm) or Affidavit (in case of sole proprietorship firm) etc. as the case may be. n) Scan copy of Certificate of no relation in DVC.
- o) Certificate in company's letter head as per Performa given at last page of the NIT. p) Scan copy of Undertaking for Labour license or a valid labour license.
- q) NOC certificate: If the address of the bidder in any of the documents (i.e. Letter Pad, Partnership / Sole Proprietorship, EPF Registration Certificate, ESI Registration Certificate, GST Registration Certificate, Work experience certificate & Financial Audit Report etc.) submitted by the agency is of any DVC Project, No Objection Certificate issued from the Estate Officer, DVC of the respective project (valid as on date of techno-commercial opening) to the effect that they do not have any DVC quarter/Buildings/Shop/Plot of land under their un-authorized possession shall have to be submitted by the bidder along with the bid documents. Besides above, NOC may also be sought from any other bidder not covered under aforesaid criterion, if anything regarding any illegal occupation of DVC quarter/Buildings/ Shop/Plot of land etc. by them comes to the knowledge of DVC at any stage of tendering and compliance of the same shall be binding on the agency for qualifying in the bid.

NOTE: - The bidder will download the Techno- commercial Evaluation Sheet (PDF Format), Price bid BOQ Excel Sheet, Format of Letter of Bid, Affidavit (Annex- I), ANNEXURE- J for DSC holder, No relation Format and others documents which are specifically mention in the subject tender from the website <https://etenders.gov.in/eprocure/app>. C&M section, DVC can demand the the hard copy of documents, which will be already uploaded on the e-tender site by the bidder(s) for verification during the evaluation.

21.0 THE FOLLOWING TENDERS/BIDS MAY BE REJECTED OUTRIGHTLY:

- a. Tenders received after the due date and time of tender opening (late tenders);
- b. An unsolicited Bid i.e., offers from tenderer other than those asked to quote against LTI/STI,
- c. Offers received subsequently after original offer through open tendering / LTI / STI.
- d. It is in the form of Fax/Telex/Telegram/e-mail. However, scan copy of offer (non-editable) through email in case of OEM/OES/PAC/Single Source approved may be accepted in case of urgency/immediate requirement, to be certified by indenter/user section. In this case scan copy of NIT/Enquiry (non-editable) should be sent by DVC through e-mail clearly stating the e-mail address on which the scan copy of offer is to be sent and the e-mail used by bidder for sending the scan copy of offer should be official mail of bidder. However, original offer should be obtained at the time of execution of an agreement.

- e. It is from stockiest (s) or agent(s) without indicating details of the manufacturer whose products are offered or without price list of the manufacturer with date and signature. However, Tender Enquiry redirected by the manufacturer to his authorized distributor/dealer may be given cognizance provided necessary supporting documents (like up-to-date price list published by the manufacturer, manufacturer's guarantee for quality, delivery time etc.) is enclosed with the offer.
- f. It is from agents without proper authorization from the manufacturer.
- g. It is from agents quoting for imported stores, but they are not enlisted with DGS&D;
- h. It is not accompanied with Hard Copy of NSIC/ MSME certificate (if applicable);
- i. It is not accompanied with Hard Copy of Cost of Tender Document, in case the firm responding is not registered with valid NSIC/MSMEs;
- j. It is ambiguous with regard to any of the essentials, i.e., the items being offered, prices quoted, and the period of delivery;
- k. Tender samples as required in the enquiry conditions have not been submitted by the due date.
- l. In case of the price (Basic Price) component is exposed other than in the Price Part.

22.0 COST COMPENSATIONS FOR DEVIATIONS:

Deviations specifically declared by the bidders in the respective Deviation Schedules of as per Annexure-C (to be submitted along with techno-commercial offer) and respective cost of withdrawal of such deviation as per BOQ (to be submitted along with the price bid) only will be taken into account for the purpose of evaluation. The bidders are required to declare the prices for the withdrawal of the deviations declared by them in the Deviation Schedules. Such prices declared by the bidders for the withdrawal of the deviations in the Deviation Schedules shall be added to the bid price to compensate for these deviations. In case prices for the withdrawal for declared deviations are not furnished by the bidder, their offer will be considered as unresponsive and will be rejected. In case the bidder refuses to withdraw the deviations at the cost of withdrawal indicated by the bidder in the Deviation Schedules, the bid Security / EMD of the bidder may be forfeited. Bidders may note that deviations, variations and additional conditions etc. found elsewhere in the bid other than those stated in the Deviation Schedules, save those pertaining to any rebates, shall not be given effect to in evaluation and it will be assumed that the bidder complies to all the conditions of Bidding Documents. In case bidder refuses to withdraw, without any cost to the Owner, those deviations which the bidder did not state in the Deviation Schedules, the bid security of the bidder may be forfeited and the bid is liable for rejection. Bidders are requested to quote the technical parameters/ guaranteed technical particulars of the quoted item as per specification sheet/booklet enclosed with the bid document.

23.0 BILL TRACKING SYSTEM:

It has been advised that all the bill/invoice related to P.O./W.O. must be processed through DVC Portal with the following link:

<https://application.dvc.gov.in/Vendor/>

Details guidelines related to vendor registration & processing of bill for vendor bill tracking are available in the DVC portal under "Procurement".

24.0 SPECIAL NOTE:

The Bidders must comply Pradhan Mantri Suraksha Bima Yojana (PMSBY) to all Non-Regular Workers/Contractor Workers Engaged at DVC establishments vide office order-PL-IR/Insurance/NonRegular 2022/2939-893 Dated-30/09/2022.

25.0 SAFETY ASPECTS TO BE COMPLIED:

The contractor/ agency shall comply with all the requirements of the rules framed by Damodar Valley Corporation (Also referred here as DVC) relating to Safety, provisions of Factories Act, 1948 State Factories Rules as amended time to time, and all other statutory requirements as applicable to his work, like Indian Electricity Act, ESI Act, PF Act, Workmen's Compensation Act, Motor Vehicles Act etc. He shall ensure compliance of all the responsibilities of the Occupier and Factory Manager as mentioned in the Factories Act in his place of work.

