DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

TENDER DOCUMENTS

FOR

Annual Rate Contract towards Co-ordination with Railways/ Coal companies for Indigenous coal loading Supervision of coal, Unloading of Coal & Oil rake, Removal of Boulders/Stone from Track Hopper/Wagon Tippler, Maintenance of Fuel oil transfer pumps and its associated system & auxiliaries at DSTPS (2X500MW), DVC, Andal for One year

NIT No.: DVC/Tender/Head Quarter/FUEL/CMM/Works and Service/00021 dated 11.10.22

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

"THROUGH e-TENDERING PROCESS ONLY"

October 2022

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

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VOLUME - I

SECTION - I

INVITATION FOR BIDS (IFB)

DETAILED INVITATION FOR BID

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

DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

Annual Rate Contract towards Co-ordination with Railways/ Coal companies for Indigenous coal loading Supervision of coal, Unloading of Coal & Oil rake, Removal of Boulders/Stone from Track Hopper/Wagon Tippler, Maintenance of Fuel oil transfer pumps and its associated system & auxiliaries at DSTPS (2X500MW), DVC, Andal for One year.

NIT No.: DVC/Tender/Head Quarter/FUEL/CMM/Works and Service/00021 dated 11.10.22

Damodar Valley Corporation (DVC) invites bid from the eligible bidders in e-Tendering mode **{Single Stage - three envelopes, two part basis**, i.e. **Envelope1 (offline): Hard Copy Documents** (Containing documents in support of Cost of Tender document, Documents in support of Bid Security and Integrity Pact), **Envelope2 (online): Technical Bid (**Containing Techno-commercial sheet duly filled up by the bidder towards declaration in support of Qualification Requirement as mentioned in the NIT & Declaration/ Information in support of Techno-commercial Bid as mentioned in the NIT and Scanned copies of Letter of Bid, Acceptance of On Line Reverse e-Auction, Affidavit, Notarized Power of Attorney, Cost of Tender document, documents in support of Bid Security (EMD), Integrity Pact, declarations as per NIT & Scanned Copies of all required documents for meeting the Qualification Requirement and documents mentioned at Clause No. 6 of Vol-I Sec I-IFB of NIT) and **Envelope3 (online): Financial Bid** (Containing Financial excel sheet duly filled up by the bidder)} for Annual Rate Contract towards Co-ordination with Railways/ Coal companies for Indigenous coal loading Supervision of coal, Unloading of Coal & Oil rake, Removal of Boulders/Stone from Track Hopper/Wagon Tippler, Maintenance of Fuel oil transfer pumps and its associated system & auxiliaries at DSTPS (2X500MW), DVC, Andal for One year

2.0 SCOPE OF WORK:

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

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

- BID SECURITY / EARNEST MONEY DEPOSIT (EMD):
  Rs 11,98,815/- (Rupees Eleven Lacs ninety eight Thousand eight hundred and fifteen) only

- COST OF TENDER DOCUMENTS:
  Rs. 12,000/- (Rupees Twelve Thousand only including GST) (Not refundable)

4.0 BIDDING SCHEDULE:

Tender Document downloading Date & Timing	From 11-10-2022 at 15:00 hrs. (IST) to 10-11-2022 at 11:00 hrs.(IST)
Date & Time of pre-bid conference Pre Bid meeting will be done in online mode vide link: **https://meet.google.com/rcx-icoj-uoa**	18-10-2022 at 12:00 hrs. (IST)
Last Date of Submission of Pre-Bid Queries (Online)	18-10-2022 at 18:00 hrs. (IST)
Last date & time for submission of "Envelope1: Hard Copy Documents" offline.	10-11-2022 at 11:00 Hrs
Date & time of Uploading of "Envelope2: Technical Bid and Envelope3: Financial Bid" online.	From 11-10-2022 at 15:00 hrs. (IST) to 10-11-2022 at 11:00 hrs. (IST)
Bid Opening Date & Time "Envelope1" offline: (Containing documents in support of cost of Tender document, Documents in support of Bid Security and Integrity Pact).	11-11-2022 at 11:30 hrs.(IST)
Bid Opening Date & Time "Envelope2: Technical Bid" online as per the Terms & Conditions of NIT.	11-11-2022 at 12:00 hrs.(IST)
Bid Opening Date "Envelope3: Financial Bid" online as per the Terms & Conditions of NIT.	At a date to be notified by DVC in due course.
Date and Time of On Line Reverse e-Auction	At a date to be notified by DVC in due course.

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

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

5.0 QUALIFYING REQUIREMNTS:

5.01 The bidder should meet the qualifying requirements stipulated herein under:

The bidder shall have the working experience during last 7 years ending last day of the month previous to the one in which offers are invited in the areas as mentioned below in any Public Sector Undertaking/ Govt/ Semi Govt Organisation/ Joint Sector Enterprises (managed jointly by Govt. & other agency)/ Public limited company/ Private Limited company as a contractor under its own capacity:

a. Work experience:

(i) Unloading of rakes (BOBR/ BOXN/ Similar type wagons) carrying coal/ different products of coal/ lignite/ minerals/ ores at track hopper/ wagon tippler/ railway siding/ any port.

AND

ii) Liaison/ Coordination with Railways/ coal companies for allocation & placement of rakes at loading point.

b. The bidder should have experience of having completed similar works during last 07 (Seven) years ending last day of month previous to the one in which offers are invited should be either of the following:

i). Three similar completed works each costing not less than the amount equal to **Rs 4,79,52,583/-**

OR

ii). Two similar completed works each costing not less than the amount equal to **Rs 5,99,40,729/-**

OR

iii). One similar completed work costing not less than the amount equal to **Rs 9,59,05,166/-**

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

i. **SIMILAR WORK MEANS:** As defined at Sl. No. (a) above.

ii. **Completed Work means:** "Bidder should submit the self-attested photocopies of work order/s, payment receipt documents with reference to the Work Order no and date or successful job completion certificate/s in respect of executed/completed portion of work order with executed value even if the work has not been completed in totality (Subject to furnishing proof of executed value of the work in the form of certified copies of RA bills) shall be considered or any relevant documents, which is sufficient to prove the works completed or to be completed".

iii. All the figures mentioned above are exclusive of GST.

5.02 Qualifying Requirements on Financial Capability:

a) Net working capital should be considered for the last financial year. Net working capital or access to credit facilities (unutilized portions) on the date of NIT shall not be less than Rs 2,99,70,365/- only.

b) The Average annual turnover of the bidder for the best 03 years out of last 05 financial years shall not be less than Rs 11,98,81,458/- only.

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

d) Companies/ Organization under Board for Industrial and Financial Reconstruction (BIFR)/ National Company Law Tribunal (NCLT) or Companies/ Organization under Debt Recovery Tribunal (DRT) or Companies/ Organization, who have applied for Corporate Debt Restructuring (CDR) in last two financial years, shall not be considered for bid qualification. Bidder shall have to produce a certificate from a practicing Chartered Accountant that the bidder(s) does/do not fall under any of the above category.

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

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

of short term borrowings, trade payables, short term provision and other current liabilities.

2. Other income shall not be considered for arriving at annual turnover.
3. Net worth means the sum of the paid up share capital and free reserves. Free reserve means all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further, any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserve and surplus.
4. Relevant audited annual accounts for preceding five financial years are to be submitted in support of the financial capability.
5. In case where audited results for the preceding financial years are not available, certification of financial statements from a practicing Chartered Accountant shall also be considered acceptable.

NOTES for all clauses of 5.0 above:

Please note that the above supporting documents have to be produced as per the respective applicable clauses of 5.0 above (original / self-authenticated duly attested by Public Notary), within such date as mentioned in the NIT.

6.0 Bidders shall upload all the scanned documents towards qualifying requirement along with other documents in Envelope-2 as per NIT conditions during submission of bid online for techno-commercial evaluation and compliance thereof. Scanned copies of following documents are also required to be uploaded in envelope-2 as per the stipulation of the NIT:

i. **Unutilized line of credit for fund based and non-fund-based limits in case f access to credit facilities on the date of NIT from their bankers.**
ii. **Organization Set up giving details of Manpower, Plants and Machineries.**
iii. **Copy of GST Registration Certificate.**
iv. **Copy of EPF and ESI Registration Certificate. In case the bidder does not possess document i.r.o. EPF Registration and ESI Registration, he has to submit an undertaking to this effect clearly stating that he shall submit the documents before commencement of contract.**

v. **Company Registration Certificate in case of Limited / Public Limited Company /Partnership deed in case of Partnership Company / Affidavit duly notarized in case of sole proprietorship Business, as the case may be.**
vi. **No relationship Certificate as per DVC's format.**
vii. **Any other documents specified in tender document.**

Note for Sl. No. (6) above:

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

7.0 Bidder have to submit the Cost of the Tender documents (non–refundable), document of cost of EMD and Integrity Pact in Envelope-1 and should be received by DVC at the address given below during office hours, on or before the last date & time of Bid Submission/Uploading period.

"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.

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

8.0 DVC reserves the right to reject any or all bids or cancel/withdraw the Invitation for bids without assigning any reason whatsoever and in such case no bidder/intending bidder shall have any claim arising out of such action.

9.0 DVC shall not be responsible in any way for any delay/ difficulties/ inaccessibility of the downloading or uploading facility from the website for any reason whatsoever.

10.0 Downloading of Tender Documents by any Bidder shall not construe that such Bidder is considered to be qualified. Transfer of Tender Documents downloaded by one intending bidder to another is not permissible.

11.0 In case of any discrepancies found between the downloaded tender documents from the website and the master copy available in the website https://etenders.gov.in/eprocure the later shall prevail and will be binding on the tenderer(s). No claim/appeal on this account will be entertained or given cognizance.

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

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

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

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

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

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

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

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

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

f) The Bidder intending to participate in the bid is required to register in the e-tenders portal using his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. He/ She have to submit the relevant information as asked for about the firm/contractor. The bidders, who submit their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including all the Forms/Annexure of this tender.
More information useful for submitting online bids on the CPP Portal may be obtained at: https://etenders.gov.in/eprocure/app. For clarification about e-tendering procedures, downloading & Uploading and further details / elaboration, the bidders are advised to contact the following FMP Support Persons, representatives of M/s. National Informatics Centre Services incorporated (NICSI), available in Help Desk at DVC Towers, C&M Department, 3rd Floor, Kolkata-54, West Bengal, India during the office hours.

(i) Mr. Sk Nawajesh Rahman , e-mail: rnawajesh@gmail.com (Mob: 9831683690)
(ii) Mrs. Armistha Kangsa Banik, e-mail: armistha.banik1989@gmail.com (Mob: 8240124812)

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

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

15.0 Tenders (**Envelope1: Hard Copy Documents**) shall be dropped **in the Tender Box at Ground Floor of DVC Tower, Main Gate or may be sent through Courier / Speed Post.** Name of the Tender and NIT no & Date shall be clearly written on the Envelpoe1. Tenders (Envelope1) shall be addressed to The Chief Engineer, C&M. DVC shall not be responsible in any way for any delay in postal services.

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

(i) Shri Deepak Kumar, SE (M), C&M, DVC, Kolkata, email: deepak.kumar3@dvc.gov.in Ph-03366072346/ 6207854672

(ii) Shri Sandip Chanda, SE (E), C&M, DVC, Kolkata, email: sandip.chanda@dvc.gov.in Ph-9939350399.

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

16.0 Address for communication:

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

VOLUME – I

SECTION - II

INSTRUCTIONS TO BIDDERS (ITB)

1.0 COST OF BIDDING:

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

2.0 CLARIFICATION ON TENDER DOCUMENTS:

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

For subsequent queries asked by the Bidders in the pre-bid discussions and up to last date of submission of Pre Bid Queries, the Employer will hoist the Pre-bid replies (as Amendment) only through **https://etenders.gov.in/eprocure/app** within 3 days of Pre-bid conference after approval of Tender Inviting Authority. The information contained in all the pre-bid replies will have to be taken into account by the Bidder in its bid. Non-attendance at the pre-bid conference will not be a cause for disqualification of bidder.

3.0 AMENDMENT TO TENDER DOCUMENTS:

At any time prior to the deadline for submission of bids, the Employer (DVC) may, for any reason, whether at its own initiative, or in response to the clarifications requested by the prospective Bidders, amend the Tender documents. The amendment will be notified only to the **https://etenders.gov.in/eprocure/app.** In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, the Employer (DVC) may, at its discretion, extend the deadline for the submission of bids.
Any addendum/corrigendum/extension, if required, will be hoisted (as Amendment) only to the **https://etenders.gov.in/eprocure/app.**

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

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

4.0 PERIOD OF VALIDITY OF BID & LANGUAGE OF BID:

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

4.2 In exceptional circumstances, the Employer (DVC) may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made by e-mail. If a Bidder accepts to extend the period of bid validity, the validity of bid security shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

4.3 The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged between the Bidder and the Employer shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in English language in which case, for purposes of interpretation of the bid, the translation shall govern.

5.0 MODIFICATION AND WITHDRAWAL OF BIDS:

5.1 The Bidder may modify or withdraw its bid after submission/uploading, prior to the deadline prescribed for bid submission/uploading.

5.2 The Bidder's modifications of Envelope1 (if required for Envelope1) shall be prepared, sealed, marked as **"Bid Modifications- Envelope1"**.

5.3 A Bidder wishing to withdraw its bid can withdraw his bid prior to the deadline prescribed for bid submission. For withdrawal of the bid after submission, the bidder shall notify the Employer (DVC) in writing. The notice of withdrawal shall be addressed to the Employer (DVC) at the address given above and bear the package name, NIT Number and the words **"BID WITHDRAWAL NOTICE".** The bid withdrawal notice shall be accompanied with valid authorisation to request such bid withdrawal.

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

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

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

6.0 DOCUMENTS COMPRISING OF THE BID & BIDDING PROCEDURE:

Three envelope bidding procedure shall be followed as under:

(i) Envelope1: Hard Copy (Offline) Submission: Envelope1 Shall comprise of "**Documents in**

support of Cost of Bidding" "**Documents in support of bid security (EMD)**" **and "Integrity Pact".**

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

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

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

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

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

Bidders shall not be required to upload scanned copy of any other document for the Envelope2, except the "**Copy of Techno-commercial sheet duly filled up by the bidder towards declaration in support of Qualification Requirement as mentioned in the NIT & Declaration/ Information in support of Techno-commercial Bid as mentioned in the NIT and Scanned copies of Letter of Bid, Acceptance of On Line Reverse e-Auction, Affidavit, Notarized Power of Attorney, Cost of Tender document, Bid Security (EMD), Integrity Pact & Scanned Copies of all required documents for meeting the Qualification Requirement**".

Please note that the Envelope2 & Letter of Bid should not contain any price content entry. **In case any price (basic price) component is exposed in Envelope2 and Letter of Bid of any bidder's submitted bid, then his bid may be rejected out rightly by the Employer (DVC).**

(iii) Envelope3: Online Submission:

Financial Bid shall comprise Price Schedule in MS excel file and the bidder shall fill their prices

in the excel sheet duly completed in the following manner:

(a) BOQ: Bidder shall quote the rate separately for Annual Service Contract (ASC) for DSTPS for following works:

1. Rate for Main work [i.e. PART A, B, C & D, viz.co-ordination with collieries & Railways for BOBR/BOXN indigenous coal rake, supervision of loading of coal (BOBR/BOXN Wagons) at loading point for indigenous coal, unloading of BOBR/BOXN coal rakes at DSTPS Track Hopper/Wagon Tippler for indigenous & imported coal] excluding GST.
2. Rate for all items for optional work [i.e. PART E, viz. Maintenance of all Pumps in Fuel oil unloading Pump house, dewatering pumps, oil water separator pumps, Fuel oil unloading spurs, all pneumatic, Electrically operated and manual valves and all associated system and auxiliaries of oil unloading pump house as and when required] excluding GST.
3. GST shall be quoted by the bidder in the BOQ separately in the designated column for respective works.

b) GST shall be reimbursed/ paid extra at actual as per prevailing rate limited to as quoted against submission of documentary evidence. The prevailing rate of GST shall be verified from relevant Govt. of India portal.