Additionally, the contractor shall comply with all the Rules framed by DVC relating to Safety of all working in the workplace and ensure compliance with all types of permit to work. He shall also comply with all directions given by the Engineer In-charge or Head of DVC Project Safety Deptt. or their

nominated representative with specific regard to Safety and Health of the workers. The Contractor/ Agency shall frame and implement its Safety and Health Policy which shall contain all the provisions relating to compliance of DVC Safety/ Health and Safety Policy. Before Start of work by the Contractor, The Contractor shall sign an MOU with Head of DVC Project Safety Deptt. and Engineer In charge of the contract, wherein he shall submit following documents also:

- a) Safety Plan of the Contractor for his own as well as his sub- contractors.
- b) Methodology (Including responsibility) of accident reporting to DVC authorities and Statutory authorities, conduct of enquiries, and implementation of corrective measures.
- c) The Contractor shall get all his Lifting equipment and tackles thoroughly examined / tested through a Competent Persons, approved by the local state government, where the work is being undertaken.
- d) Before Start of work by the Contractor, the Contractor shall present his Personal Protective equipment to Head of DVC Safety Deptt, and Engineer In charge, for inspection, who will inspect this equipment for necessary legal compliance. Only after this inspection and clearance in writing, above referred items shall be used or issued by the Contractor.
- e) Before using the lifting equipment and other safety related items, the contractor shall present these to Head of DVC Safety Deptt, and Engineer In charge, for inspection, who will inspect this equipment for its safety. Only after their clearance in writing, these items shall be used by the Contractor. However, all liabilities for statutory violations for this equipment shall be of the Contractor.
- f) Before Start of the contract, the Contractor shall provide appropriate Safety Training to all his workers of at least one full day duration, through an external agency, with faculty having the qualification as mentioned in the Factories Act/ State Rules for the Safety Officer and having minimum 5 years of power plant site exposure, with regard to implementing safety provisions. Only those who are trained, as above, shall be allowed for issue of Gate Pass.

26.0 SETTLEMENT OF DISPUTES & ARBITRATION:

Any dispute(s) or difference(s) arising out of or in connection with the contract shall, to the extent possible, be settled amicably between the owner and supplier. In the event of any dispute or difference whatsoever arising under the contract or in connection therewith including any question relating to existence, meaning and interpretation of the contract or any alleged breach thereof, the same shall be referred to the Chairman of Damodar Valley Corporation, Kolkata-54 or to a person nominated by him for arbitration. The Arbitration shall be conducted in accordance with the provisions of arbitration and conciliation law 1996 or latest and the decision/ judgment of Arbitrator/Arbitrators shall be final and binding on both the parties. However, in case the contractor is a Central Public Sector Enterprise/ Govt. Department, the dispute arising between the "Owner" and the "Contractor" shall be settled through Permanent Arbitration Machinery (PAM) of the Department of Public Enterprise, Govt. of India as per prevailing rules. All suits arising out of this enquiry and subsequent purchase order/contract, If any, are subject jurisdiction of Court in the City of Kolkata { South 24- Parganas, New Alipore Court (India) } only and no other Court, when resolution/settlement through mutual discussion and arbitration fails.

27.0 OBLIGATION OF THE CONTRACTOR:

The Contractor 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 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 i.e a. Wages-cum-Master Roll Register b. Master Roll c. Register of wages d. Register for deduction of damages or loss. e. Register for fines. f. Register for Advance. g. Register for over time. h. Register for workmen employed by the contractor. i. Employment Card. j. Wage slip of the contractor's workers, and k. Half yearly return etc.
- (iii) The Industrial Disputes Act, 1947 with Rules, Orders and Notifications issued there under from time to time;
- (iv) The Workmen's Compensation Act, 1923 with Rules, Orders and Notifications there under issued from time to time;
- (v) The Payment of Gratuity Act, 1972 with Rules, Orders and Notifications issued there under from time to

time;

(vi) The Payment of Wages Act, 1936 with Rules, Orders and Notifications issued there under from time to time;

(vii) The Employees' Provident Fund and Miscellaneous Provisions Act, 1952 with Rules, Orders and Notifications issued there under from time to time;

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

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

28.0 DOCUMENTS TO BE SUBMITTED IN "FINANCE" ENVELOPE (ONLINE):

a) Filled in Price Bid (BOQ) in excel sheet. b) Filled in Cost of Withdrawal of Deviation in pdf format.

NOTE: The party has to quote one flat rate in percentage(%) Excess(+) or Less(-) than the estimated cost (e.g. X % high / Y % low) and the quoted rate in percentage high or low will be applicable to all individual works. If any bidder does not mention the quoted rate (in percentage) specifically in Excess(+) or Less(-) then Excess(+) will be taken for ranking and evaluation purpose.

29.0 NOTE FOR FINANCIAL DOCUMENTS:

Unique Document Identification Number (UDIN) of Chartered Accountant is mandatory to mention, who certified/attested the documents in compliance with the Income-tax Act.

In absence of UDIN of Chartered Accountant, the documents submitted by the bidder may be treated as invalid.

30.0 LINK FOR PRE BID MEETING:

To join the meeting on Google Meet, click this link:
<https://meet.google.com/fhv-eqdu-jdq>

Or open Meet and enter this code: fhv-eqdu-jdq

31.0 CONTACT PERSONS:

- 1) Pradip Kumar Ghosh (Sr. Manager), Mob. No: - 9434745726
- 2) Manisha Mahish (Manager), Mob No:- 9474563682

32.0 STATUTORY TAXES:

Statutory taxes as applicable will be deducted from the bills.

33.0 COMPLIANCE OF REGULATIONS:

You shall warrant that all Goods and/or services covered by this contract shall have been produced, sold, dispatched, delivered, tested and commissioned in strict compliance with all applicable laws, regulations including industries (Development & Regulations) Act, 1951 & Industrial Dispute Act, 1947 and any amendments there under, labour agreements, Safety rules and PF compliance, working conditions and technical codes and requirement as applicable from time to time. All laws, rules and regulations required to be followed in execution of the order / contract, must be complied with. You should execute and deliver such documents as may be needed by the Purchaser/ owner in evidence of compliance. Any liability arising out of contravention of any of the laws on executing this order shall be the sole responsibility of your and the Owner shall not be responsible in any manner whatsoever.

34.0 REST TERMS AND CONDITIONS:

Rest Terms and Conditions will be applicable as per attached Special Conditions of contract, Scope of Work, BOQ & GCC of DVC.

35.0 PAYMENT THROUGH RTGS/NEFT:

All payments to the vendors will be released through RTGS/NEFT only. Vendors are requested to submit the requisite bank details along with cancelled cheque.