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

Bidders are also requested not to upload any documents / files other than as asked in the NIT and its amendments (if any).

Uploading of any documents / files by the Bidder, other than as asked in the NIT and its subsequent Amendments (if any), may lead to rejection of his Bid by the Employer.

Note: 2. COMMERCIAL AND TECHNICAL DEVIATIONS:

No deviation is allowed for the instant tender.

(iv) **Hard Copy (Offline)Submission of supporting documents:** Supporting documents in Original / self-authenticated and attested by Public Notary in respect of QR (Attachment-1 & Attachment-2) of Envelope2 as asked in the NIT, Original Letter of Bid, Power of Attorney, "Bank Certificate & a cancelled cheque as per Attachment-5 of Envelope2" and an affidavit in original on a non-judicial stamp paper of Rs. 10 regarding genuineness of the declaration/information furnished by him/them online and authenticity of the supporting documents being produced by him/them and the documents as per Sl. No. 6 of IFB. **Please refer clause No. 8.0 regarding submission of the above supporting documents.**

7.0 BID PRICES:

7.1 Unless otherwise specified in the Technical Specifications, Bidder shall quote for the entire facilities such that the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the bidding documents.

7.2 Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding documents. **No deviation is allowed for the instant tender.**

7.3 **Bidders shall give the prices in the manner and detail called for in the Price Schedules, i.e. BOQ. The bidders shall quote the rates excluding GST, in the price schedule BOQ (Ms excel sheet of Envelope3). The prices quoted in the Schedule shall also be deemed to include any incidentals not shown or specified but reasonably implied or necessary for the proper completion of the specified Works in accordance with the Bidding Documents. The rates quoted shall be inclusive of all duties, levies, royalty, cess etc. but only excluding GST and toll, if any. GST shall be quoted by the bidder in the BOQ separately in the designated column for respective works.**

GST shall be reimbursed/ paid extra at actual as per prevailing rate limited to as quoted by bidder against submission of documentary evidence.

7.4 The Employer shall be entitled to make necessary tax deductions at source as per the prevalent laws. The Contractor shall be required to submit the PAN details to the Engineer-in-Charge before the submission of the first bill.

7.5 The Bidder shall himself be informed of all the applicable laws, notifications, rules, circulars and other communications of the State or Central or other authorities with regard to levy of any tax, duty, cess, levy or fee such that his bid prices take into account all of them.

7.6 **PRICE BASIS shall be as per SCC of this NIT**

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

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

8.0 BID OPENING, BID EVALUATION AND AWARD OF CONTRACT:

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

First, the WITHDRAWAL notice(s), if any, shall be opened and read out and recorded and the corresponding **Envelope1** shall not be opened and shall be returned to the bidder. No bid shall be withdrawn unless the corresponding withdrawal notice contains a valid authorisation to request such bid withdrawal and is read out and recorded in the bid opening.

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

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

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

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

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

8.3 PRICE BID EVALUATION

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

a) **INITIAL PRICE BID EVALUATION**

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

The "**Opening Price"** i.e. the base price/ start price for **Reverse e-Auction** shall be fixed on the basis of Total cost for Annual Rate Contract towards Co-ordination with Railways/ Coal companies for Indigenous coal loading Supervision of coal, Unloading of Coal & Oil rake, Removal of Boulders/Stone from Track Hopper/Wagon Tippler, Maintenance of Fuel oil transfer pumps and its associated system & auxiliaries at DSTPS (2X500MW), DVC, Andal for One year (in Rs.) **including GST**.

b) **ON LINE REVERSE e-AUCTION**

i. "On Line Reverse e-Auction" shall have the meaning ascribed to in Vol-I, Sec-V (BFP) under BUSINESS RULES FOR ON LINE REVERSE e-AUCTION and Reverse e-Auction shall be conducted online as per provisions of BUSINESS RULES FOR ON LINE REVERSE e-AUCTION given Vol-I, Sec-V (BFP).

ii. **Reverse e-Auction will be conducted on total value inclusive of GST** as per the notification issued to Techno-Commercially Qualified Bidders (please see point no. viii below).

iii. The Initial Price Offers shall be evaluated to arrive at the lowest Initial Price Offer. After evaluation of the Initial Price Offers, DVC reserves the right to fix the "Opening Price" i.e. the base price/ start price for Reverse e-Auction (**on total value including GST)**.

iv. **Final price offer (L1 basis) including GST** from the techno-commercially qualified bidders (please see point no. viii below) will be obtained through On Line Reverse e-Auction procedure on the e-platform of https://etenders.gov.in/eprocure/app.

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

vi. During the On Line Reverse e-Auction the Qualified Bidders who are eligible for participating in the Reverse e-Auction shall be permitted to place their Final Price Offers

provided that the Bid Decrement shall be at least the minimum decrement amount of **0.25% to 0.5%** of "Opening Price" i.e. the base price/ start price.

vii. The Qualified Bidder that submits the **lowest Final Price Offer including GST** at the conclusion of Reverse e-Auction process, i.e. the Closing Price, shall be termed as the "L1 Bidder".

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

ix. After conclusion of the Reverse e-Auction event, the lowest Bidder has to e-mail from its registered e-mail Id, the "Final quoted price" during the online Reverse e-Auction alongwith price breakup sheet as per BOQ format duly signed by the authorized person within four (4) hours of Bidding End Time.

x. **The percentage (%) less obtained with respect to the initial price after online Reverse Auction shall be uniformly loaded in each and every item of BOQ. GST % will remain same as per initial price bid of the bidder.**

a) **FINAL PRICE BID EVALUATION**

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

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

8.4 AWARD OF CONTRACT

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

Note for Clause 8.0

(i) During bid evaluation the Employer (DVC) may, at its discretion, ask the Bidder for a clarification on its bid. The request for clarification and the response there to shall be through e-mail only, and no change in the price or substance of the bid shall be sought, offered or permitted.

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

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

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

10.0 COST OF TENDER DOCUMENTS:

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

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

11.0 BID SECURITY (EMD):

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

i. a bank guarantee, or,
ii. DVC bonds duly endorsed in favour of DVC, or,
iii. Post office National Savings Certificate having face value equal to EMD value and duly endorse by the issuing authority in favour of DVC, or,
iv. Attested photocopy of certificate issued by DVC as permanent EMD account holder, or,
v. Pay-order/demand draft in favour of DVC.

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

Bid security shall remain valid for a period of minimum **180 days from the date of opening of tender plus three months claim period thereafter.** The bidder shall furnish, as part of its bid, original bid security documents in Envelope1 of the amount and currency as stipulated.

NOTE for 10.0 and 11.0 above:

MSEs registered with MSME / NSIC shall be exempted from the payment of EMD & COST OF TENDER DOCUMENTS. MSEs seeking such exemption must upload scanned copies of valid registration certificate from MSME / NSIC in the website **https://etenders.gov.in/eprocure/app** and also submit the hard copy of the uploaded documents in a separate envelope super scribing "MSME/ NSIC CERTIFICATE" to the office of The Chief Engineer, C&M Department, 3rd Floor, DVC Towers, 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.

11.2 **Any bid, not accompanied by an acceptable bid security documents in Envelope1, shall be rejected by the Employer as being non-responsive and this bid shall not be opened further.**

11.3 The bid securities of all the unsuccessful bidders will be returned / refunded within 15 days after the finalisation of tender.

11.4 The bid security of the successful bidder to whom the Contract is awarded will be returned / refunded when the bidder has furnished the required Performance Securities.

11.5 CONDITIONS FOR FORFEITURE OF EMD: The EMD may be forfeited

1. For failure of tenderers to accept the order / LOI / LOA placed within the validity period of their offer,
2. Any bidder withdraws/varies his offer within the bid validity period before finalisation of the

tender.

3. If the bidder does not accept the arithmetical correction of its bid price.
4. For failure to submit security cum performance BG within 30 days from the last day of the specified time limit as stipulated in the PO/LOI/LOA/LOI-cum-Work Order.
5. If the acceptance of order is not received within the stipulated period.
6. If the Bidder does not withdraw any deviation listed in Statement of Deviations at the cost of withdrawal indicated by him,
7. If the Bidder refuse to withdraw, without any cost to the Owner, any deviation not listed in Statement of Deviations but found elsewhere in the Bid,
8. On providing false or incorrect information in respect of qualifying requirement etc.
9. In case the L1 bidder for any item fails to produce the documents within the specified period of 10 days or if any of the information furnished by L1 bidder on-line is found to be false by the Tender Committee during verification of documents.

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

12.0 CONTACTING THE EMPLOYER & AWARD OF CONTRACT:

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

12.2 The Employer (DVC) will empanel successful Bidders whose bids have been determined to be substantially responsive and to be the lowest evaluated bid, further provided that the Bidders are determined to be qualified to perform the contract satisfactorily.

12.3 **IMPORTANT POINTS TO BE NOTED:**

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

shares a land border with India:

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

4. The bidders shall be required to comply the MoP, GOI's orders vide no. 25-11/6/2018-PG dated 02.07.2020 and vide no. 11/05/2018-Coord dated 23.07.2020 and its subsequent clarifications / revisions / amendments, if any, issued by MoP, GOI time to time with regards to testing of imported items to protect the security, integrity and reliability of the strategically important and critical Power Supply System & Network in the country, considering vulnerabilities in the Power Supply System & Network mainly arise out of the possibilities of cyber-attacks through malware / Trojans etc. embedded in imported equipment.

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

The Employer (DVC) reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.

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

Prior to the expiration of the period of bid validity, DVC will notify the successful Bidder in writing by letter/e-mail/telefax to be confirmed in writing by letter, that its bid has been accepted. The WORK ORDER / LOA will constitute the formation of the contract.

15.0 SIGNING THE CONTRACT AGREEMENT:

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

Within 7 days from the date of issue of LOA/PO/Work Order, DVC will send the agreement to

the Supplier/Contractor/ Service Provider/Consultant for signature, incorporating all agreements between the parties for execution.

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

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

16.0 PERFORMANCE SECURITY (SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE):

16.1 Within Fourteen (14) days from the date of issuance of Letter of Award (LOA)/ Work Order (WO)/Purchase Order (PO) from respective project, the successful Bidder shall furnish performance security for satisfactory execution of the order for an amount equivalent to 3% of the Letter of Award (LOA)/ Work Order (WO)/Purchase Order value in the form of Insurance Surety Bonds, account payee demand draft, fixed deposit receipt from a commercial bank, bank guarantee issued/ confirmed from any of the commercial bank in India or online payment in an acceptable form, safeguarding DVC's interest in all respects.

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

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

16.2 Other terms & condition SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE as notwithstanding in tender document shall be as per VOLUME – I, SECTION – III of GENERAL CONDITIONS OF CONTRACT (GCC) and Policy for withholding and Banning of Business Dealings of this NIT.

17.0 GOVERNING LAWS & GENERAL PRINCIPLES:

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

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

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

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

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

18.0 Deleted.

19.0 RISK PURCHASE CLAUSE:

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

a) After the expiry of the specified date of delivery / completion period, if the Contractor fails to deliver the materials/ complete the work a notice will be given to the Contractor for

delivering the material/ complete the work immediately.

b) If the Contractor fails to deliver the material/complete the work, a final risk and cost notice will be served to the Contractor by registered post with A/D, clearly indicating that if he fails to deliver the materials/ complete the work within 7 days of the receipt of the letter, the same shall be outsourced from other sources at the risk and cost of the Contractor.

c) The existing order has to be closed and action will be initiated by the Employer for procurement / completion of work & services of the balance items/ portion. While taking such action the defaulting Contractor may not be given an opportunity against fresh enquiry/limited tender.

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

e) For the purpose of recovery of the amount, unpaid amount / security deposit by the way of BG as provided by the Contractor will be adjusted first. If there is any balance left to be recovered, the Contractor should be informed to deposit the money at the earliest.

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

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

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

20.0 TIME FOR COMPLETION OF FACILITIES: shall be as per Special Condition of Contract, Vol-I, Section-IV of this NIT.

21.0 INSURANCE:

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

22.0 CONTRACTOR'S PERFORMANCE EVALUATION SYSTEM

In order to ensure smooth progress of the work and execution of the job in time as per stipulated

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

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

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

23.0 IMPLEMENTATION OF INTEGRITY PACT

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

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

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

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

24.1 During execution of the Contract, if the Employer proposes a Change in the facilities, it shall send to the Contractor a “Request for Change Proposal” requiring the Contractor to prepare and furnish to the Project Manager as soon as reasonably practicable a “Change Proposal,” which shall include the following:

(a) brief description of the Change
(b) effect on the Time for Completion
(c) estimated cost of the Change
(d) effect on Functional Guarantees (if any)

(e) effect on any other provisions of the Contract.

24.2 The pricing of any Change shall, be calculated in accordance with the rates and Prices included in the Contract. If the rates and prices of any change are not available in the Contract, the parties thereto shall mutually agree on specific rates for the valuation of the Change.

24.3 Within fourteen (14) days after the Employer (DVC) and the Contractor mutually agreed upon all matters therein contained including agreement on rates, the Employer shall, if it intends to proceed with the Change, issue the Contractor with a Change Order.

If the Employer is unable to reach a decision within fourteen (14) days, it shall notify the Contractor with details of when the Contractor can expect a decision. If the Employer (DVC) decides not to proceed with the Change for whatever reason, it shall within the said period of fourteen (14) days, notify the Contractor accordingly.

24.4 If the Contractor proposes a Change, the Contractor shall submit to the Project Manager a written "Application for Change Proposal," giving reasons for the Proposed Change and including the information specified in above clause 20.1.upon receipt of the Application for Change Proposal, the parties shall follow the procedures outlined in above clauses 20.2 and 20.3

24.5 If any tolerance limit has not been incorporated in the SCC **then ± 5%** of the order value should be considered as the tolerance limit and the contract shall automatically be treated as amended to that extent.

ANNEXURE-1

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

1. Abu Dhabi Commercial Bank Ltd.
2. American Express Bank Ltd.
3. Arab Bangladesh Bank Limited
4. Allahabad Bank
5. Andhra Bank
6. Antwerp Diamond Bank N.V.
7. Axis Bank Ltd.
8. Bank Internasional Indonesia
9. Bank of America N.A.
10. Bank of Bahrain & Kuwait BSC
11. Barclays Bank Plc
12. BNP PARIBAS
13. Bank of Ceylon
14. Bharat Overseas Bank Ltd.
15. Bank of Baroda
16. Bank of India
17. Bank of Maharashtra
18. Canara Bank
19. Central Bank of India
20. Calyon Bank
21. Citibank N.A.
22. Cho Hung Bank
23. Chinatrust Commercial Bank Ltd.
24. Centurion Bank of Punjab Limited
25. City Union Bank Ltd.
26. Coastal Local Area Bank Ltd.
27. Corporation Bank
28. Catholic Syrian Bank Ltd.
29. Deutsche Bank AG
30. Development Credit Bank Ltd.
31. Dena Bank
32. IndusInd Bank Limited
33. ICICI Bank
34. IDBI Bank Limited
35. Indian Bank
36. Indian Overseas Bank
37. Industrial Development Bank of India
38. ING Vysya Bank
39. J P Morgan Chase Bank, National Association

40. Krung Thai Bank Public Company Limited
41. Kotak Mahindra Bank Limited
42. Karnataka Bank
43. Karur Vysya Bank Limited.
44. Lord Krishna Bank Ltd.
45. Mashreqbankpsc
46. Mizuho Corporate Bank Ltd.
47. Oman International Bank S A O G
48. Oriental Bank of Commerce
49. Punjab & Sind Bank
50. Punjab National Bank
51. SocieteGenerale
52. Sonali Bank
53. Standard Chartered Bank
54. State Bank of Mauritius Ltd.
55. SBI Commercial and International Bank Ltd.
56. State Bank of Bikaner and Jaipur
57. State Bank of Hyderabad
58. State Bank of India
59. State Bank of Indore
60. State Bank of Mysore
61. State Bank of Patiala
62. State Bank of Saurashtra
63. State Bank of Travancore
64. Syndicate Bank
65. The Bank of Nova Scotia
66. The Bank of Tokyo-Mitsubishi, Ltd.
67. The Development Bank of Singapore Ltd. (DBS Bank Ltd.)
68. The Hongkong & Shanghai Banking Corporation Ltd.
69. Tamilnad Mercantile Bank Ltd.
70. The Bank of Rajasthan Limited
71. The Dhanalakshmi Bank Limited.
72. The Federal Bank Ltd.
73. The HDFC Bank Ltd.
74. The Jammu & Kashmir Bank Ltd.
75. The Nainital Bank Ltd.
76. The Sangli Bank Ltd.
77. The South Indian Bank Ltd.
78. The Ratnakar Bank Ltd.
79. The Royal Bank of Scotland N.V.
80. The Lakshmi Vilas Bank Ltd
81. UCO Bank
82. Union Bank of India

83. United Bank Of India
84. Vijaya Bank
85. Yes Bank

VOLUME - I

SECTION - III

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

1. DEFINITION:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. CONDITIONS FOR FORFEITURE OF EMD:

The EMD may be forfeited

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

2. Any bidder withdraws/varies his offer within the bid validity period before finalisation of the tender.

3. If the bidder does not accept the arithmetical correction of its bid price.

4. For failure to submit security cum performance BG within 30 days from the last day of the specified time limit as stipulated in the PO/LOI/LOA/LOI-cum-Work Order.

5. If the acceptance of order is not received within the stipulated period.

6. If the Bidder does not withdraw any deviation listed in Statement of Deviations at the cost of withdrawal indicated by him,

7. If the Bidder refuse to withdraw, without any cost to the Owner, any deviation not listed in Statement of Deviations but found elsewhere in the Bid,

8. On providing false or incorrect information in respect of qualifying requirement etc.

9. In case the L1 bidder for any item fails to produce the documents within the specified period of 10 days in case of domestic tenders and 15 days in case of global tenders, or if any of the information

furnished by L1 bidder on-line is found to be false by the Tender Committee during verification of documents.

5. **DISCREPANCIES IN THE BID &TREATMENT THEREOF:**

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

- In case of discrepancy between the original and copies of bid, the original bid will be considered correct.

- If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity of any item, or between sub-total and the total price, the unit or sub-total price shall prevail, and the total price shall be corrected accordingly.
- If there is a discrepancy between words and figures, the amount in words will prevail.

- If there is a discrepancy between the quantity specified by DVC in the bidding document and that indicated by the bidder in his bid, the former shall be taken to arrive at the computed price on pro-rata basis.

- In case the unit rate of an item is not quoted but the total price is indicated, the same shall be taken to arrive at the computed price. The computed price arrived at, as above, shall be considered for the purpose of award also.

- If the bidder does not accept the correction of errors as worked out by above methodology, its bid will be rejected and the earnest money will be forfeited.

6. COST COMPENSATIONS FOR DEVIATIONS:

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

Bidders may note that deviations, variations and additional conditions etc. found elsewhere in the bid other than those stated in the Deviation Schedules, save those pertaining to any rebates, shall not be given effect to in evaluation and it will be assumed that the bidder complies to all the conditions of

Bidding Documents. In case bidder refuses to withdraw, without any cost to the Owner, those deviations which the bidder did not state in the Deviation Schedules, the bid security of the bidder may be forfeited and the bid is liable for rejection.

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

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

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

7. INSPECTION / CHECKING / TESTING:

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

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

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

8. ACCESS TO VENDOR'S PREMISES:

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

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

The items to be supplied have to be covered by Insurance during transit from vendor's works / site / go-down up to the consignee's respective project/formation/ store. It is mandatory to avail DVC's Open Insurance Policy for all concerned for all O&M Projects and all other installations.

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

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

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

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

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

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

100% payment along with full taxes & duties will normally be made by the purchaser/Owner to the Vendor through A/C Payee Cheque /RTGS within 15 working days from the date of receipt of material at site and after inspection & acceptance thereof or from date of receipt of invoice whichever is later. The consignee would arrange for inspection of the supplied items. All documents relating to payment would be checked and verified and to be passed by the concerned Accounts Office before effecting payment, with reference to the P.O./ LOI /LOA.

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

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

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

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

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

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

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

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

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

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

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

11. ADDITIONS / ALTERATIONS / MODIFICATIONS:

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

12. DELIVERY SCHEDULE / COMPLETION PERIOD:

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

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

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

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

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

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

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

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

13.4 In the event of recourse to alternative 13.2 and 13.3 above, the Purchaser will have the right to re-purchase/ outsource the stores/works &service, to meet urgency in requirement caused by Vendor’s

failure to comply with the schedule of delivery/ completion of the work, irrespective of the fact whether the materials/equipment/works/service are similar or not.

14. SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE:

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

Performance security should be for an amount of five (5) to ten (10) per cent of the value of the contract as specified in the tender documents.

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

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

Performance security may be furnished in the form of Insurance Surety Bonds, account payee demand draft, fixed deposit receipt from a commercial bank, bank guarantee issued/ confirmed from any of the commercial bank in India or online payment in an acceptable form, safeguarding DVC's interest in all respects.

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

Performance Security is to be furnished by a specified date ["generally 21 days after issuance of LOA for Works Contract" or "generally 14 days after issuance of PO/LOA for Goods/Services Contract"] and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period (DLP)/ warranty period, as applicable.

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

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

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

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

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

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

On account of the COVID-19 pandemic, that caused slowdown in economy, it is decided to reduce Performance Security from existing five to ten percent to three (3) percent of the value of the contract for all existing contracts till 31.03.2023. However, the benefit of the reduced Performance Security will not be given in the contracts under dispute wherein arbitration/ court proceedings have been already started or are contemplated. All tenders/ contracts issued/ concluded till 31.03.2023 should also have the provision of reduced Performance Security. In all contracts, where Performance Security has been reduced to three percent, the reduced percentage shall continue for the entire duration of the contract and there should be no subsequent increase of Performance Security even beyond 31.03.2023. Similarly, in all contracts entered into with the reduced percentage of Performance Security of three percent, there will be no subsequent increase in Performance Security even beyond 31.03.2023. Where, there is compelling circumstances to ask for Performance Security in excess of three percent as stipulated above, the same should be done only with the approval of the next higher authority to the Tender accepting authority (TAA) for the particular tender. Specific reasons justifying the exception shall be recorded.

Note for Procurement of Works:

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

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

i) After the amount reaches half the value of the limit of retention money; and

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

Note for procurement of Goods:

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

Note for procurement of Consultancy & Other Services:

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

15. PATENT RIGHTS:

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

16. FORCE MAJEURE:

Vendor shall not be considered in default if delay in delivery occurs due to causes beyond his control such as acts of God, natural calamities, civil wars, fire, strike, frost, floods, riot and acts of unsurpassed power. Only those causes which have duration of more than seven (7) days shall be considered cause of force / calendar majeure. A notification to this effect duly certified by the statutory authorities shall be given by the Vendor to the Owner within 10 days from the date of such Force Majeure condition by registered letter. In the event of delay due to such causes, the delivery schedule will be extended for a

length of time equal to the period of force majeure or at the option of the Owner the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of the Owner. In the event of such cancellation, the Vendor shall refund any amount advanced or paid to the Vendor by the Purchaser and deliver back any materials issued to him by the Purchaser and release facilities, if any, provided by the Purchaser. However, applicability of Force Majeure Clause in respect to a particular contract in the above backdrop is to be decided by Tender Accepting Authority.

17. CANCELLATION/SHORT CLOSURE:
Clause no 24 of other terms & conditions of contract is to be followed.

18. OWNER SUPPLIED MATERIALS (OSM):
In turnkey contracts/Work contracts, there are occasions where DVC supply some of the materials/equipment to the contractor free of cost or with cost, for erection. The contractor shall arrange proper storing and insure against all risks for such OSM. The contractor shall furnish indemnity bond for the total value of OSM.

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

The contractor may be allowed to replenish the excess consumed materials from the sources approved by DVC. However, if the OSM has to be issued through additional procurement on demand of the contractor because of excess consumption of his/their part, replacement of such additional quantity may not be allowed at the discretion of DVC and the same will be recovered as per procedure described above. In case penal recovery is considered to be expedient in respect of any critical equipment, the same shall be provided in the contract/bid document only after obtaining approval of HOD/Director.

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

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

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

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

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

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

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

Note for Procurement of Goods: -

Agents should only be as per the terms of the contract. Sub- contracting of the contract should normally not be allowed in procurement of goods.

Note for Procurement of Works:

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

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

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

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

Note for Procurement of Services:

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

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

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

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

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

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

24. VENDORS DRAWING & DATA:

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

25. INFORMATION PROVIDED BY THE PURCHASER /OWNER:

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

26. MODIFICATIONS:

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

27. GUARANTEE / WARRANTY:

Not Applicable

28. DEMURRAGE / WHARFAGE:

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

29. GRAFTS / COMMISSION:

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

INTEGRITY PACT: Vendors/contractors are required to unconditionally accept the "Integrity pact" (executed in plain paper) as per format furnished by DVC

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

31. Safety Aspects to Be Complied:

Note: Job Safety Analysis is to be carried out before start of any work.

CLAUSE NO.	REQUIREMENT
1.0	The contractor/ agency shall comply with all the requirements of the Factories Act, State Factories Rules as amended time to time, and all other statutory requirements as applicable to his work, like Indian Electricity Act, ESI Act (Wherever the facility is available), PF Act, Workmen's Compensation Act, Motor Vehicles Act, etc. He shall ensure compliance of all the responsibilities of the Occupier and Factory Manager as mentioned in the Factories Act, in his activities of work. Additionally, the contractor shall comply with all the Rules framed by DVC (Also referred here as DVC), relating to Safety of all those working/ present in the work place, and ensure compliance with all types of permit to work. He shall also comply with all directions given by the Engineer In-charge or Head of DVC Project Safety Deptt. Or, their nominated representative with specific regard to Safety and Health of the workers.
2.0	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.
2.1 .	The Contractor shall appoint a full time Engineer with qualification of either Degree in Engineering, with not less than 1 years of supervisory experience or Diploma in Engineering with not less than 3 years of experience, in supervising the work for each 50 workers/ staff or a part thereof. *Where the work is of hazardous in nature the supervisor shall be appointed for first 20 workers also.*
2.2	If at any time the contractor employs more than 150 workers including staff, he shall appoint from the start of work itself a Safety Officer, with the qualification as mentioned in the Factories Act/ State Factories Rules applicable to the state, in which the work is

	carried out. The Safety Officer of the Contractor shall discharge only those responsibilities as mentioned in statutory rules for the Safety Officers.
2.3	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 and action plan to implement it; b) Methodology (Including responsibility) of accident reporting to DVC authorities and Statutory authorities, conduct of enquiries, and implementation of corrective measures. c) The Contractor shall get all his Lifting equipments and tackles thoroughly examined / tested through a Competent Persons, approved by the local state Government, where the work is being undertaken. d) For contracts, which are for one year or more year's duration, before start of work by the Contractor, the Contractor shall purchase new required personal protective equipments' and get it verified from Head of DVC Safety Deptt, for inspection of quality and quantity purchased. Safety Department will inspect these Safety Shoes, Safety Helmets and Safety Harnesses for it's suitability. Only after this inspection and clearance in writing from DVC, above referred items shall be used or issued by the Contractor. The cost of these PPEs are treated under chargeable expenditure for which there is the cost of these PPE should be estimated in line with para 2.11.1 (statutory and non -statutory consideration while working out estimate page no. 60) of IR and compliance Hand Book-2015 (1st edition). Tenure of these three Personal Protective Equipment's shall be applicable once for those numbers working for one year, if these are purchased from the party with which the rate contract had been made by DVC; at the rate at which rate contract had been made by DVC; or from the original IS Marked equipment manufacturer (Or his authorized representative), registered with Bureau of Indian Standard. The estimated value of Safety Shoes and Safety Helmets shall be limited to the number of employees, for which the contractor had taken the labour licence or DVC had approved to hire; for the Safety Harness payment in estimated value shall be restricted to the decided quantity between the Contractor and DVC.

	e) Before using the lifting equipments 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 these equipments for its safety. Only after their clearance in writing, these items shall be used by the Contractor. However, all liabilities for statutory violations for these 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. OR. Safety wing of DVC may also provide safety Training to contractor's workers. The DVC Management has a right to refuse issue of gate pass to the workers, if the workers are not trained before start of work and subsequently every 6 months g) Before Start of the work by the Contractor, the Contractor shall get occupational health examination (Specifically lung function test, coal miner's pneumoconiosis and audiometry) of his workers, working/ to work in hazardous activities, through a Medical Practitioner/ Certifying surgeon, approved by the State Government for conduct of occupational health examination, and subsequently as mentioned in the state factories rules. DVC shall provide Occupational Health Check Up of all contract workers including i.e. supply, casual, AMC/ARC workers working within the Power House (only Thermal) with cashless facility. Only those who are found fit in such medical examination shall be employed by the Contractor. h) In case of occurrence of any accident/ mishap/ violation of statutory provisions/ DVC Rules, Competent authority in DVC may constitute inquiry Committee, to find out the circumstances or causes into it, remedial measures to prevent recurrence of similar accidents/mishaps/ violations etc.. The Contractor shall provide full cooperation in conduct of inquiry, conducted by such Inquiry Committee and also send his workers to attend the inquiry and give statement, with full wages for the day. i) Wherever there is probability of fall of worker/ material from more than 8 Ft, to prevent his fall, the contractor shall provide Full Body Safety Harness with ISI mark to all his workers and ensure it's use. He shall also provide safety net below such work place. He shall ensure compliance of all provisions of Permit for working at height advised by DVC. If the fall arrester is provided by DVC, the Contractor shall ensure it's right use.
2.5	

3.0	The contractor shall use only double insulated power tools at the construction place. He shall only use 3 Core cable for Single phase supply and 4 Core Cable for 3 Phase supply. For all electrical connections appropriate ELCB shall be used by the Contractor. a) In no case any electric supply shall be taken through loose wire like supply without Plug Top. b) No electrical repair work shall be carried out on any live equipment. It shall be done only by the Electrician having either ITI qualification or Wireman's certificate issued by the State Government. No work shall start without obtaining work permit from DVC Engineer In charge or his authorized representative.
4.0	In case any accident occurs during the construction or erection work or other associated activities, undertaken by the Contractor, it shall be the responsibility of the Contractor to promptly inform the same to the Engineer In-charge, DVC Head of Safety Deptt. in the prescribed form (Which can be collected by the Contractor/ Agency from the Project Safety Deptt.), and also to all the statutory authorities envisaged under the applicable laws.
5.0	The Engineer In-charge as well as DVC Head of Safety Deptt. or their nominated representative, shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and / or property, and / or equipments. In such cases, the contractor shall be informed in writing, and the contractor shall immediately stop the work, and comply to remove short-comings promptly. After ensuring compliance of instructions given by Engineer In charge, he shall inform him of completion of compliance, and after his written permission only, shall restart the work.
6.0	If the Contractor does not provide personal protective equipment's to his workers or fails to discharge of his other responsibilities, statutory or otherwise, as mentioned above, DVC may provide the same and recover the expenditure along with overhead cost etc. However, this does not absolve the contractor from his responsibility as mentioned in these conditions at Para 1. If the Contractor fails complying with the provisions as mentioned above, the financial deductions shall be made by DVC, at the rate of Rs. 2,000/- per day or part thereof, from the contractor's bill for contract value exceeding Rs Thirty Lakhs; and at the rate of Rs 500/- per day for the contract value not exceeding Rs Thirty Lakhs, till the provisions are complied with.