36.0 IMPORTANT CRITERIA ABOUT PARTICIPATION IN REVERSE E-AUCTION:

The techno commercially accepted bidders will have to sit for e-Reverse Auction after Opening of the Price

Bids. However, in case the total no. of qualified bidders being 5 (Five) or more, then the highest bidder will not be allowed to participate in the e-Reverse Auction. Details guide line for e-reverse auction as per "BUSINESS RULES FOR ON LINE REVERSE AUCTION / BIDDING" attached along with NIT.

37.0 AMENDMENT TO BIDDING DOCUMENTS:

At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at its own initiative, or in response to the clarifications requested by the prospective Bidders, amend the Tender documents. The amendment will be notified only to the <https://etenders.gov.in/eprocure/app>. In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, the Employer may, at its discretion, extend the deadline for the submission of bids. Any addendum/corrigendum/extension, if required, will be hoisted (as Amendment) only to the <https://etenders.gov.in/eprocure/app>. In case of change in technical parameter / specification / scope of work, selling and submission date will be extended. Bidder is requested to visit the above website regularly for any amendment/ addendum/ corrigendum/ extension till opening of the Bids. It will be assumed that the information contained therein will have been taken into account by the Bidder in its bid.

38.0 LABOUR LAWS AND RULES:

Labour Law And Rules shall be guided as per DVCGCC.

39.0 CARTEL FORMATION:

- a) Whenever all or most of the bidders quote equal / same rates for similar works & cartel formation is suspected, DVC reserves the right to place order on one or more bidders with the exclusion of the rate without assigning any reason thereof.
- b) Bidders who quote in cartel are hereby warned that their names are likely to be deleted from the list of approved sources/ they are likely to be barred from participating in any tender in future or are likely to be back listed for a period of three years.
- c) Bidders are expected to quote for a quantity not less than 50% of tendered quantity. Offers for quantity less than 50% of tendered quantity will be considered unresponsive and liable to be rejected in case cartel formation is suspected. DVC, however, reserves the right to order on one or more firms any quantity.
- d) DVC, whenever and wherever cartel formation is suspected, reserves the right to place order on vendors based on vendor rating/merit rating based on capacity/ resources of bidders to perform the particular contract taking into account experience and best performance of similar job, capabilities with respect of personnel, equivalents of finance over and above the eligibility condition prescribed in the tender.

40.0 CLARIFICATION ON BIDDING DOCUMENTS:

A prospective Bidder requiring any clarification/queries to the Tender documents may notify the Employer through <https://etenders.gov.in/eprocure/app> up to the last date of submission of Pre Bid Queries. Queries asked by the Bidders up to last date of submission of Pre Bid Queries, the Employer will hoist the Pre-bid replies (as Amendment if required) only through <https://etenders.gov.in/eprocure/app> on the date & time as given in IFB clause 3.0. The information contained in all the pre-bid replies will have to be taken into account by the Bidder in its bid.

41.0 IMPORTANT TERMS & CONDITIONS RELATED TO INVOICING:

Please submit Tax Invoice on Service with prerequisite statutory information with stipulated time as mentioned in the relevant provision of central goods & services Tax Act, 2017 and allied acts and rules made thereunder. In cases the Invoice is issued beyond the stipulated time as per GST act, then DVC will not be liable to reimburse any such taxes & duties paid under the GST Act. Further the supplier of Services indemnifies DVC from and against any loss / extra cost incurred by the company on account of default by the supplier or any of its third party in any statutory compliance of the GST Act.

42.0 TAXES, LEVIES AND DUTIES:

Any upward/downward variation in statutory taxes and duties after bid opening and up to the scheduled work completion period shall be to the Damodar Valley Corporation account. Since such statutory taxes shall be on the account of DVC, benefits of any decrease in the same shall be retained by the DVC irrespective of decrease taking place during period of submission of bid and opening of bid. Taxes & duties shall always be paid at actual. Any upward variation in statutory taxes and duties beyond the contractual work completion period will not be paid by DVC if the reasons of the delay are attributable to the contractor.

STATUTORY TAXES:

43.0 Statutory taxes as applicable will be deducted from the bills.

44.0 COST OF TENDER AND EMD

Cost of Tender and EMD documents must be submitted along with Hard copy of Offer with Demand Draft. Exemption in Cost of Tender and EMD is not applicable for any Bidder in this Tender being a Works Contract.

45.0 GUARANTEE / WARRANTY

The Guarantee/Warranty period against the contract will be upto a period of 12 (twelve) months from the date of Completion.

OTHER TERMS AND CONDITIONS:

- 1.0 Price-Rate of every item of BOQ will remain firm throughout the contract period
- 2.0 Safety-In respect of all labour to be employed on the work, the contractor at his own expense, will arrange for the safety provisions as per the statutory provisions including Factory Act, Workman's Compensation Act and instructions issued from time to time.
- 3.0 EPF AND LABOUR LAWS-The contractor has to comply with the provisions of EPF & ESI. The Contractor has also to abide by all statutory laws and rules including labour laws applicable during pendency of this order, i.e. The Contractor has to pay wages to his/her employees through bank (no cash payment is allowed) as per Central Wages rule within 7 (seven) day of next month following statutory EPF & ESI rule. Contractor will have to submit all statutory documents related to wage payment, EPF & ESI to DVC within 15 (fifteen) day of next month. DVC shall remain unharmed in any and every situation arising out of any non-compliance to the above and the bidder shall be completely responsible for compliance to payment as per Central Wage rates and EPF/ESI provisions /laws.
- 4.0 Workmanship-1) Experienced supervisor must be present at site during execution of work. Work may have to be carried at night after regular office hour, on Sunday and holiday depending upon the nature of job. Disturbance / hindrance in functioning of office due to execution should not be allowed.2) Proper cleaning and housekeeping of the workspace after completion of day-to-day activities must be done by the agency. Proper safety measure must be taken by the agency as per direction of Officer-In-Charge during execution.3) Materials required for completing the job should be as per relevant IS standard, specification and approved by Officer-In-Charge.
- 5.0 Misc.-All tools and tackles required for execution of the job, unloading / handling of equipment and materials at site shall be the responsibility of the contractor. Proper gate pass for men, material & T&P must be obtained during the entire contract period. b) Contractor will also remove all unwanted and waste materials arising out of execution from the site time to time as per direction of Engineer-In-Charge. c) In no case any part of the building i.e. RCC column, beam and floor, brick wall, architectural work etc. should be damaged during execution. Contractor will make good all damages caused to the building during execution and restoring the same to their original finish. d) Execution of new items (items which are not in BOQ) may be carried out by the agency in unavoidable circumstances with consent of agency and mutually agreed rate as per DSR 2021, DVC schedule, WBPWD schedule or prevailing market rate.