	In case of injury, the compensation as calculated/ directed by the State Government Authorities shall be paid by the Contractor to the Victim/ his legal heir, in accordance with the statutory provisions. However, in case of accident, additionally, following financial deductions shall be made by DVC, from the bill of the Contractor: a Fatal injury or accident causing death — 10 % of contract value or Rs. 1,00,000/- per person, whichever is less. b Major injuries or accident causing 25% or more permanent disablement to workmen or employees. — 2.5 % of contract value or Rs. 25,000/- per person whichever is less
7.0	Contractor shall not be allowed to use LPG cylinder in plant premises other than DA and oxygen cylinder

32. SITE WORKS:

32.1 SETTING OUT/SUPERVISION/LABOUR:

32.1.1 Bench Mark: The Contractor shall be responsible for the true and proper setting-out of the jobs in relation to bench marks, reference marks and lines provided to it in writing by or on behalf of the Employer.
If, at any time during the progress of work, any error shall appear in the position, level or alignment of the Facilities, the Contractor shall forthwith notify the Project Manager of such error and, at its own expense, immediately rectify such error to the reasonable satisfaction of the Project Manager. If such error is based on incorrect data provided in writing by or on behalf of the Employer, the expense of rectifying the same shall be borne by the Employer.

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

32.1.3 LABOUR:

(a) The Contractor shall provide and employ on the Site in the work such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution of the Contract. The Contractor is encouraged to use local labour that has the necessary skills.

(b) Unless otherwise provided in the Contract, the Contractor shall be responsible for the recruitment, transportation, accommodation and catering of all labour, local or expatriate, required for the execution of the Contract and for all payments in connection therewith.

(c) The Contractor shall be responsible for obtaining all necessary permit(s) and/or visa(s) from the appropriate authorities for the entry of all labour and personnel to be employed on the Site into the country where the Site is located.

(d) The Contractor shall at its own expense provide the means of repatriation to all of its and its Subcontractor's personnel employed on the Contract at the Site to their various home Countries. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure. In the event that the Contractor defaults in providing such means of transportation and temporary maintenance, the Employer may provide the same to such personnel and recover the cost of doing so from the Contractor.

(e) The Contractor shall at all times during the progress of the Contract use its best endeavours to prevent any unlawful, riotous or disorderly conduct or behaviour by or amongst its employees and the labour of its Subcontractors.

(f) The Contractor shall, in all dealings with its labour and the labour of its Subcontractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labour.

32.2 CONTRACTOR'S EQUIPMENT:

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

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

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

32.3 SITE REGULATIONS AND SAFETY:

The Employer and the Contractor shall establish Site regulations setting out the rules to be observed in the execution of the Contract at the Site and shall comply therewith. The Contractor shall prepare and

submit to the Employer, with a copy to the Project Manager, proposed Site regulations for the Employer's approval, which approval shall not be unreasonably withheld.

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

32.4 OPPORTUNITIES FOR OTHER CONTRACTORS:

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

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

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

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

32.5 EMERGENCY WORK:

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

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

32.6 SITE CLEARANCE:

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

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

32.6.3 DISPOSAL OF SCRAP:

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

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

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

32.7 WATCHING AND LIGHTING:

The Contractor shall provide and maintain at its own expense all lighting, fencing, and watching when and where necessary for the proper execution and the protection of the Facilities, or for the safety of the employers and occupiers of adjacent property and for the safety of the public.

32.8 WORK AT NIGHT AND ON HOLIDAYS:

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

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

33. SETTLEMENT OF DISPUTES & ARBITRATION:

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 Aliproe Court (India)} only and no other Court, when resolution/settlement through mutual discussion and arbitration fails.

OTHER TERMS & CONDITIONS OF CONTRACT

1. EARNEST MONEY DEPOSIT (IF APPLICABLE):

Every tender must accompany 'Earnest Money' as mentioned in the Tender Notice/Enquiry in desired form as mentioned below without which the tender will not be accepted. The Earnest Money should be deposited in any of the following forms:

a) E-payment mode has been enabled. The bidders can pay the cost of bid document and the EMD through electronic mode i.e. credit card/ debit card/ net banking. Provision for NEFT/ RTGS has also been enable, moreover in case the bidder who do not have any credit card/ debit card or net banking facilities can use NEFT/ RTGS facilities for payment by downloading the challan from the web site and submit the same to nearest bank.

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

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

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

c) Earnest money can also be deposited through E-payment to Damodar Valley Corporation ,A/c No…….. ,Name of prescribed bank....., branch....., IFSC code No……., MICR code No……. The bidder is required to furnish the transaction reference No. for the e- payment made to DVC.

d) DVC Bonds duly endorsed in favour of DVC.

e) Attested photocopy of certificate issued by DVC as permanent EMD account holder.

f) Post Office National Savings Certificate having face value equal to the EMD value and duly endorsed in favour of DVC.

a) Pay Order/DD to be made in favour of Damodar Valley Corporation.

b) No Bank Guarantee shall be accepted for EMD amount up to Rs. 50,000/-However, EMD exceeding Rs.50000/- may be accepted in any of the above forms.

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

i) Earnest Money will be refunded only to the unsuccessful Tenderer within 15 days after finalisation of Tender and no interest will be paid for the same.

ii) The amount of Earnest Money will be refunded to the successful tenderer, after acceptance of their Security Deposit-cum-Performance B.G. / successful completion of the order.

iii) Small Scale Industries registered with NSIC shall be exempted from the payment of Earnest Money. Small Scale Industries seeking such exemption must enclose valid registration certificate from the appropriate Govt. authority giving details such as validity, stores etc., failing which exemption will not be granted.

2. OFFER VALIDITY:

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

3. PRICE BASIS:

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

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

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

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

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

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

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

4. TAXES, LEVIES AND DUTIES:

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

5. CLARIFICATIONS ON BID DOCUMENT:

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

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

6. AMENDMENT OF BIDDING DOCUMENTS:

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

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

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

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

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

7. PRICE BID EVALUATION PROCEDURE:
Please refer BID EVALUATION PROCEDURE (Price Part):

8. MOBILZATION ADVANCE/ADVANCE:

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

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

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

A clause in the tender enquiry to be incorporated that the interest free advance would be deemed as interest bearing advance at a base rate of SBI plus 3.5% if the contract is terminated due to default of the contractor. However rate of interest should be applied for calculation of interest on the advance amount in reset basis (i.e. not fixed rate of interest, it may go on changing during the period of advance remain unadjusted) based on the change of base rate time to time.

Advance should be recovered within the original completion time.

9. OTHER ADVANCE:

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

The payment of advance is normally discouraged. The advance payment, in exceptional cases, may be given to the extent of 10% of total ordered value against submission of a Bank Guarantee

of equivalent amount (on account of advance) and the same should have sufficient validity covering the full delivery period / full completion period and final payment thereof. Rate of interest of advance should be package specific and commensurate with the market rate.

10. PAYMENT THROUGH RTGS/NEFT:

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

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

11. PURCHASE PREFERENCE:

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

12. SOURCE OF SUPPLY:

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

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

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

Note for Procurement of Goods: -

Agents should only be as per the terms of the contract. Sub- contracting of the contract should normally not be allowed in procurement of goods.

Note for Procurement of Works:

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

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

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

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

Note for Procurement of Services:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Sub Vendor / vendors shall be approved by the Tender Accepting Authority/concerned CEs.

15. SPARE PARTS, OILS & LUBRICANTS:

Wherever applicable, the Vendor shall furnish item wise price list of spare parts required for two years operation of the equipment ordered. The Vendor shall also provide the necessary instructions and drawings to identify the spare part numbers and their location as well as an interchangeability chart. The Vendor shall recommend the quality of oils and lubricants required to be used to the operation of the equipment supplied under this Order for a continuous operation for a period of at least one year.

16. LIMITATIONS OF LIABILITY:

Except in cases of criminal negligence or wilful misconduct,

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

And

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

17. PACKING AND MARKING:

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

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

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

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

18. MODE OF DESPATCH:

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

19. ACCEPTANCES:

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

20. SETTLEMENT OF DISPUTES & ARBITRATION:

20.1. ADJUDICATOR:

20.1.1 If any dispute of any kind whatsoever shall arise between the Employer and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Facilities—whether during the progress of the Facilities or after their completion and whether before or after the termination, abandonment or breach of the Contract—the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute shall be referred in writing by either party to the Adjudicator, with a copy to the other party.

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

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

Adjudicator under the Contract. These costs shall be divided equally between the Employer and the Contractor.

20.2. ARBITRATION:

20. 2.1 If either the Employer or the Contractor is dissatisfied with the Adjudicator's decision, or if the Adjudicator fails to give a decision within twenty-eight (28) days of a dispute being referred to it, then either the Employer or the Contractor may, within fifty-six (56) days of such reference, give notice to the other party, with a copy for information to the Adjudicator, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

20.2.2 Any dispute in respect of which a notice of intention to commence arbitration has been given in accordance with GCC Sub-Clause 20.2.1 shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Facilities.

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

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

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

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

20.2.7 Arbitration proceedings shall be conducted as follows:-

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

Appointing Authority for third Arbitrator:

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

(ii) Rules of procedure for arbitration proceedings:

a) In case of a foreign contractor the arbitration proceeding shall be conducted in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976.

b) In case of an Indian Contractor, the arbitration proceedings shall be conducted in accordance with Indian Arbitration and Conciliation Act 1996. In case the Indian Contractor is an Indian Public Sector Enterprise /Government Department (but not a state Govt. Undertaking of Joint Sector Undertaking which is not a subsidiary of Central Govt. Undertaking), the dispute arising between the Employer and the Contractor shall be referred for resolution to a Permanent Arbitration machinery (PAM) of the Department of Public Enterprises, Government of India.
(iii) The Place for Arbitration shall be : Kolkata, India

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

20.2.9 The arbitrator(s) shall give reasoned award.

20.3. Notwithstanding any reference to the Adjudicator or arbitration herein,

(a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree

(b) The Employer shall pay the Contractor any monies due to the Contractor.

21. WORK PROGRAM:

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

21.2. PROGRAM OF PERFORMANCE:
Within twenty-eight (28) days after the date of Notification of Award of Contract, the Contractor shall prepare and submit to the Project Manager a detailed program of performance of the Contract, made in the form of PERT network and showing the sequence in which it proposes to design, manufacture/procure, transport, work at site as well as the date(s) by which the Contractor reasonably requires that the Employer shall have fulfilled its obligations under the Contract so as to enable the Contractor to execute the Contract in accordance with the program and to achieve Completion of the Facilities in accordance with the Contract. The program so submitted by the Contractor shall accord with the Time Schedule to the Contract Agreement and any other dates and periods specified in the Contract. The Contractor shall update and revise the program as and when appropriate or when required by the Project Manager, but without modification in the

Times for Completion given in the SCC and any extension granted in accordance with GCC Clause 23, and shall submit all such revisions to the Project Manager.

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

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

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

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

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

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

22**. TRANSFER OF OWNERSHIP:**

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

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

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

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

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

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

23. CHANGES IN THE FACILITIES:

23.1 INTRODUCING A CHANGE:

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

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

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

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

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

23.2 CHANGES ORIGINATING FROM EMPLOYER:

23.2.1 If the Employer proposes a Change pursuant to GCC Sub-Clause 23.1.1, it shall send to the Contractor a “Request for Change Proposal,” requiring the Contractor to prepare and furnish to the Project Manager as soon as reasonably practicable a “Change Proposal,” which shall include the following:

(a) brief description of the Change
(b) effect on the Time for Completion
(c) estimated cost of the Change
(d) effect on any other provisions of the Contract.

23.2.2 The pricing of any Change shall, as far as practicable, be calculated in accordance with the rates and prices included in the Contract. If the rates and prices of any change are not available in the Contract, the parties thereto shall agree on specific rates for the valuation of the Change.

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

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

such agreement, the Employer shall, if it intends to proceed with the Change, issue the Contractor with a Change Order.

If the Employer is unable to reach a decision within fourteen (14) days, it shall notify the Contractor with details of when the Contractor can expect a decision.

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

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

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

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

23.3 CHANGES ORIGINATING FROM CONTRACTOR:

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

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

24 TERMINATION:

24.1 TERMINATION FOR EMPLOYER'S CONVENIENCE:

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

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

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

(b) Terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d)(ii) below

(c) Remove all Contractor's Equipment from the Site, repatriate the Contractor's and its Subcontractors' personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition

(d) In addition, the Contractor, subject to the payment specified in GCC Sub-Clause 24.1.3, shall

(i) Deliver to the Employer the parts of the Facilities executed by the Contractor up to the date of termination

(ii) To the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Facilities and to the Plant and Equipment as at the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Subcontractors

(iii) Deliver to the Employer all non-proprietary drawings, specifications and other documents prepared by the Contractor or its Subcontractors as at the date of termination in connection with the Facilities.

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

(a) the Contract Price, properly attributable to the parts of the Facilities executed by the Contractor as of the date of termination

(b) the costs reasonably incurred by the Contractor in the removal of the Contractor's Equipment from the Site and in the repatriation of the Contractor's and its Subcontractors' personnel

(c) any amounts to be paid by the Contractor to its Subcontractors in connection with the termination of any subcontracts, including any cancellation charges

(d) costs incurred by the Contractor in protecting the Facilities and leaving the Site in a clean and safe condition pursuant to paragraph (a) of GCC Sub-Clause 24.1.2

(e) the cost of satisfying all other obligations, commitments and claims that the Contractor may in good faith have undertaken with third parties in connection with the Contract and that are not covered by paragraphs (a) through (d) above.

24.2 TERMINATION FOR CONTRACTOR'S DEFAULT:

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

(a) if the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt

(b) if the Contractor assigns or transfers the Contract or any right or interest therein in violation of the provision of GCC Clause 23 (Assignment).

(c) if the Contractor, in the judgement of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Sub-Clause:

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

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

24.2.2 If the Contractor

(a) has abandoned or repudiated the Contract
(b) has without valid reason failed to commence work on the Facilities promptly or has suspended (other than pursuant to GCC Sub-Clause 24.2) the progress of Contract performance for more than twenty-eight (28) days after receiving a written instruction from the Employer to proceed

(c) persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause

(d) refuses or is unable to provide sufficient materials, services or labour to execute and complete the Facilities in the manner specified in the program furnished under GCC Clause 21.2 (Program of Performance) at rates of progress that give reasonable assurance to the Employer that the Contractor can attain Completion of the Facilities by the Time for Completion as extended then the Employer may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the Employer may terminate the Contract forthwith by giving a notice of termination to the Contractor that refers to this GCC Sub-Clause 24.2.

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

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

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

(b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d) below

(c) deliver to the Employer the parts of the Facilities executed by the Contractor up to the date of termination

(d) to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Works and to the Plant and Equipment as at the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Subcontractors

(e) deliver to the Employer all drawings, specifications and other documents prepared by the Contractor or its Subcontractors as at the date of termination in connection with the Facilities.

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

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

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

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

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

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

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

24.3TERMINATION BY CONTRACTOR:

24.3.1 If

(a) the Employer has failed to pay the Contractor any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause pursuant to Terms and Procedures of Payment of the Contract Agreement, or commits a substantial breach of the Contract, the Contractor may give a notice to the Employer that requires payment of such sum, requires approval of such invoice or supporting documents, or specifies the breach and requires the Employer to remedy the same, as the case may be. If the Employer fails to pay such sum, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Contractor's notice, or

(b) the Contractor is unable to carry out any of its obligations under the Contract for any reason attributable to the Employer, including but not limited to the Employer's failure to provide possession of or access to the Site or other areas or failure to obtain any governmental permit necessary for the execution and/or completion of the Facilities which the Employer is required to obtain as per provision of the Contract or as per relevant applicable laws of the country, then the Contractor may give a notice to the Employer thereof, and if the Employer has failed to pay the outstanding sum, to approve the invoice or supporting documents, to give its reasons for withholding such approval, or to remedy the breach within twenty-eight (28) days of such notice, or if the Contractor is still unable to carry out any of its obligations under the Contract for any reason attributable to the Employer within twenty-eight (28) days of the said notice, the Contractor may by a further notice to the Employer referring to this GCC Sub-Clause 24.3.1, forthwith terminate the Contract.