INSTRUCTION TO BIDDERS (ITB)

1.0 E-TENDERING CLAUSES

- a) The Bidders must visit the website <https://etenders.gov.in/eprocure/app> to download the notification / blank tender documents relating to Tender No.DVC/Tender/Head Quarter/ESTATE-HEADQUARTERS/CMM/Works and Service/00140 Dated .
- b) The detailed NIT includes Techno-Commercial Document and Price Bid document. These documents should be downloaded from the website.
- c) The Bidders must fill all the details in the Price-bid document and Techno-Commercial Document after going through the NIT. The specific instructions of filling in the details are mentioned in the documents itself. Bidders are requested to study the instructions carefully before filling the documents.
- d) After filling all the documents, the Bidder has to upload those documents in the website again.
- e) If the Bidder uploads the tender documents without filling them completely as per the instructions given in them, DVC reserves the right to reject the bid.
- f) Details of EMD must be filled in the space provided in the website. The scanned copies of the relevant documents must also be uploaded in the website in the "Document Library". The Bidder shall also have to submit the Hard Copy of the EMD (amount as mentioned in the NIT) in a separate envelope super scribed "BID SECURITY/EMD".
- g) Addendum/Corrigendum/modification/extension, if any, shall be published in the website(<https://etenders.gov.in/eprocure/app>) .
- h) DVC shall not be responsible in any way for any delay/difficulties/inaccessibility of the downloading facility from the website for any reason whatsoever.
- i) 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 (NICS), available in Help Desk at DVC Towers, C&M Department, 3rd Floor, Kolkata-54, West Bengal, India during the office hours.
(i) Sk Nawajesh Rahman , e-mail ID rnawajesh@gmail.com- Contact No. 9831683690
(ii) Miss Armistha Kangsa Banik, e-mail: armistha.banik1989@gmail.com (Mob: 8240124812).

2.0 PRE-BID CONFERENCE :

The Bidder or his authorised representative may be invited to attend prebid conference before submitting the offer at the following address :

Through Electronic Mode

The pre-bid conference shall be arranged on 10/01/2024(date, month, year) at 1200 Hrs.(time).

The purpose of the conference will be to clarify any issues regarding the bidding documents in general and the Technical specifications in particular and for quick disposal of the NIT.

The bidder is requested to submit questions in writing or by telephone / fax / e-mail to reach the Employer / Owner at the address indicated above, not later than 7 days before the pre-bid conference.

Record notes of the conference including the text of the questions raised and responses given will be transmitted without delay to all prospective Bidders who have purchased the Bidding Documents. Any modifications of basic technical specification of the Bidding Documents, which may become necessary as a result of the pre-bid conference, shall be made by the owner exclusively through an amendment of NIT and not through the record notes of the pre-bid conference with suitable extension of tender sale period and tender submission period.

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

- 3.0 Before filling the offers, bidders are requested to go through the general conditions of Contract, DVC in order to familiarize with DVC's commercial terms & conditions, Cost Compensations for deviations and bid evaluation procedure.
- 4.0 The Bidders may visit the site(Head Quarter Plant) for any clarification/discussion on any point as felt necessary with respect to NIT before submission of bid. The costs of visiting the site shall be at the bidder's own expense.
- 5.0 DVC reserves the right not to accept the lowest rate quoted by a Tenderer and reject any or all the tenders and to split up and award the W.O. to more than one tenderer without assigning any reason thereof and may also increase or decrease the number of tendered quantities to be procured, if felt necessary.
- 6.0 On receipt of formal Work Order in duplicate, one copy shall be returned to the Work Order issuing authority within 10 days duly acknowledged with signature, seal of the firm with date as a mark of acceptance of the contract.
- 7.0 Unsigned offer uploaded by any bidder will not be considered valid.
- 8.0 Conditional discount will not be accepted for bid evaluation.
- 9.0 The tenderers who are found to be indulging in changing /adding or deleting the contents of the downloaded tender documents will be liable to face necessary action as deemed fit including banning, suspension of business dealings etc.
- 10.0 Tenderers will be solely responsible for the correctness/genuineness of the downloaded tender documents from the website. If the offer submitted through the downloaded tender documents which are incomplete, or with changed contents, the offer will summarily rejected.
- 11.0 Quotation submitted by the tenderers through fax/telegrams/e-mail will not be considered valid and conditional discount will not be accepted for bid evaluation.
- 12.0 All Taxes and duties must be clearly indicated in price bid.
- 13.0 If there is any discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, unit price shall prevail and total price will be corrected accordingly.
- 14.0 Price must be quoted in both figures and words and if there is any discrepancy ,the price quoted in words shall prevail.
- 15.0 **Note:Bidders will not be required to upload scanned copy of any document or to submit hard copy of any document for the techno-commercial evaluation process except the scanned copy of Letter of Bid, cost of tender document, EMD, document in support of exemption of EMD (if applicable), documents in support of QR criteria (the documents as mentioned in the QR of the NIT) besides submission of Hard Copy of cost of tender document and EMD before opening the tender. The information furnished by the bidders on-line along with on-line undertaking with Digital Signature Certificate in support of the authenticity of the facts, figures, information and documents furnished by them online will be accepted for the techno- commercial evaluation of the bids.**

- 15.1 The "BID SECURITY/EMD" i.e Cost of tender documents and Earnest Money deposit (for amount

as indicated in the tender documents) have to be furnished only in modes specified in the tender documents. The documents towards the same in **original** must reach CHIEF MATERIALS MANAGER, Through Electronic Mode.

- 15.2 The details of documents towards Cost of tender documents and Earnest Money deposit must be filled in the space provided in the website. The scanned copies of the EMD Documents also must be uploaded in "Document Library".
- 15.3 **Bidders must positively complete online e-tendering procedure at <https://etenders.gov.in/eprocure/app>. Do not submit hard copies of the offers.**
- 15.4 The bidders are also advised to keep on visiting the websites for any notification / amendment / addendum / corrigendum.
- 15.5
- a. The bidder will have to submit the supporting documents in respect of cost of tender document and EMD in off-line mode i.e. in hard copy along with uploading the same in e-procurement portal mentioned in NIT either in person or by post which must be received in the office of tender inviting authority on any working day after e-publication of NIT and upto last date & time of submission of bid. DVC shall not be responsible for any postal delay in receipt of cost of tender document and EMD. In case the cost of tender document and EMD are not received within the aforesaid period, the bid will be out rightly rejected.
 - b. In case of exemption of EMD the scanned copy of document in support of exemption will have to be uploaded by the bidder besides submission of Hard Copy before opening the tender. (Documentary evidence like valid registration certificate from appropriate government authority giving details such as, validity, stores etc.).
 - c. If the information furnished by bidder online are in agreement with the submitted instruments then the bidder will be evaluated as eligible for next step. The qualification in Techno commercial bid will be subject to the receipt and acceptance of cost of tender document and EMD.
- 15.6 The bidder will download the Letter of Bid, Techno- commercial Evaluation Sheet and the Price bid from the e-Procurement portal.
- a. **Letter of Bid:** The letter of bid as per ANNEXURE-G is to be signed by the bidder and scanned copy of the same is to be uploaded during the time of submission of the bid. Letter of bid will be the covering letter of the bidder. The content if the letter of bid should be as per the format given in the NIT and should not contain any other information.
 - b. **Techno-commercial Parameter sheet:** The techno-commercial parameter sheet containing technical and commercial terms uploaded in the e-procurement portal is to be downloaded by the bidder and after filling the same in all respect, is to be uploaded during bid submission.
- The bidder will have to accept the all techno-commercial and General Terms & Conditions of the NIT except which are spelt out in deviation sheet and cost thereof **along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line**. No conditional bid shall be accepted.
- In the undertaking given by the bidder on-line, there will be provision for forfeiture of EMD and/or banning for participating in future tenders in DVC for one year wherever applicable, if any information given by the bidder on-line is found to be false at any stage which changes the eligibility status of the bidder.
- c. **Price bid:** The price bid containing bill of quantity is to be downloaded by the prospective bidders and fill the same in all respect and upload it in the e-procurement portal during bid submission. The Price Bid which is incomplete and / or not submitted as per instruction given above will be rejected out rightly.

d. Bidders will not be required to upload scanned copy of any document or to submit hard copy of any document for the techno-commercial evaluation process except the scanned copy of Letter of Bid, techno commercial sheet, cost of tender document, EMD, document in support of exemption of EMD (if applicable) besides submission of Hard Copy of cost of tender document and EMD before opening the tender. **The information furnished by the bidders on-line along with on-line undertaking with Digital Signature Certificate in support of the authenticity of the facts, figures, information and documents furnished by them online will be accepted for the Techno-commercial evaluation of the bids.**

e. **Verification of documents:** (i) L1 Bidder/s (Based on the information/declaration furnished by them online) shall have to produce the documents (as required as per NIT) in original /self authenticated and attested by Public Notary, in support of the information furnished by them on-line, for verification on any working day within 10 days in case of domestic tenders and 15 days in case of global tenders from the date of notification by DVC. All bidder(s) shall also submit an affidavit (original) in line with annexure -I on a non-judicial stamp paper of Rs.10 regarding genuineness of the information furnished by him/them online and authenticity of the documents being produced by him/them, within the same time frame. No additional time will be allowed to the bidder for producing the required documents.

(ii) In case any bidder(s) 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 the bidder(s) on-line is found to be false during verification of documents, which changes the eligibility status of the bidder then EMD of the bidder(s) will be forfeited with caution letter to refrain in future and in event of 2nd instances EMD will be forfeited and banning of the bidder for one year from participating in future tender.

- 16.0 **Settlement of disputes and Arbitration :** As per clause no. 33 and Clause no. 20 (Optional Terms and Conditions of Contract) of GCC- 2016.
- 17.1 During bid evaluation the Employer may, at its discretion, ask the Bidder for a clarification on its bid. The request for clarification and the response there to shall be through e-mail only, and no change in the price or substance of the bid shall be sought, offered or permitted.
- 17.2 Notwithstanding anything stated above, the Employer reserves the right to assess the capabilities and capacity of the Bidder to perform the contract at any stage during the entire bid evaluation period and prior to award of Contract, should the circumstances warrant such assessment in the overall interest of the Employer.
- 18.1 In case where the business firm happens to have been banned/suspended by `any establishment of DVC; / `Ministry of Power- Govt. of India; / `Department of Power & Non-conventional Energy Sources- Govt. of West Bengal; / `Department of Power & Non-conventional Energy Sources- Govt. of Jharkhand; and the ban / suspension is still in force on the date of bid opening, the offer of the business firm / authorised agent/ distributor / dealer / affiliates shall not be considered for all establishments of DVC and in such case no bidder / intending bidder shall have any claim arising out of such action.
- 18.2 In case, the performance of a bidder in any contract of DVC is found to be unsatisfactory during last 2 years , they shall not be considered for this tender.

QUALIFYING REQUIREMENTS:

A. TECHNICAL CREDENTIALS

1) Technical QR (Part-1)

a) The bidder should have experience of successfully completed ¿similar works¿ during last 7 years ending last day of the month previous to one in which offers are invited should be either of (i) or (ii) or (iii), as mentioned below (as per guide line of Works & Procurement Manual- 2022) : -

- i)Three similar completed works each costing not less than the amount equal to Rs. 3,56,908/- excluding Taxes & Duties ¿ OR
- ii)Two similar completed works each costing not less than the amount equal to Rs.4,46,135/-, excluding Taxes & Duties ¿ OR
- iii) One similar completed work costing not less than the amount equal to Rs. 7,13,816/-, excluding Taxes & Duties

b) Bidder must be a DVC enlisted Class-III contractor of Zone III. Contractor has to submit the valid enlistment certificate issued by DVC.

* **Completed Works means** : The executed/completed/delivered portion of the work order or execution certificate with executed value and referred order number also be considered as a proof of execution/delivery, even if the works/services have not been completed in totality (subject to furnishing proof of executed/supplied value of works/services in the form of certified copies of RA Bills) or any relevant documents, which is sufficient to proof the works/services completed/delivered or to be completed.