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

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

(a) cease all further work, except for such work as may be necessary for the purpose of protecting that part of the Facilities already executed, or any work required leaving the Site in a clean and safe condition
(b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d)(ii)
(c) remove all Contractor's Equipment from the Site and repatriate the Contractor's and its Subcontractor's personnel from the Site

(d) In addition, the Contractor, subject to the payment specified in GCC Sub-Clause 24.3.4, shall
(i) deliver to the Employer the parts of the Facilities executed by the Contractor up to the date of termination

(ii) to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Facilities and to the Plant and Equipment as of the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Subcontractors

(iii) deliver to the Employer all drawings, specifications and other documents prepared by the Contractor or its Subcontractors as of the date of termination in connection with the Facilities.

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

24.3.5 Termination by the Contractor pursuant to this GCC Sub-Clause 24.3 is without prejudice to any other rights or remedies of the Contractor that may be exercised in lieu of or in addition to rights conferred by GCC Sub-Clause 24.3.
24.4 In this GCC Clause 24, the expression "Facilities executed" shall include all work executed, Installation Services provided, any or all Plant and Equipment acquired (or subject to a legally binding obligation to purchase) by the Contractor and used or intended to be used for the purpose of the Facilities, up to and including the date of termination.

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

25. CONFIDENTIAL INFORMATION:
25.1 The Employer and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information

furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Subcontractor(s) such documents, data and other information it receives from the Employer to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Contractor under this GCC Clause 25.

25.2 The Employer shall not use such documents, data and other information received from the Contractor for any purpose other than execution of the Contract and operation and maintenance of the Facilities. Similarly, the Contractor shall not use such documents, data and other information received from the Employer for any purpose other than the design, procurement, construction or such other work and services as are required for the performance of the Contract.

25.3 The obligation of a party under GCC Sub-Clauses 25.1 and 25.2 above, however, shall not apply to that information which

(a) now or hereafter enters the public domain through no fault of that party

(b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto

(c) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

25.4 The above provisions of this GCC Clause 25 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Facilities or any part thereof.

25.5 The provisions of this GCC Clause 25 shall survive termination, for whatever reason, of the Contract.

26. REPRESENTATIVES:

26.1 PROJECT MANAGER:

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

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

26.2 CONTRACTOR'S REPRESENTATIVE & CONSTRUCTION MANAGER:

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

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

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

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

26.2.3 The Contractor's Representative may, subject to the approval of the Employer (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Contractor's Representative, and shall specify the powers, functions and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to the Employer and the Project Manager.

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

26.2.3.1 Notwithstanding anything stated in GCC Sub-clause 26.1 and 26.2.1 above, for the purpose of execution of contract, the Employer and the Contractor shall finalise and agree to a Contract Co-ordination Procedure and all the communication under the Contract shall be in accordance with such Contract Co-ordination Procedure.

26.2.4 From the commencement of work at the Site until completion, the Contractor's Representative shall appoint a suitable person as the construction manager (hereinafter referred to as "the Construction

Manager"). The Construction Manager shall supervise all work done at the Site by the Contractor and shall be present at the Site throughout normal working hours except when on leave, sick or absent for reasons connected with the proper performance of the Contract. Whenever the Construction Manager is absent from the Site, a suitable person shall be appointed to act as his or her deputy.

26.2.5 The Employer may by notice to the Contractor object to any representative or person employed by the Contractor in the execution of the Contract who, in the reasonable opinion of the Employer, may behave inappropriately, may be incompetent or negligent, or may commit a serious breach of the Site regulations provided under GCC Sub-Clause 32.3. The Employer shall provide evidence of the same, whereupon the Contractor shall remove such person from the Facilities/Site.

26.2.6 If any representative or person employed by the Contractor is removed in accordance with GCC Sub-Clause 26.2.5, the Contractor shall, where required, promptly appoint a replacement.

Policy for withholding and Banning of Business Dealings

Debarment:

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

Debarment from Bidding: -

I. A bidder shall be debarred if he has been convicted of an offence-

a) Under the Prevention of Corruption Act, 1988; or

b) The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

II. A bidder debarred under sub-section (I) or any successor of the bidder shall not be eligible to participate in a procurement process of DVC for a period not exceeding three years commencing from the date of debarment.

Department of Commerce (DGS&D) will maintain such list which will also be displayed on the

website of DGS&D as well as Central Public Procurement Portal.

III. DVC may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. DVC will maintain such list which will also be displayed on its website.

IV. The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.

Guidelines on Debarment of firms from Bidding: -

A. The guidelines are classified under following two types: -

i. In cases where debarment is proposed to be limited to DVC, the appropriate Orders can be issued by DVC itself, thereby banning all its business dealing with the debarred firm.

ii. Where it is proposed to extend the debarment beyond the jurisdiction of DVC i.e. covering to all central Ministries/ Departments, the requisite Orders shall be issued by Department of Expenditure (DoE), Ministry of Finance (MoF).

A. Definitions:

1. Firm: The term 'firm' or 'bidder" has the same meaning for the purpose of these Guidelines, which includes an individual or person, a company, a cooperative society, a Hindu undivided family and an association or body of persons, whether incorporated or not, engaged in trade or business.

2. Allied firm: All concerns which come within the sphere of effective influence of the debarred firms shall be treated as allied firms. In determining this, the following factors may be taken into consideration:

a. Whether the management is common;

b. Majority interest in the management is held by the partners or directors of banned/suspended firm;

c. Substantial or majority shares are owned by the banned/ suspended firm and by virtue of this it has a controlling voice.

d. Directly or indirectly controls, or is controlled by or is under

common control with another bidder.

e. All successor firms will also be considered as allied firms.

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

B. Debarment of Firms only in DVC:

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

a. A bidder or any of its successors may be debarred from participating in any procurement process for a period not exceeding two years.

b. Firms will be debarred if it is determined that the bidder has breached the **code of integrity as mentioned in clause 2** below.

c. A bidder can also be debarred for any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of DVC, warrants debarment for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide "Bid Securing Declaration" etc.

d. Before issuing the debarment order against a firm, it is to be ensured that reasonable opportunity has been given to the concerned firm to represent against such debarment (including personal hearing, if requested by firm).

e. DVC will maintain list of debarred firms, which will also be displayed on its website and it shall not be circulated to other Ministries / Department. It will only be applicable to all establishment of DVC.

f. Debarment is an executive function and should not be allocated to Vigilance Department.

2. Code of Integrity is reproduced as under:

2.1 Public procurement is perceived to be prone to corruption and ethical risks. To mitigate this, the officials of DVC and the bidders/ suppliers/ contractors/ consultants/ service providers involved in procurement process must abide by the following Code of Integrity for Public Procurement (CIPP). All Procuring officials may be asked to sign declarations to this effect periodically and in various Procurement decisions (including Need Assessment). The bidders/ suppliers/ contractors/ consultants/ service providers should be asked to sign a declaration for abiding by a Code of Integrity for Public Procurement in registration applications and in bid documents, with a warning that, in case of any transgression of this code, its name is not only liable to be removed from the list of registered suppliers/ contractors/ consultants/ service providers, but it would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.

2.2 Procuring authorities as well as bidders, suppliers, contractors and consultants/ service providers should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

a) "**Corrupt practice**": making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;

b) "**Fraudulent practice**": any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;

c) "**Anti-competitive practice**": any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

d) "**Coercive practice**": harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

e) "**Conflict of interest**": participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of DVC who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from DVC with an intent to gain unfair advantage in the procurement process or for personal gain; and

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

Note on Conflict of Interest in case of consultants:

i) The consultant is required to provide professional, objective, and impartial advice, at all times holding the Procuring Entity's interests paramount, strictly avoiding conflicts with other

assignments or his/its own corporate interests, and acting without any consideration for future work.

ii) The consultant has an obligation to disclose to the Procuring Entity any situation of actual or potential conflict that impacts its/his capacity to serve the best interest of its client/Procuring Entity. Failure to disclose such situations may lead to the disqualification of the consultant or termination of its/his contract during execution of the assignment.

iii) Without limitation on the generality of the foregoing, and unless stated otherwise in the data sheet for the RfP document, the consultant shall not be hired under the circumstances set forth below:

a) **Conflicting activities**: a firm that has been engaged by the client to provide goods, works, or non-consultancy services for a project, or any of its affiliates, shall be disqualified from providing Consultancy service resulting from or directly related to those goods, works, or non- Consultancy services. Conversely, a firm hired to provide consultancy services for the preparation or implementation of a project, or any of its affiliates, shall be disqualified from subsequently providing goods or works or no consultancy services resulting from or directly related to the consultancy services for such preparation or implementation;

b) **Conflicting assignments**: Consultants (including its experts and sub-- consultants) or any of their affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultant for the same or for another Procuring Entity; and

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

2.3 Obligations for Proactive Disclosures:

i) Procuring authorities as well as bidders, suppliers, contractors and consultants/ service providers, are obliged under Code of Integrity for Public Procurement to suo-moto proactively declare any conflicts of interest (coming under the definition mentioned above — pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and

ii) Any bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity;

iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest may be evaluated and mitigation steps, if possible, may be taken by the Procuring Entity. Similarly, voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidders' actions in the tender and subsequent contract.

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

i) if his bids are under consideration in any procurement

a) Forfeiture or encashment of bid security

b) calling off of any pre-contract negotiations, and;

c) rejection and exclusion of the bidder from the procurement process

ii) if a contract has already been awarded

a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the Procuring Entity;

b) Forfeiture or encashment of any other security or bond relating to the procurement;

c) Recovery of payments made by the Procuring Entity along with interest thereon at the prevailing rate;

iii) Provisions in addition to above:

a) Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the Procuring Entity for a period not less than one year;

b) In case of anti-competitive practices, information for further processing may be filed under a signature of the Member (Secretary), DVC, with the Competition Commission of India;

c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

C. Debarment of Firms beyond the jurisdiction of DVC:

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

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

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

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

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

D. Effect of Debarment/ Banning:

1. No new contract of any kind whatsoever shall be placed to debarred firm including its allied firms after the issue of debarment order by 'any establishment of DVC' / 'Ministry of Power- Govt. of India' / 'Department of Expenditure (DoE), Ministry of Finance (MoF) – as displayed on Central Public Procurement Portal (CPPP)' and the ban / suspension is still in force.

Bids from only such firms shall be considered for placement of contract, which are neither debarred on the date of opening of techno-commercial bid nor debarred on the date of issuance of LOA/PO/Work Order/LOA-cum-Work Order. Even in the cases of risk purchase, no contract should be placed on such debarred firms.

2. If case, any debar firms has submitted the bid, the same will be ignored. In case such firm is lowest (L-1), next lowest firm shall be considered as L-1. Bid security submitted by such debarred firms shall be returned to them.

3. Existing Contracts before issuance of debarment order shall not be affected by the debarment orders.

4. The Debarment shall be automatically extended to all its allied firms. In case of joint venture/ consortium is debarred all partners will also stand debarred for the period specified in Debarment Order. The names of partners should be clearly specified in the "Debarment Order".

5. Debarment in any manner does not impact any other contractual or other legal rights of the procuring entities.

6. The period of debarment shall start from the date of issue of debarment order.

7. The Order of debarment will indicate the reason(s) in brief that lead to debarment of the firm.

8. Ordinarily, the period of debarment should not be less than six months.

9. In case of shortage of suppliers in a particular group, such debarments may also hurt the interest of procuring entities. In such cases, endeavor should be to pragmatically analyze the circumstances, try to reform the supplier and may get a written commitment from the supplier that its performance will improve.

C. Debarment Procedure:

(i) User department or Engineer in charge will move the case which will be processed by Concerned C&M Head for Contract issued from site / CMM for Contract issued by HQ and put up for approval from HOP in case the Contract issued from site / ED (C&M) in case the Contract issued from HQ, after vetting of Legal Department. In cases where investigation has been carried out by Vigilance Department or CBI etc. the Notice of default will also be vetted by vigilance department before issuance. However, where TAA is Board or Chairman approval from concerned Member to be obtained.

(ii)After obtaining approval, a Show Cause Notice will be issued by Concerned C&M Head for Contract issued from site / CMM for Contract issued by HQ indicating clearly and precisely the charges/misconduct which should be based on facts as can be proved as distinct from mere allegations.

(iii)The firm/contractor may be given a period of 30 days to submit their representation if any, against the Show Cause Notice, including personal hearing if requested by firm.

(iv)Thereafter, the appropriate debarment order may be issued by Concerned C&M Head for Contract issued from site / CMM for Contract issued by HQ, only after perusing the representation of the firm/contractor, if any, received in reply to Show Cause Notice incorporating the reasons for taking such action and vetting of Legal Department.

(v)In case no reply to show cause notice is received within stipulated time, appropriate speaking order for debarment shall be passed ex-parte.

(vi)The order must specifically mention the fact that the reply to the show cause Notice, if any, has been considered by the said authority. The ex-parte order shall contain the fact that the reply to show cause notice has not been received within stipulated time.

(vii)The entire process of banning to be completed within 45 days from the date of show cause notice.

D. Revocation of Debarment Orders by DVC:

1. An order for debarment passed shall be deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.

2. A debarment order may be revoked before the expiry of the Order only with the approval by Chairman, DVC, if it is of the opinion that the disability already suffered is adequate in the circumstances of the case or for any other reason.

3. If an approved/known vendor/enlisted contractor is debarred by DVC and his name is delisted from the form the list of approved/known vendors/enlisted contractors, the name of the firm/contractor may not be included/ registered after the debarment period is over, unless the concerned Executive Director is satisfied that the said firm/contractor should be included in the list of approved/ known vendors/enlisted contractor.

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

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

VOLUME - I

SECTION - IV

SPECIAL CONDITIONS OF CONTRACT (SCC)

SPECIAL CONDITIONS OF CONTRACT (SCC):

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

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

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

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

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

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

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

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

(ii) Specification and Drawings shall be as per Vol-II & Vol-III of this NIT.

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

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

(v) Price Basis:

PRICE VARIANCE CLAUSE: The price quoted by the bidder for this Annual Services Contract shall be subject to adjustment during pendency of the contract to reflect changes in the cost of skilled/unskilled labour in accordance with the procedures specified in PVC (Price Variation Clause) for labour cost against parts C, D & E under the scope of work as per the following:

Where, W1 = W0 * (F + Lb * L1/L0)

W0 = Base Contract Price as per the Work Order/Contract,
W1 = Adjusted/Updated Contract price for making payment,
Lb = Labour portion of the Contract which is 66%

F = Fixed portion of the Contract which is 34%,
L0 = Central Minimum Wages [including all components except Night Duty Allowance (wherever applicable)] for unskilled labour as per the prevailing rate as applicable on date of opening of Bid (as circulated by HR Deptt. of DVC time to time),
L1= Central Minimum Wages [including all components except Night Duty Allowance (wherever applicable)] for unskilled labour as per the prevailing rate as applicable on the month of execution of job (as circulated by HR Dept. of DVC time to time),

Price Adjustment under PV clause shall be both way i.e. '+' ve or '–' ve .

Night Duty Allowance (wherever applicable) will be paid extra as per the methodology as mentioned below: -

Documentary evidence towards making payment of Night Duty Allowance (wherever applicable) by the contractor to the Workers/Supervisors engaged in execution of the Work Orders/contracts, subject to maximum limit as stipulated in BOQ**. Night shift mandays will be 46 for Part C per day and 23 for Part D per day**

The Contractor is required to pay all the Statutory components of Central Wages [I.e. Basic, VDA, PF, ESI, Bonus, Retrenchment Benefit, Annual Leave Payment] as well as Non-Statutory components of wages [i.e. Holiday payment, Allowances @ Rs. 1000/26, Night Duty Allowance per effective night duty (wherever applicable) and overtime {if applicable, rate of overtime be double the rate of Minimum Wages (Basic +VDA) for the period of overtime}] as per the current prevailing rate as applicable (as circulated by DVC HR Dept. time to time) to their Workers/Supervisors engaged for execution of the said Work Orders/contracts.

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

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

(b) All taxes, duties, levies, royalties, fees, cess, etc in respect of the works and all other services to be done by the Contractor as per the NIT specifications and also taxes, duties, cess & levies as may be applicable on the materials used for the works shall be to the contractor's account & included in the Contract Price. The Contract price shall be inclusive of all taxes, duties, levies, royalty, cess, fees etc. but only excluding applicable GST and applicable toll, if any. Applicable GST limited to as quoted by the bidder and toll, if any, will be reimbursable extra on production of documentary evidence of payment.

However, if DVC pays any taxes, duties, levies, cess, etc directly to the concerned statutory

authorities, the same will be deducted from contractor`s bill.

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

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

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

(ix) A) TERMS AND PROCEDURES OF PAYMENT

Payment shall be made by DSTPS after submission of monthly bill by the agency along with all necessary documents.

(a) 90% payment on the measured work as specified under 'Measurement of work' shall be made against monthly running bills subject to deduction of the penalty (if any) and statutory taxes and duties after satisfactory completion of the jobs duly certified by DVC Engineer-in-Charge and acceptance of 10 % of the work order value in the form of SDBG towards Security Deposit Clause and execution of the agreement. Remaining 10% will be paid after completion of the contract subject to adjustment of penalty if any.

(b) No payment shall be made without acceptance of SDBG. All taxes and duties will be paid extra as per admissible prevailing rate along with the respective invoices. Statutory taxes whichever is applicable & penalties, if any, will be deducted from the bills. EPF & ESI clearance is mandatory.

(c) Three copies of the bill and the original copy pre-receipted with Revenue stamp should be submitted in each case.

NOTE:

Release of 1st Running Bill is subject to compliance of statutory condition like EPF/ ESI/ Labour License clearance by HR Dept. and Agreement against WO/ LOA placed.

B) PAYMENT PROCEDURES:

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

1. Payment Schedule

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

2. Due Dates for Payment

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

3. Mode of Payment

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

(x) SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE shall be as per the ITB of this NIT.

(xi) JV / Associate is not applicable for this tender.

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

Note for Procurement of Services:

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

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

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

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

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

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

(xiii) **GUARANTEE / WARRANTY:** Not applicable for this tender.

(xiv) **LIQUIDATED DAMAGE (L.D):** As per clause no. 13 under General Conditions of Contract (GCC), SECTION – III, VOLUME – I of this Tender Document.

(xv) PENALTY :

(A) Penalty for the Scope of Work under Part-B (Supervision of rakes):

Penalty due to receipt of stone along with coal

Penalty will be imposed on receiving of stone in a particular month in excess of the settled quantity mutually agreed by the coal companies and DSTPS w.r.t. the total coal received in that particular month as per the formula given bellow:

a) If the %age of stone (size above 250mm) receipt against the total coal receipt in a month is above 0.3% after deduction of Joint assessed stone (reconciled) by coal company, penalty @ Rs. 20,000/- for each 0.1% variation or part thereof will be applicable, i.e., if X is above 0.3%
Where,
X = {(Total stone (size above 250mm) receipt in a month – Joint assessed (Reconcilied) quantity of stone with coal co. in a month)*100}/Total coal receipt in a month.

b) Penalty for weight difference between loading end and DSTPS end on monthly basis:

- **Difference upto 0.8% : No penalty.**
- Difference above 0.8% to 1.3%: Penalty @ Rs. 15,000/- for each 0.1% increment or part thereof.
- Difference above 1.3%: Penalty @ Rs. 30,000/- for each 0.1% increment or part thereof.

c) Penal Overloading Charge (POL):

The party should supervise and ensure the rake loading in such a way so that coal rakes are neither under-loaded nor Over-loaded. In case of Over-loading of rake,

i. **100% of the total Overloading Charges/POL, excluding base freight & applicable GST, as claimed by Railway, shall be deducted from the running RA bill of the firm.**

ii. **100% of the total Pushback charges/penalty, excluding base freight & applicable GST, related to overloading of rakes as claimed by Railway shall be deducted from the running RA bill of the firm.**

d) Penalty for lack of supervision:

On visit to siding by DVC Officials of any plant, if no agency personnel is found during loading of DVC rake at siding, **no loading supervision charge will be paid for that rake by the respective DVC TPS against agency's RA bill**. Visiting DVC officials will intimate the concerned plant and agency immediately.
Above penalty clause shall not be applicable in case of diverted rake booked to other consumer and forced majeure conditions.

e) <u>Penalty for lack of sample supervision / delay in transportation of PH part coal sample:</u>

- If any loaded rake in the account of DVC-TPS is not sampled by the CIMFR/3rd Party intimation with reasons must be given to the respective plant FM and HQ Fuel failing which penalty @ Rs 500/- per occasion will be imposed on the party.
  Above penalty clause shall not apply in case of diverted rake booked to other consumer and in force majeure conditions.
- The agency representative should always insist for final sample preparation in 212 micron size before dividing lab sample into four parts. If the same is not done in any of the loading points, the party should intimate in writing (preferably by email) to the concerned person of plant FM with a copy to Corporate FM this status for taking up the issue with the coal companies /CIMFR. If no intimation is sent by the agency to plant FM then a penalty @ **Rs 500 per occasion** will be imposed.
- Delay in transportation of Power house part coal sample from colliery/ CIMFR end to respective power house end penalty will be as follows:-

  i) If PH part of coal sample supplied within 7 seven days of preparation- No penalty.
  ii) If PH part sample supplied in 8-15 days from preparation-penalty @ Rs1000/- per sample will be deducted.
  iii) If PH part sample supplied in more than15 days-penalty @ Rs 2000/- per sample will be deducted beyond 15 days of final sample preparation.

(B) <u>Penalty for the Scope of Work under Part-C (Unloading of rakes)</u>:

i) Penalty on account of delay in unloading (Part C) shall be determined by the Clause covering the "Demurrage" as hereunder and also by the conditions mentioned hereinafter:

(a) **<u>Detention Charge:</u>**

Wagon detention Charge:-

a-I) Railways impose penalty in the form of 'Demurrage Charges' accrued, mainly based on detention of wagons. The causes of detention of rakes are manifold like receipt of oversized coal, non-coal matters like Stone/ boulders etc. causing problem of evacuation, system failure (both Railways and DSTPS, CHP), are

few amongst many of the attributable causes. All the demurrage charges (beyond railway normal free time) including taxes and duties as imposed by railways time to time, for whatsoever reason, will be borne by the Contractor.

Engine detention charge:-

a-II) Railways impose penalty in the form of 'Engine detention Charges' (EDC) accrued, for BOBR wagons, mainly based on detention of Engine beyond normal free hours. The Engine detention charge (beyond railway normal free time) including taxes and duties as imposed by railways time to time, for whatsoever reason, will be borne by the Contractor. Unlike demurrage charge on detention of wagons there is no provision for waiver of Engine detention charge (BOBR Rakes) as claimed by Railway.

(b) Demurrage charges imposed by Railway is ex-parte in nature and is a subject to arbitration with the Railway authority for which there is a defined procedure and Railways have often been found to have taken care of factor attributable to Railways for granting waivers. Contractor may like to submit an appeal to DSTPS with supporting details and reasons for review by Railways. The net payable demurrage after review by Railway shall have to be borne by the Contractor.

(c) Power block in OHE Lines disrupting rail movement, coupling detachment, brake jamming, vacuum failure, railways signal and communication failure amongst others are the causes of detention mainly attributable to railways.

(d) Final settlement of payable demurrage charges on review by railways may take time. For the purpose of payment of monthly bills, the contractor is allowed the option of depositing a BG/Advanced Bank Draft worth Rs. **12,00,000/- (Rupees Twelve lakh) only** as caution deposit against likely demurrage charge payable, otherwise demurrage charges will be recovered from monthly RA bills subject to adjustment or refund after final settlement with Railways.

ii) Non-cleaning of Track Hopper as per direction of EIC, DSTPS or his representatives, a penalty of Rs. 1000/- per 50 meter of Track Hopper will be imposed per occasion and the same will be deducted from RA bill of the contractor.

iii) If stone/boulders/coal dust accumulated in the central gratings as well as side gratings & walkways and also over the beams are not removed as per direction of EIC, DSTPS or his representatives, a sum of Rs. 1000/- will be deducted from contractors RA bill per occasion.

iv) For non-removal of stone & boulders from outside Track Hopper/ Wagon Tippler, a penalty of Rs. 1000/- per occasion will be imposed and the same will be deducted from RA bill of the contractor.

v) If derailment takes place inside the track hoppers or wagon tippler and on the railway track inside plant premises during placement, shunting or unloading of coal rakes due to the reason of stone,

boulder, coal, improper cleaning of track, improper coupling of the wagons, faulty making and clamping of railway track at hand points etc. for the reasons attributable to the agency then 100% of the ART & TXR as well as damage charges, etc. as levied by the railways will be deducted from the agency's RA Bill.

vi) If any claim is lodged by the railways for damage of **wagons/engine** for the reasons attributable to the agency during unloading of BOBR/BOXN rakes, the same will be recovered from the RA Bills of the Contractor unconditionally.

vii) It is the prime responsibility of the contractor to unload a rake (specially,BOBR/BOXN) at the earliest for availability of coal and smooth running of units. If delay occurs during unloading of BOBR/BOXN rakes due to lack of infrastructure facilities (non-availability of BOB CAT/JCB/tools and tackles/ manpower etc.), a penalty in the tune of ₹ 5000/- (Rupees Five thousand only) per rake will be levied to the contractor for that particular rake and will be recovered accordingly from the monthly RA bill.

viii)In case, during shifting of stone/boulders from Track Hopper/Wagon Tippler to stone yard, it is found on inspection that coal is present with stone, a sum of Rs. 1000/- (one thousand) will be deducted from the Agency's RA bill per occasion.

ix) Penalty @ Rs 2000/- per rake for Non-submission/Unsigned/Untimely/Incomplete submission of Physical details noting of wagons for each rake shall be deducted from Agency's RA bills.

x) The agency has to engage full time permanent Site In-charge in consultation with DSTPS Authority for overall supervision of work round the clock. If full time Site In-charge is not available, then a lump-sum of Rs. 50,000/- per month will be deducted on pro-rata basis from the RA bill till engagement of full time Site In-charge.

xi) When there is any strike by Contractors/Contractors' labourer and unloading of coal rakes are hindered then penalty @ 10,000/- per day shall be deducted during such period on pro-rata basis from the firm's RA bill.

(xvi) The term "Notification of Award" in GCC shall be read as "Letter of Award".

(xvii) Completion period: One year (01) from the date of commencement of Work.

(xviii) The term "GCC clause 23" in GCC clause 21.2 (Program of Performance) of Others Terms & Conditions of Contract under GCC shall be read as "GCC clause 13.1".

(xix) The term "under GCC clause 13 (Time of Commencement and Completion)" in GCC clause 21.4

(Progress of Performance) of Others Terms & Conditions of Contract under GCC shall be read as **"under SCC clause (xvii)".**

(xx) Tolerance limit on Change in Contract Quantity/Facilities shall be as per clause no**. 24 of ITB** (Sec - II of Vol-I) of this NIT.

VOLUME - I

SECTION – V

BID FORMS AND PROCEDURES (BFP)

TABLE OF

BID FORMS AND PROCEDURES (BFP)

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11 Form for Acceptance of On Line Reverse e-Auction
12 Business Rules for On Line Reverse e-Auction
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17 Proforma of Integrity Pact
18 DVC's Banker Details
19 Bidder's Declaration On MII Policy

FORM NO 1. LETTER OF BID

(to be printed on the letter head of bidder)

Bid Proposal No: **Date:**

(*Bidder may use his own no.)*

To
The Chief Engineer (E),
C&M Department, 3rd Floor,
Damodar Valley Corporation,
DVC Towers, VIP Road, Kolkata
West Bengal, Pin: 700054
Sub: ‘ ’

Ref: 1. NIT No: ‘……...’

2. Tender Id No: ‘……..……..’

Dear Sirs,

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

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

OR

I/We are not covered under the provision of Micro Small and Medium Enterprise Act, 2006.This Bid and our written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any bid you receive.

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

Yours faithfully,

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

1. Name of Authorised Signatory:
2. Type of Authorisation:
3. Name of the Bidder:
4. Address:
5. E-Mail Address:
6. Mobile Number:
7. FAX Number:
8. Telephone Number:
9. Place:
10. Date:

FORM NO. 2. BID SECURITY- BANK GUARANTEE FORM

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

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

To,

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

BG No.:
Date:

Dear Sir.

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

Whereas to participate in the said tender for the following work:

…….(Name of the work)

It is a condition in the tender documents that the tenderer has to deposit Earnest Money amounting to Rs. …… in respect to the tender, with Damodar Valley Corporation (*) (hereinafter referred to as "Corporation") by a Bank Guarantee from a Nationalized Bank/ Schedule Bank/Foreign Bank irrevocable and operative till the validity of the offer (i.e. 180 days from the opening date 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 unrealized under the Guarantee.

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

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

Date …… (Signature) ……

Place …… (Printed Name) ……

(Designation) ……

(Bank's common seal) ……

In presence of:

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

(1) _____
(2) _____

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

FORM NO. 3: FORM OF CONTRACT AGREEMENT

DAMODAR VALLEY CORPORATION
AGREEMENT FOR CONTRACT

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

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

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

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

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

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

1) **DEFINATIONS**:-

a) "**Agreement**" shall be effective from the date of commencement of work as stipulated in the work order / Letter of Award (LOA).

b) "**Payment**" shall mean the amount payable as specified in relevant Clause of NIT/Order/GCC.

c) " **Premises**" shall mean the premises described in Schedule I.

d) "**Notice**" shall mean Notice complied with the terms of relevant Clause of NIT/Order/GCC.

e) "**Services**" shall mean the detailed scope of work as described in Schedule II.

f) "**Terms & Conditions"** shall mean the terms and conditions which are in the NIT and its subsequent amendments and the terms & conditions mentioned herein after and is binding on the parties.

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

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

b) The Party of the Second Part shall obtain at his own cost necessary permits or licenses etc as required under the various laws whether Central, State or Local from time to time for performing and rendering services and the Party of the First Part shall not take any liability whatsoever in this regard.

i) The Party of the Second Part has to obtain licenses/permits etc as applicable as mentioned above at the earliest of signing this Agreement.

ii) If the licenses/permits etc obtained by the Party of the Second Part are revoked and/or suspended and/or cancelled by the authority concerned and/or become invalid, the Agreement shall stand unilaterally terminated.

c) The Party of the Second Part shall at its own cost comply with the provisions of all laws, rules, orders and regulations and notifications whether Central or State or Local as applicable to him or to this Agreement from time to time. These Acts/Rules include, without limitations the following:

i) The Minimum Wages Act, 1948 & Rules and Orders and Notifications issued there under from time to time;

ii) The Contract Labour (Regulation & Abolition) Act, 1970 with Rules, Orders and Notification made there under;

iii) The Industrial Disputes Act, 1947 with Rules, Orders and Notifications issued there under from time to time;

iv) The Workmen's Compensation Act, 1923 with Rules, Orders and Notifications there under issued from time to time;

v) The Payment of Gratuity Act, 1972 with Rules, Orders and Notifications issued there under from time to time;

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

vii) The Employees' Provident Fund and Miscellaneous Provisions Act, 1952 with Rules, Orders and Notifications issued there under from time to time;
viii) The Factories Act, 1948 with Rules, Orders and Notifications issued there under from time to time;
ix) The Employees State Insurance Act, 1948 with Rules, Orders and Notifications issued there under from time to time.
x) All other Acts/Rules/Regulations, Bye-laws, Order, Notifications etc. already in vogue or may be enacted in future by the legislation or present or future Applicable to the Party of the Second Part from time to time for performing the aforesaid services.