* **Similar Works means** : Construction/Renovation works including civil and architectural works, interior works in any Commercial Buildings/ Office Buildings/ Educational Buildings/ Institutional Buildings/ Auditoriums/ Industrial Buildings/ Mercantile Buildings

B. FINANCIAL CREDENTIALS

Minimum Average Annual Turnover (AAT) :- The Average Annual Financial Turn Over of the bidder during last 3 (three) financial years ending 31st March, 2023 should be at least Rs. 2,67,681/-.

NOTES for Financial Capability for all clauses of Sl. No. 2.0 above.

- a) Other income shall not be considered for arriving at annual turnover.
- b) Bidder should furnish Audited Final Accounts Reports of last three years ending 31/03/2023.
- c) 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.

PRADIP KUMAR GHOSH
SUPERINTENDING ENGINEER-C&M
For & on behalf of Damodar Valley Corporation

BUSINESS RULES FOR ON LINE REVERSE AUCTION / BIDDING

1. Definition of Key Terms - Reverse Auction / Bidding:

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

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

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

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

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

Elapse Time in Minutes: It is the minute(s) before the auction end time and acts as a trigger for auto extension of auction. If a bid is received successfully within this minutes, the auction will be extended.

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

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

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

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

Auction Report: e-procurement portal would provide an Auction Report to the Client containing a summary of the auction proceedings (to replace by bidding event) and outcome.

ID and Pass Word: Bidders shall log into the e-procurement portal giving user id / password chosen during enrolment to participate in the Reverse e-Auction.

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

Decrement value: 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.

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

In case of Reverse Auction, in order to displace a standing lowest bid and to become "L1", a bidder can offer a minimum bid decrement or in multiples of decrement value up to above Max Seal %. For ex: Current price: - Rs. 49,000 Decrement value: - Rs. 1000 System Defined Maximum Seal %: - 50, in this case a bidder can quote minimum decrement amount as Rs. 49,000-1000= Rs. 48,000 and maximum decrement amount is 49000-24500-1000=23500=24000*.

2. Schedule for On Line Reverse e-Auction:

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

Start Time: 03:00 pm

End Time: 04:00 pm

3. Bidding Extension Time:

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

4. Post Bidding Procedure:

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

5. Procedure of Reverse e-Auction:

- All bidders shall submit their Initial Price Offer (financial bid) along with submission of Technical bid as per

schedule mentioned in Data Sheet online only.

b) The Initial Price Offers shall be evaluated to arrive at the lowest Initial Price Offer.

c) DVC reserves the right to fix the "Opening Price" i.e. the base price/ start price for Reverse e-Auction.

d) The "Opening Price" i.e. the start price for Reverse e-Auction will be as decided by DVC in Indian Rupees(INR) after evaluation of the Initial Price Offers.

e) Final price offer (L1 basis) from the techno-commercially qualified bidders (please see point no. 38 below) will be obtained through On Line Reverse e-Auction procedure on the e-platform of Government e-procurement system of NIC (GePNIC) under Central Public Procurement Portal (CPPP).

f) DVC shall upload the "Opening Price" i.e. the base price/ start price for On Line Reverse e-Auction and can be viewed by all the bidders at the start of the Reverse e-Auction.

g) During the On Line Reverse e-Auction the Qualified Bidders who are eligible for participating in the Reverse e-Auction shall be permitted to place their Final Price Offers provided that the Decrement value shall be at least the minimum decrement amount of 0.5% of "Opening Price" i.e. the base price/ start price.

h) Bidders, by offering a price equal to or lower than the "Next Valid Bid", can become "L1Bidder" and this continues as an iterative process.

i) After completion of the online Reverse e-Auction, the "Closing Price (CP)" shall be available for further processing.

j) Only those Bidders whose offers are found to be technically and commercially Responsive, shall be eligible (please see point no. 38 below) to participate in Reverse e-Auction process.

k) Online Reverse e-Auction shall be conducted by DVC on a pre-specified date and time, while the bidders shall be quoting from their own offices/place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

l) All Bidders are advised to participate in the RA from their own office / own arrangement. In such an event the bidder has to make arrangement for ensuring connectivity throughout RA. For this option bidder shall be solely and exclusively responsible for ensuring continuance of connectivity. DVC shall, in no way, be responsible for the consequences arising out of disruption of connectivity. In case the bidder desires, efforts will be made to provide assistance from FMP Support Persons of M/s. National Informatics Centre Services Incorporated(NICSI) deputed at DVC, HQ, Kolkata during the reverse e-auction phase by deploying skilled persons from service provider / authorized representative at the participating vendor locations.

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

6. Terms and Conditions for Reverse e-Auction:

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

1) Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, tender value being Bid, Bidding rules etc.

2) After completion of the Reverse e-Auction event, based on the final price quoted by the bidders in INR, successful bidder shall submit Price Schedule-Excel Sheet uploaded by DVC within 4 hours of conclusion of the Reverse e-Auction.

3) Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse e-Auction (live auction):

- (a) Auction Start Price/Opening Price.
- (b) Decrement Price
- (c) Auction submitted date & time
- (d) Auction extended up to
- (e) Current price
- (f) My auction price
- (g) Maximum Seal

4) Once the Live auction is over, System will generate BoQ comparative chart showing the Names and Rates of Bidders quoted in the tender as well as (L1) Rates quoted by them in the Auction. Over all bid ranking of each bidder will be generated by system based on either Auction price or financial bid price. The chronologically last bid submitted by the bidder till the end of the auction shall be considered as the valid price bid of that bidder.

5) DVC reserves the right to cancel/reschedule/extend the Reverse e-Auction process/tender at any time, before ordering, without assigning any reason.

6) DVC shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of DVC shall be binding on the bidders.

7) Other terms and conditions shall be as per bidder's Techno-Commercial Proposals and as per DVC's Bidding documents and other correspondences, if any, till date.

8) Bidders are required to submit their acceptance to the stipulated terms and conditions before participating in the Reverse e-Auction.

9) For the Reverse e-Auction, technically and commercially acceptable bidders only shall be eligible to participate.

10) Bidders shall ensure online submission of their 'Bid Price' within the Bidding Period.

11) Business rules for Reverse e-Auction like event date, time, Bid decrement, extension etc. shall be as per the business rules, enumerated above, for compliance.