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

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

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

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

3) <u>DEPLOYMENT OF EMPLOYEES BY THE PARTY OF THE SECOND PART</u>

a) The Party of the Second Part as and when required shall deploy his own employees for rendering satisfactory services.

b) b) There shall not subsist in any manner whatsoever any employer-employee relationship between the Party of the First Part and the workmen/employees employed and as and when deployed by the Party of the Second Part or the Party of the Second Part himself. The Party of the Second Part shall be responsible for appointments, payment of wages, compliances with all statutory formalities relating to the workmen/employees employed and deployed by it.

c) The Party of the Second Part shall conduct the work in the manner prescribed by the Party of the First Part and in the event of any deviation there from, the Party of the Second Part shall be responsible to make good the same within _____ (need based to be incorporated) from being intimated by the Party of the First Part. The Party of the Second Part shall supervise and control the manner and mode of working and also the working of the workmen as and when deployed

and there shall not be any supervision and control by the Party of the First Part over the employees/workmen employed by the Party of the Second Part.

d) The workmen/employees engaged and deployed by the Party of the Second Part shall observe discipline at all times and maintain decency and decorum during the course of their employment and the Party of the Second Part shall be fully responsible for the said workmen/employees.

e) The payment of wages, ESI, PF, bonuses and other benefits to the employees of the Party of the Second Part shall be the exclusive responsibility of the Party of the Second Part and the employees shall have no claim whatsoever on the Party of the First Part.

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

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

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

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

j) The Party of the Second part as and when employed workman shall be solely and wholly responsible for the safety & security of the employees employed by the Party of the Second Part. The Party of the Second Part shall also make adequate provision of insurance for the said employees at their own cost to cover them against the risk of accident and /or death in harness. In the event of any accident and/or death in harness, the Party of the Second Part shall pay proper compensation to the employees as per The Workmen's Compensation Act, 1923. The Party of the First Part will have no responsibility whatsoever, and will be kept fully indemnified and harmless.

k) The Party of the Second Part shall also be responsible for the property of the Party of the First Part and in case of any damage whatsoever, shall immediately repair/replace the damaged

property at their own cost and arrangement failing which Party of the First Part shall have right to recover the cost from the Party of the Second Part.

l) The Party of the Second part as and when employed workman in case of any act of indiscipline on the part of workmen/employees engaged by the Party of the Second Part, the Party of the Second Part shall take suitable action against the delinquent employees with proper intimation to the appropriate authority of the Party of the First Part.

m) The workmen/employees of the Party of the Second Part as and when employed by the Party of the Second Part including himself shall have no right and/or any right to access whatsoever to claim as an employment with the company of the Party of the First Part.

n) In case the workmen/employees engaged by the Party of the Second Part have any grievance they shall take it up with the Party of the Second Part without causing any disturbance in the premises of the Party of the First Part in any manner. Under no circumstances, shall the workmen engaged by the Party of the Second Part initiate or take part in any agitation or demonstration against the Party of the First Part.

o) If the process forming part of this Agreement is abolished by any provision of law or under Sec. 10 of the Contract Labour (R&A) Act, 1970 the workmen/employees of the Party of the Second Part shall not become the employees of the Principal Employer i.e. Party of the first Part.

p) During the terms of this Agreement the Party of the Second Part shall be an independent employer and not in any manner has any employer - employee relationship with the Party of the First Part and that of Principal to Principal.

4) <u>OBLIGATIONS OF THE PARTY OF THE FIRST PART</u>

a) The Party of the First Part shall permit the duly authorized workmen of the Party of the Second Part at all convenient times to enter into and upon the premises only on presentation of the approved gate passes as mentioned below, for the purpose of carrying out their work.

b) The Party of the First Part shall make to the Party of the Second Part all payments, as per Clause 10, throughout the term of this Agreement or so long the Agreement subsists or the Party of the Second Part performs its obligation under this Agreement.

5) COMPLETION The Work shall be deemed to have been completed on expiry of period of this Agreement and release of final payment to the Party of the Second Part by the Party of the First Part.

6) **PENALTY:** In terms of the General Terms of the Contract clause (as applicable as per the DVC's Contract and GCC)

7) **DELEGATION** (As Applicable)

8) **INDEMNITY** Party of the Second Part covenants and agrees to fully protect and hold the Party of the First Part, its employees and agents harmless against any claim, demand, actions, suits, proceedings, judgment, liabilities, costs, expenses, damages or losses.

9) **BILLS** The Party of the First Part reserves the right to require the Party of the Second Part to submit documentary evidence in support of the bills, including details of the work done, duly supported by the Certificate from the representative of the Party of the First Part in the first week of the following month. Party of the First Part also reserves the right to make at the earliest opportunity any adjustment which may be pending from the previous months.

10) **PAYMEN**T As per the relevant clauses of work order

11) **DURATION OF THE AGREEMENT**

a) This Agreement shall be effective from the date of commencement of the work as per the Work Order

b) The Agreement shall be deemed to expire on completion of the work and on compliance of all the statutory obligations by the Party of the Second Part as provided in for in the agreement, unless extended by both the parties in writing.

12) **CANCELLATION/TERMINATION**

As Per the Clause 28 of the General Conditions of the Contract.

13) **CONSEQUENCES OF TERMINATION**

a) In the event of this Agreement being determined whether by efflux of time or notice or breach or otherwise, the Party of the Second Part shall forthwith return to the Party of the First Part all the papers, books or other articles belonging to the Party of the First Part.

b) In the event of termination of this Agreement, the rights and obligations of the parties thereto shall be settled by mutual discussion. The financial settlement shall take into consideration not only the expenditure incurred but also the expenditure committed by the Party of the First Part.

c) In the event of termination of this Agreement, the Party of the Second Part shall be liable to refund the amount, if any, paid in advance to it by the Party of the First Part.

d) Either Party shall be entitled to exercise any one or more of the rights and remedies given to it under the terms of this Agreement and the determination of this Agreement shall not affect or

prejudice such rights and remedies and each party shall remain liable to perform all outstanding liabilities under this Agreement notwithstanding that the other may have exercised any one or more of the rights and remedies available against each other.

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

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

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

17) <u>SETTLEMENT OF DISPUTES AND ARBITRATION</u>

a) Any dispute(s) or difference(s) arising out, of or in connection with the contract shall, to the extent possible, be settled amicably between the Party of the First Part & Party of the Second Part.

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

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

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

18) <u>AMENDMENTS OF THE AGREEMENT</u>

No amendment or modification of this Agreement shall be valid unless the same is made in writing by both parties or their authorized representative and specifically stating the same to be an

amendment of this Agreement. The modifications / changes shall be effective from the date on which they are made/ executed, unless otherwise agreed to.

19) MISCELLANEOUS

a) The Party of the Second Part as and when required shall deploy as many in number -expert personnel and/or skilled/semi-skilled/unskilled workmen with adequate qualification and experience having appropriate level of acumen to carry out the job with entire satisfaction of the Party of the First Part.

b) No child labour shall be engaged by the contractor as per statutory rules of the Govt. of India.

c) The Party of the Second Part as and when employed their employees engaged in the job shall follow all safety rules at the time of execution of work. It shall be the responsibility of the contractor to supply all safety equipment necessary to their O&M personnel without any extra cost to DVC. All statutory rules & regulations shall have to be followed by the contractor during employment/retrenchment of his workers/employees.

d) As the plant site is a protected area, necessary gate passes with photograph of every worker/employee of the Party of the Second Part shall be arranged by the Party of the Second Part with proper intimation to the Party of the First Part. The expenditure of issuing the gate passes to the workmen shall be borne by the Party of the Second Part. The gate passes shall be duly signed by the Party of the Second Part with official seal in addition to the signature of the holder (employee of the Party of the Second Part) and the authorised officer of the Party of the First Part.

e) In case of sub-letting the contract, the sub-contractor shall be engaged with prior approval of the Party of the First Part and at full risk of the Party of the Second Part.

f) The Party of the Second Part shall not pay less than the prescribed minimum wages to the workmen engaged by him under the Minimum Wages Act, 1948 and the Govt. Rules made there under and subject to revision from time to time. The monthly payment is to be made on the 7th day of the successive month. The Party of the Second Part shall intimate the disbursement of payment to the authorized representative of Personnel Dept. of the Party of the First Part on 7th -10th day of the successive month.

g) Legal suits arising out of the Agreement, if any, are subject to the jurisdiction in the Court of the city of Kolkata and no other Court elsewhere.

h) The workers/employees engaged by the Party of the Second Part should not be under the influence or addiction of drug/liquor while on duty. It should be obligatory on the part of the Party

of the Second Part to remove any such person from the job whose action or conduct in the opinion of management of the Party of the First Part is detrimental to its interest.

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

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

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

20) <u>CHANGE OF ADDRESS</u>

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

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

SIGNED, SEALED AND DELIVERED

Party of the Second Part	Party of the First Part
in the presence of:-	in the presence of:
1.	1.
2.	2.

SCHEDULE - (I)

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

SCHEDULE - (II)

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

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

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

PROFORMA OF BANK GUARANTEE FOR

SECURITY DEPOSIT-CUM- PERFORMANCE GUARANTEE

Ref…… Bank Guarantee No…….

Date……..

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

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

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

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

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

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

(SIGNATURE) ……..

(NAME) ……..

(DESIGNATION WITH BANK STAMP)

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

DATED ……..……

In presence of

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

1) …….

…….....

2) …….

…….....

*Mention the relevant along with reference number.

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

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

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

(A) BANK GUARANTEE VERIFICATION CHECKLIST:

SL. NO.	CHECKLIST	YES	NO
1.	Does the bank guarantee compare verbatim with standard DVC Proforma for BG?		
2.(a)	Has the executing Officer of BG indicated his name designation & power o Attorney No./signing power number etc. on BG?		
2.(b)	Is each page of BG duly signed/initialed by the executant, and last page is signed will full particulars as required in the DVC 's standard proforma of BG and under the seal of the Bank?		
2.(c)	Is BG no. and date mentioned on all pages of the BG?		
2.(d)	Does the last page of the BG carry the signatures of two witnesses alongside the signature of the executing Bank Manager?		
3.(a)	Is the BG on non-judicial stamp paper of appropriate value?		
3.(b)	Is the date of sale of non-judicial stamp paper is issued not more than six months prior to the date of execution of BG?		

4.(a)	Are the factual details such has Bid Specification No./NIT No./ LOA No., contract price, etc. correct.?		
4.(b)	Whether overwriting/cutting if any on the BG authenticated under signature & seal of executants?		
5.	Is the amount and validity of BG in line with contract provisions?		
6.	Is the foreign bank guarantee, confirmed by a Nationalized/ Scheduled bank in India (as applicable)?		
7.	Whether the BG has been issued by a Nationalized Bank/Non-Nationalized Bank acceptable to DVC/Scheduled Bank in India (the applicability of the bank should be in line with the provisions of biddin documents?(On non-judicial stamp paper of appropriate value to be purchased in the name of the Bank).		

(B) <u>INSTRUCTION FOR FURNISHING BANK GUARANTEE:</u>

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

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

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

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

4. A Confirmation Letter of the concerned Bank must be furnished as a proof of genuineness of the Guarantee issued by them.

5. **Any B.G. if executed on Non-Judicial Stamp paper after 6(six) months of the purchase of such stamp paper shall be treated as Non-valid.**

6. Each page of the B.G. must bear signature and seal of the Bank and B.G. Number.

7. The contents of the B.G. shall be strictly as Proforma prescribed by D.V.C. in line with NIT/LOA etc. and must contain all factual details.

8. Any correction, deletion etc. in the B.G. should be authenticated by the Bank Officials signing the B.G.

9. In case of extension of a Contract/Bid validity period, the validity of the B.G. must be extended accordingly.

10. B.G. must be furnished within the stipulated period as mentioned in NIT/LOA etc.

11. Issuing Bank/The Contractor are requested to mention the NIT/LOA etc. reference along with the B.G. No. for making any future queries to D.V.C.

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

FORM NO. 6: FORM OF EXTENSION OF BANK GURANTEE

Ref. No. : Date…….

To,

*Damodar Valley Corporation,

Sub : Extension of Bank Guarantee No. _____ Dated _____for Rs. …… Favouring yourselves, expiring on …… on account of M/s …….. in respect of NIT/LOA, etc……Dated……..

(Hereinafter called original Bank Guarantee)

Dear Sirs,

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

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

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

Yours faithfully,

for…….

Manager/Agent/Accountant

Dated…….

SEAL OF BANK

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

Form No 7: PROFORMA FOR AFFIDAVIT TO BE SUBMITTED

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

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

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)

[on 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 fulfilment of eligibility criteria and qualification information of this Tender is complete, correct and true.

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

   OR

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

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

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

Sl. No.	Description	Max Marks	Marks Obtained
A	**Quality, Nos. and Workmanship in Work: Maximum 45 Marks**		
1	**Quality of manpower deployed** (As per the terms & condition of contract, NIT, including literacy, etc., if any) a. Skilled category (Either ITI holder, HP welders, Fitters, Gang head of erection team and /or selected by the concerned Engineer-in-Charge of DVC as per the experience and TEST conducted). b. Unskilled category (Stress on literacy level, experience and safety consciousness). c. Trained & Experience Engineers/qualified supervisor (BE/Diploma holder and/or selected by concerned Engineer-in-Charge of DVC, knowledge/relevant experience) d. Deployment/development of highly skilled specialist technicians for critical jobs (as and when required).	05 05 05 05	
2	Strictly following quality guidelines, quality plan(QAP) and/or checklist for each job, given by the concerned Engineer-in-Charge of DVC	10	
3	a. Repetition of job due to bad workmanship including defect liability (frequency of occurrence and compliance for rectification)	0 to	

	b. Improper use of DVC facilities (Example: Leaving junction boxes open after the job is over , keeping scrap, welding rod, cable & wire, etc.)	(-) 15	
4	a. Maintaining cleanliness at workplace while working (use of working trays, container etc.) b. Proper handling of grease, oil etc. (proper container, no spillage and contamination etc.) c. Cleaning the workplace including removal of scrap after completion of the job, removal of debris, etc.	06	
5	Use of proper tools and tackles applicable for a particular job	05	
6	Training of contractor's manpower at DVC training centre for at least 02 hours per fortnight.	04	
B	**Adhere to Time Schedule : Maximum 30 Marks**		
1	Availability of all tools and tackles (under the scope of contractor) without any time delay	05	
2	Mobilization of proper skilled and unskilled manpower without any time delay	05	
3	a. Completion of job/supply of materials within the time frame specified in the contract (wherever available)/ Project Milestone and Schedule. b. Advance Scheduling of jobs along with concerned Engineer-in-Charge of DVC before start of the job	10 05	
4	Mobilization time taken to start the job at the beginning of the contract after getting intimation from the concerned Engineer-in-Charge of DVC Promptness to call/start.	05	
C	**Adherence to Safety : Maximum 15 Marks**		
1	100% Supply of PPE & Uniform as identified in contract for workers	05	
2	Follow health and safety plan whatever layout by safety deptt. time to time	02	
3	Special care while working at heights (use of proper sized platform/safety belts, nets, etc.)	02	

4	Proper handling of material (while lifting heavy material at height) (Example: Use of cage/basket , checking of winch, crane, wire rope, etc.)	02	
5	Periodic testing of lifting tools and tackles which are at the contractor's scope inspection of tools and tackles before start of work and during the execution of contract whenever required	02	
6	Participation in Safety Awareness of the workers and training given by DVC and safety related records	01	
7	Promptness and responsiveness during emergencies	01	
8	Non-compliance of safety & requirements (depends on reports issued for violation of safety)	0 to (-)4	
D	**Responsiveness : Maximum 10 Marks**		
1	Ability to respond positively for changes in scope, schedules, manpower, providing scope and space to other contractors.	02	
2	Availability of the contractor/site-in-charge with adequate authorization and powers for execution of job. Site-in-charge response on Mobile/phone	02	
3	Attending Telephone calls both land line and mobile for 24X7 hrs	02	
4	Attending daily/weekly/monthly or other meetings	01	
5	Deployment of adequate and appropriate manpower from time to time	01	
6	Timely submission of check lists etc.	01	
7	Timely submission of bills, invoices and other required documents	01	
E	**Statutory Compliances : 0 to (-) 30 Marks**		
1	Complaints received from the contract workers regarding underpayment (les than statutory rates)/delayed payment, no payment)	0 to (-)10	
2	No Record of release of PF to workers and/or complaints received regarding the payment of PF	0 to (-)10	
3	Non compliance of Statutory Compliances	0 to (-)5	
4	Not obtained timely insurance coverage, ESI	0 to (-)5	

5	Illegal disposal of waste oils, scrapes or any other hazardous material	0 to (-)2	
	Total (A to E)	**100**	
F	**Bonus Points : 10 Marks**		
1	Special initiative taken for the welfare of the contract workers	03	
2	Showing interest to come out with suggestive innovative ideas	03	
3	To provide scope and space for the work of other agencies.	02	
4	Response to DVC Tender Enquiries	02	
5	Claims and dispute	0 to (-)3	
	TOTAL (A to F)		
G	**Total Marks obtained in the month**		
	Cumulative Marks up to Previous Month		
	Marks in this Month (Total A to F)		
	Cumulative Marks		
	Up to date Average Marks = Cumulative Marks Obtained / No. of Months		
NOTE : In case of Up to date Average Marks obtained above is 70 or below the Contractor shall not be recommended for issue of tender enquiry for similar nature of work.			