12) Bidders have to accept 'Terms & Condition' and the 'Business Rules of Reverse e-Auction' before start of Reverse e-Auction. Without this, the bidder will not be eligible to submit bid in the Reverse e-Auction.

13) In line with the provisions of bidding document, DVC will provide the Price Schedule format in MS EXCEL sheet. (BOQ format)

14) On Line Reverse e-Auction will be conducted on scheduled date & time, which shall be intimated to the eligible bidders in advance.

15) After conclusion of the Reverse e-Auction event, the lowest Bidder has to e-mail from its registered e-mail

Id, "Final percentage (%) decrement as quoted" during the online Reverse e-Auction duly signed by the authorized person, in the prescribed Price Schedule- Excel Sheet format, within four (4) hours of Bidding End Time without fail.

16) Bidders should acquaint themselves of the 'Business Rules of Reverse e-Auction' stipulated at above.

17) If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant DVC guidelines, shall be initiated by DVC.

18) The Bidder shall not divulge either his Bids or any other exclusive details of DVC to any other Bidder.

19) Period of validity of Prices received through Reverse e-Auction shall be same as that of the period of validity of bids offered.

20) Bidders may note that, although extension time is 'X' minutes, there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering the processing time for data exchange and the possible network congestion, bidders must avoid the last minute hosting of the Price Bid.

21) Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of DVC, bid process, bid technology, bid documentation and bid details.

22) It is brought to the attention of the bidders that the bid event will lead to the final price only.

23) Technical and other non-commercial queries (not impacting price) can only be routed to the DVC contact personnel indicated in the bidding documents.

24) Order finalization and post order activities would be transacted directly between successful bidder and DVC.

25) In case of any problem faced by the bidder during Reverse e-Auction and for all Bidding process related queries, bidders are advised to contact the persons indicated in the bid document.

26) Bidders are advised to visit the Bidding page and enter the 'Live Bidding' cockpit successfully well in advance to identify/rectify the problems to avoid last minute hitches.

27) DVC will not be responsible for any PC configuration/Java related issues, software/hardware related issues, telephone line glitches and breakdown/slow speed in internet connection of PC at Bidder's end.

28) Bidders may note that it may not be possible to extend any help, during Reverse e-Auction, over phone or in person in relation to rectification of PC/Internet/Java related issues and Bidder may lose the chance of participation in the Bidding.

29) For access to the Bidding site, the following URL is to be used: <https://etenders.gov.in/eprocure/app>. For user guidance please follow the manual which is there in the website.

30) No queries shall be entertained while Reverse e-Auction is in progress.

31) Final rate of individual items of the L1 bidder of Reverse e-Auction shall be calculated on the basis of same percentage (%) of reduction/ decrement for each items as that of received on item-wise price during the Reverse e-Auction from L1 bidder (L1 basis) over base price/opening price of Reverse e-Auction.

32) In the event of L-1 bidder refusing to give breakup of price and in case order cannot be placed without price breakup the bidder shall be suspended for a period of six months from the date of issue of suspension order. The suspension will apply prospectively and during suspension period, enquiry shall not be issued to the firm and bid submitted in open tender shall be rejected.

33) In the event of L-1 bidder backing out prior to placement of order, the bidder shall be suspended for a period of six months from the date of issue of suspension order. The suspension will apply prospectively and during suspension period, enquiry shall not be issued to the firm and bid submitted in open tender shall be rejected. EMD will be forfeited.

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

7. User Help:

- 1) Log on to <https://etenders.gov.in/eprocure/app>.
- 2) Enter your Login ID & Password. Click on the link "Login".
- 3) You will reach your account Home Page, click on the tab "Live auctions" on and then click to view the auction information against respective the tender ID no. & Tile
- #Check points for starting real time Bidding
- #Check the details of Reverse e-Auction participating for,
- #Had taken the vendor training
- #Correct Item name that is set for Reverse e-Auction

Note: In case of any difficulties facing during reverse-e-auction, the bidders are advised to contact FMP Support Persons of M/s. National Informatics Centre Services Incorporated(NICSI), (i) Mr. Sk Nawajesh Rahman, e-mail [ID rnawajesh@gmail.com](mailto:rnawajesh@gmail.com)- Contact No. 9831683690 & ii) Miss Armistha Kangsa Banik, e-mail: armistha.banik1989@gmail.com (Mob: 8240124812)

FORM - A

(To be submitted on Supplier's Letter Head)

Format for Acceptance of Commercial Terms, General Terms and Conditions and all other Terms of the RFQ

We _____
(Supplier Name)
having registered office at _____
(address)
agree to all the Commercial, General & other Terms & Conditions listed in the
RFQ No. _____
dated _____
for procurement of _____ (item) through Reverse Auction.

We confirm that we are in a position to supply material and complete the job as per the specifications given in RFQ. We have also understood the Reverse Auction Process and the Reverse Auction rules and special instructions given in the RFQ. We agree to participate in the Reverse Auction and abide by the rules.

We nominate an executive, whose details are given below, to put the bids on our behalf.
The details of the person authorized to bid on our behalf are as follows.

Name & Designation:
e-mail ID :

Contact Phone Nos:

Address :

(Signature & Seal)

Place:
Date

TECHNO-COMMERCIAL DEVIATION SCHEDULE

Bidder should agree to all the techno-commercial terms and conditions of the bid documents. However, deviation, if any, should be stated as per the following schedule and to be submitted along with the technocommercial bid failing which it will be presumed that all terms and conditions are acceptable to them. Deviations taken elsewhere and not brought out in the following deviation schedule, the same will not be accepted. The owner reserves the right to reject the offer on account of such deviations if the bidder, on advice of owner, does not withdraw the deviations.

NAME OF THE PROJECT: DVC,HEAD QUARTER
YOUR NIT NO.: DVC/Tender/Head Quarter/ESTATE-HEADQUARTERS/CMM/Works and Service/00140
Bidder's NAME & ADDRESS
TO

(Purchaser's Name & Address)
Dear Sir,
Following are the deviations proposed by us relating to techno-commercial terms and conditions. We confirm that we shall withdraw the deviations proposed by us at the cost of withdrawal indicated in the price bid failing which our bid may be rejected and Bid Security forfeited

SI No	Clause No.	Deviation

Date _____ (signature) _____
Place : _____ (Name) _____
(Designation) _____
Common Seal _____

NOTE : If there are no deviation, this deviation schedule shall be submitted along with the techno-commercial bid duly signed and stamped after stating " NIL DEVIATIONS".

Cost of withdrawal of deviations
NAME OF THE PROJECT: DVC,HEAD QUARTER
YOUR NIT NO.: DVC/Tender/Head Quarter/ESTATE-HEADQUARTERS/CMM/Works and Service/00140
BIDDER'S NAME & ADDRESS:

TO

(Purchaser's Name & Address)

Dear Sir,
Following are the deviations as proposed by us relating to techno-commercial terms and conditions.
We are also furnishing below the cost of withdrawal for the deviations proposed by us. We confirm that
we shall withdraw the deviations proposed by us at the cost of withdrawal indicated in this attachment
failing which our bid may be rejected and Bid Security forfeited.

Sl No	Clause No	Deviation	Cost of Withdrawal in (RS)

Date _____ (signature) _____
Place : _____ (Name) _____
(Designation)_____
Common Seal _____

NOTE : Bidders may note that bids containing deviations without the cost of withdrawal price shall be considered as unresponsive offer and will be out rightly rejected. This schedule indicating the cost of withdrawal price for such deviations should be submitted along with the price bid only and will be taken into consideration for the purpose of bid evaluations.

(On non-judicial stamp paper of appropriate value)
PROFORMA OF BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT

To
DAMODAR VALLEY CORPORATION
DVC TOWERS : VIP ROAD
KOLKATA-54.

BG NO.:
DATE:

Dear Sir.
In accordance with your Notice Inviting Tender -----
-----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 the following:
1. ----- (Name of the items to be supplied as per NIT)
2. -----
3. -----

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 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 N

ANNEXURE- F		
BANK GUARANTEE VERIFICATION CHECKLIST		
CHECK LIST	YES	NO
1.Does the Bank Guarantee compare verbatim with standard DVC Proforma for BG? 2.A) Has the executing Officer of BG indicating his name, designation & Power of Attorney No. / Signing Power number etc. on BG? B)In each page of BG duly signed/initiated by the executants 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. C)Is BG No. and date mentioned on all pages of the BG? D)Does the last page of the BG carry the signature of two witnesses alongside the signature of the executing Bank Manager? 3.A) Is the BG on non-judicial stamp paper is issued not more than six months prior to date of execution of BG B) Is the date of sale of non-judicial stamp paper is issued not more than six months prior to date of execution of BG. 4.A) Are the factual details such as Bid specification No./NIT No./LOA/PO no. contract price, etc. correct? 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 at India (the applicability of the Bank should be in line with the provisions of bidding Documents)		

(A) INSTRUCTION FOR FURNISHING BANK GUARANTEE :

1. Bank Guarantee (B.G.) for Advance Payment, B.G. for Security Deposit-cum-Performance Guarantee, Earnest Money should be executed on the Non-Judicial Stamp Paper of the applicable value and to be purchased in the name of the Bank.
2. The Executor (Bank authorities) may mention the Power of Attorney No. and date of execution in his/her favour with authorization to sign the documents.

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

ANNEXURE- G

Letter of Bid

To
The Superintending Engineer (C&M)
DVC, Head Quarter
DVC Towers, V.I.P. Road, Kol-54.

Sub : ' Renovation and remodeling of the space adjacent to the newly constructed ERP Office at ground floor of
DVC Towers, Kolkata. '
Ref: 1. NIT No: '-----'

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

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

OR

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

This Bid and our written acceptance of it shall constitute a binding contract between us. We understand that you
are not bound to accept the lowest or any bid you receive.
We hereby confirm our acceptance of all the terms and conditions of the NIT document unconditionally.
Yours faithfully,

(Signature of Bidder OR
Authorized person of bidder OR
DSC Holder bidding online with authorization from bidder)

- 1. Name of Authorized Signatory
- 2. Type of Authorization
- 3. Name of the Bidder
- 4. Address
- 5. e-mail Address
- 6. Mobile Number
- 7. FAX Number
- 8. Telephone Number
- 9. Place
- 10. Date

DETAILS OF BANKER FOR MAKING PAYMENT THROUGH RTGS/NEFT
Requirement for RTGS / CBS /NEFT

- 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:
Place:

(Authorised Signatory)
(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:
Place:

(Authorised Signatory)
(Name)
(Designation)
(Authorisation No.)

(Bank Seal)

ANNEXURE- W

PROFORMA FOR AFFIDAVIT TO BE SUBMITTED BY THE BIDDER

(for genuineness of the information furnished on-line and authenticity of the documents produced before Tender Committee for verification in support of his eligibility)

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

A F F I D A V I T

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

1. I/We am/are submitting tender for supply/works/services of _____ against NIT No. _____ dated _____, vide Bid ID _____.

2. All 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 / us , 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

(To be uploaded by the Digital Signature Certificate Holder)

ON NON JUDICIAL STAMP PAPER

TO WHOM IT MAY CONCERN

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

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

Thanking you

Yours faithfully

<Signature of the Attesting Authority of the Company>

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

Attested by <Name of Attesting Authority>

Stamp

Notarized by

Stamp

ANNEXURE-F

LIST OF SCHEDULED COMMERCIAL BANKS AS PER RBI (SOURCE RBI WEBSITE)

A. List of Scheduled Public Sector Banks:

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

B. List of Scheduled Private Sector Banks

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.
22. IDBI Bank Ltd.

C. List of Scheduled Small Finance Banks

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

D. Limited List of Scheduled Payments Banks

1. India Post Payments Bank Limited
2. Fino Payments Bank Limited
3. Paytm Payments Bank Limited

E. List of Scheduled Foreign Banks in India

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
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.
43. J.P. Morgan Chase Bank N.A.
44. SBM Bank (India) Limited*
45. DBS Bank India Limited*
46. Bank of China Ltd.

[* Note: SBM Bank (India) Limited (Subsidiary of SBM Group) and DBS Bank India Limited (Subsidiary of DBS Bank Ltd.) have been issued licence on December 06, 2017 and October 04,2018 respectively for carrying on banking business in India through Wholly Owned Subsidiary (WOS) mode. They have commenced operations as WOS with effect from December 01, 2018 and March 01, 2019.]

CERTIFICATE

(Bidder's Letterhead)

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

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

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

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

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

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

Date:
Place:

(Authorised Signatory)

(Printed Name)

(Designation) _____
(Name) _____
Address_____

(Company Seal)