(Sign of concerned Engineer-in-Charge of DVC) **(Sign of Authorized Representative of Contractor)**

Contractor's Performance Rating

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

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

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

Recommendation Remark (If any) :

concerned Engineer-in-Charge of DVC:

Signature

Name

Designation

Head of Deptt :

Signature

Name

Designation

NOTE :

1. In case of up to date Performance Rating obtained above is **'Unsatisfactory'**, the Contractor shall not be recommended for issue of tender enquiry for a period as deemed fit not more than 2 years.
2. Enclose all the monthly filled up and Jointly Signed Performance Evaluation Form.
3. The above Performance Rating shall, generally, be given at the completion of contract period including its extension if any. However, if required, the same shall be given during the execution of work by the concerned Engineer-in-Charge of DVC.

(Sign of Authorized Representative of Contractor)

FORM NO.9: POWER OF ATTORNEY

(To be uploaded by the Digital Signature Certificate Holder)

ON NON JUDICIAL STAMP PAPER

TO WHOM IT MAY CONCERN

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

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

Thanking you

Yours faithfully

……..

<Signature of the Attesting Authority of the Company>

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

Attested by<Name of Attesting Authority>

……

……

Stamp

Notarized by

……

……

Stamp

FORM NO.10: NO RELATION CERTIFICATE

(To be submitted on Bidder's Letter Head)

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

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

Signature of the Contractor

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

(To be submitted on Bidder's Letter Head)

We, _____

(Supplier Name) having registered office at,

_____

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

Name & Designation**:**

e-mail ID **:**

Contact Phone Nos:

Address **:**

(Signature & Seal)

Place:

Date

12: BUSINESS RULES FOR ON LINE REVERSE e-AUCTION

1. Definition of Key Terms – Reverse e-Auction:

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

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

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

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

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

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

Preview Time: Preview Time refers to the period of time that is provided prior to the commencement of bidding. This is to facilitate approved participants to view the auction details such as item specifications, bidding details and bidding rules. The purpose is also to familiarize participants with the functionalities and screens of the auction mechanism. It is not mandatory for **https://etenders.gov.in/eprocure/app** to provide Preview Time.

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

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

Auto Extension of the Auction Timings: In the event of bids in the last few minutes of the scheduled bid time, the Bid Timings are automatically extended for a specified period from each such bid. Such Auto Extension shall continue until no bids are placed for the specified period (Engine remains inactive for the specified period). The Inactivity Time for Auto Extension purpose is normally 5 minutes. DVC / Service Provider however retain the right to change the same. The Inactivity Time applicable for the particular On-line Bid shall be communicated to the bidder if it will be set to a value less than 5 minutes.

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

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

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

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

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

2. <u>Schedule for On Line Reverse e-Auction:</u>

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: 02:00 pm
End Time: 03:00 pm

3. Bidding Extension Time:

a. 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**.
b. It may be noted that the auto-extension will take place only if a valid bid comes in those last 05 minutes.
c. 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.
d. The above process will continue till no bid is received in last 05 minutes which shall mark the completion of Reverse e-Auction.
e. 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:

a) All bidders shall submit their Initial Price Offer along with submission of Techno-Commercial bid as per schedule mentioned in Data Sheet online only.

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

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

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

e) Final price offer (L1 basis) from the techno-commercially qualified bidders (please see point no. 38 below) will be obtained through On Line Reverse e-Auction procedure on the e-platform of **https://etenders.gov.in/eprocure/app**.

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

g) During the On Line Reverse e-Auction the Qualified Bidders who are eligible for participating in

the Reverse e-Auction shall be permitted to place their Final Price Offers provided that the Bid Decrement shall be at least the **minimum decrement amount of 0.25% to 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 "**L_1Bidder**" and this continues as an iterative process.

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

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

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

l) All Bidders are advised to participate in the RA from their own office / own arrangement. In such an event the bidder has to make arrangement for ensuring connectivity throughout RA. For this option bidder shall be solely and exclusively responsible for ensuring continuance of connectivity. DVC shall, in no way, be responsible for the consequences arising out of disruption of connectivity. Service Provider shall in no way be responsible ensuring connectivity.

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

6. <u>Terms and Conditions for Reverse e-Auction:</u>

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

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

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

3) Bidders shall be assigned a Unique User Name &Password by DVC. Bidders are advised to change the Password after the receipt of initial Password from DVC to ensure confidentiality.

All bids made from the Login ID given to the bidders will be deemed to have been made by the bidders/ bidders' company.

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

(a) Start Price/Opening Price.
(b) Decrement value
(c) Rank of the bidder
(d) Current bid of the bidder
(e) Best Bid in the Bidding (Current L_1Price)
(f) Next Valid Bid (to be quoted in order to become L_1)

5) Upon receipt of the system report after completion of the Online Reverse e-Auction, Closing Price will be considered for further processing. DVC's decision on award of contract shall be final and binding on all the Bidders.

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

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

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

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

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

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

12) DVC will provide all necessary training and assistance before commencement of Reverse e-Auction. DVC, in case so required, shall arrange to demonstrate /train the bidder or bidder's nominated person(s), without any cost to bidders. DVC shall also explain the bidders, all the rules related to the Reverse e-Auction Rules to be adopted along with Reverse e-Auction Manual.

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

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

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

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

17) After conclusion of the Reverse e-Auction event, the lowest Bidder has to e-mail from its registered e-mail Id, "Final percentage (%) decrement as quoted" during the online Reverse e-Auction duly signed by the authorized person, in the prescribed Price Schedule- Excel Sheet format, within four (4) hours of Bidding End Time without fail.

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

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

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

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

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

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

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

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

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

27) Order shall be placed outside the e-portal &further processing of the order shall also be outside the system.

28) In case of any problem faced by the bidder **during the process of Reverse e-Auction**, bidders are advised to contact to Sk Nawajesh Rahman, e-mail: rnawajesh@gmail.com only with e-mailing the exact problem faced by the bidder.

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

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

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

32) For access to the Bidding site, the following URL is to be used: **https://dvc.e-auctions.in**. For user guidance please follow the manual which is there in the website.

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

34) In case user ID is locked, you are requested to call helpdesk as mentioned in IFB.

35) Final rate of individual items of the L1 bidder of Reverse e-Auction shall be calculated on the basis of same percentage (%) of reduction/ decrement for each items as that of received on item-wise price during the Reverse e-Auction from L_1 bidder (L_1 basis) over base price/opening price of Reverse e-Auction.

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

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

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

7. <u>User Help:</u>

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

13. DELETED

14. DELETED

15.DELETED

16.DELETED

FORM NO. 17:

INTEGRITY PACT

Between

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

AND

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

Preamble:

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

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

SECTION-1: COMMITMENTS OF THE PRINCIPAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION-4: COMPENSATION FOR DAMAGES

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

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

SECTION-5: PREVIOUS TRANSGRESSION

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

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

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

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

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

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

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

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

SECTION-8: INDEPENDENT EXTERNAL MONITOR

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

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Chairman, DVC.

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

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

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

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

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

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

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

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

Sl. No.	Name	Address	e-mail
1.	Shri Bam Bahadur Singh, Ex- CMD, MSTC	Flat No. 1802, Uniworld City, Newtown, Rajarhat, Kolkata, West Bengal, Pin-700160	bbsinghbeml@gmail.com
2.	Dr. Atanu Purkayastha, IAS (Retd.)	D II/113, Kaka Nagar, Dr. Zakir Hussain Road, New Delhi, Pin-110003	dratanu2011@gmail.com

SECTION- 9: PACT DURATION

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

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

SECTION-10: OTHER PROVISIONS

1. This agreement is subject to Indian law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Kolkata.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the contractor is a partnership or consortium, this agreement must be signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

5. Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

6. In the event of any contradiction between the Integrity Pact and its annexure, the clause in the Integrity Pact will prevail.

(For & on behalf of DVC) (For & on behalf of Bidder/Contractor)

(Office Seal) (Office Seal)

Witness 1: …….

(Name & Address) …….

Witness 2: …….

(Name & Address) …….

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

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

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

1.2 Wherever the Indian representative have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian

representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

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

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

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

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

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

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

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

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

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/ remuneration, if any,

reserved for the Tenderer in the quoted price (s), may be paid by DVC in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.

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

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

18. BANKER DETAILS

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

FORM NO. 19

CERTIFICATE

(Bidder's Letterhead)

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

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

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

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

Date:
Place:

(Authorised Signatory)
(Printed Name)

(Designation) ----------
(Name) ----------
Address----------
(Company Seal)

VOLUME - II

TECHNICAL SPECIFICATION

Scope of Work

NIT No.: DVC/Tender/Head Quarter/FUEL/CMM/Works and Service/00021 dated 11.10.22

SCOPE OF WORK AND SERVICES

Scope of Work:

The objective of the contract is to ensure adequate supply of desired quality sized coal for DSTPS and evacuation of the same with a minimum possible time at unloading point (Track Hopper/Wagon Tippler) to meet the requirement of DSTPS without incurring Demurrage and Engine Detention charges payable to railways.

1.1 THE SCOPE OF COMPOSITE WORK IS BROADLY CLASSIFIED AS:

PART A: Co-ordination with collieries (coal companies) and Railway authorities to ensure allotment and placement of BOBR and BOXN Indigenous Coal Rakes and co-ordinate movement of coal loaded rakes from loading point to DSTPS Siding.

PART B:**Supervise the loading** of Indigenous Coal into wagons (BOBR/BOXN) at loading end.

PART C: **Unloading of BOBR/BOXN** coal rakes at DSTPS Track Hopper /Wagon tippler for indigenous & imported coal, breaking of oversized coal and fed into the gratings and removal of stone/ boulders from Track Hopper/Wagon tippler gratings.

PART D: **Unloading of** Oil (LDO/FO/LVFO) from **BTPN** Tank wagons at DSTPS site to Main Storage Tank Including operation of oil pumps and up-keeping adjacent to Fuel Oil unloading pump house, oil Unloading site and M.S.T area

OPTIONAL WORK:

PART E: Maintenance of all Pumps in Fuel oil unloading Pump house, dewatering pumps, oil water separator pumps, Fuel oil unloading spurs, all pneumatic, Electrically operated and manual valves and all associated system and auxiliaries of oil unloading pump house as and when required.

ANNEXURE – I

1.0 SYSTEM DESCRIPTION:

i) DSTPS Track Hopper is connected with Andal Railway station by a stretch of 05 KM (approx.) single line Railway track with provision for waiting bay/shunting bay at two locations en-route for movement Coal Rakes.

ii) Track hopper: Length - 250M, Width 6M and Capacity of hopper 5500 MT. Steel Grating over hopper: 350mmX350mm mesh. Rake placement: 23 Nos. wagons in one placement.

iii) Wagon Tippler: Capacity - 20 Tips/Hour (Rated), Platform Length - 16.76 M, Maximum Angle of Rotation: 155^0, Steel Grating over hopper: 300mmX300mm mesh.

iv) No of wagon in each rake remains 59 normally, but may vary between 52 to 62.

v) At present DSTPS has FSA with BCCL, ECL and MCL for supply of 17,56,000, 5,56,000 and 14,13,000 MT coal per annum respectively, i.e. all together 37,25,000 MT. However this quantity may be revised/shifted/pooled from other power house of DVC, time to time after shifting of ACQ from other plants of DVC / program given by HQ, Fuel / unconnected rakes etc.

Note: the firm may visit the site at their own cost to apprise themselves of site condition prior to submission of offer and may like to seek for pre bid clarification if they so desire.

2.1 SCOPE OF WORK UNDER PART A:

(PART A: Co-ordination with collieries (coal companies) and Railways authorities to ensure allotment and placement of BOBR and BOXN Indigenous Coal Rakes and co-ordinate movement of coal loaded rakes from loading point to DSTPS Siding.)

General scope of work:

(a) Availability of coal with present FSA and Flexi-utilisation under FSA as well as coal requirement of DSTPS. Besides DVC may participate for Sp. forward e-auction, spot auction or other modality as notified by MoP/MoC, CIL etc to meet the coal required for generation at DSTPS.

(b) Agency is required to co-ordinate with Collieries/Coal Companies and Railway authorities to ensure allotment and placement of BOBR/BOXN Indigenous Coal Rakes and also co-ordinate movement of coal loaded rakes from loading point to unloading point.

(c) Agency has to make arrangement for collection of rake programme from DVC HQ to ensure sanctioning the rake programme from different authorities of coal companies as well as railways, collect the sanctioned rake programmes from coal companies/railways, submit the sanctioned programmes to DVC HQ, Coal Co-ordination, Maithon and DSTPS. In case of non-availability of e-demand system in FOIS, the agency shall submit and facilitate monthly rake programme to ED(RM), Kolkata in consultation with DVC HQ as well as Field level Executives.

(d) The agency has to make arrangement for allocation of coal rakes as per program vis-a-vis as per requirement of plants. The agency should monitor & pursue daily offer given by Coal Companies as per plant requirement and pursue railway authorities for daily programme, allotment & empty wagon placement for materialization.

(e) The party has to make arrangement for placement of empty rakes at the collieries siding by the concerned railway. The party has to inform the loading end supervision & sampling team about programme (offer and allotment on daily basis through mail/Whatsapp) and placement of empty wagons so that quick loading can be done and rake movement in the circuit for DVC can be increased. The agency has to co-ordinate with Railways to ensure dispatch of rake immediately on completion of loading and sampling activities.
The agency has to ensure supply of coal rakes as per plant requirement on daily basis with reasonable interval throughout the day as far as possible to maintain uninterrupted generation of power to meet up the demand of the system and avoiding bunching of coal rakes at unloading end.

Witnessing weighment of coal loaded rakes is must at colliery end weighbridge and send the weighment details of each coal rake on account of DSTPS by E-mail to the concerned Engineer-In –Charge. Soft copy should be reach by the same day;

The agency will give marking with dust limestone on top of the loaded wagons, if required. Also the agency will cover the top of loaded wagons with Tripal/ tarpaulin if requIred as per Railways directives/as per pollution norms.

The agency has to co-ordinate movement of loaded coal rakes from colliery siding to DSTPS by close monitoring with Railway authorities to ensure availability of engine and crew, avoid detention en-route, timely placement of loaded rakes at DSTPS track hopper and wagon tippler at regular interval thereby avoiding unnecessary detention and bunching of coal rakes.

(f) Effort shall be made by the agency for dispatch of required number of coal rakes from various coal companies for balanced materialization against sanctioned rake programme which will be intimated to DSTPS authority on regular basis to meet the coal requirement at DSTPS. It is mandatory on the part of the agency to have close co-ordination with both Railways at local/division/zonal levels as well as colliery authorities, at local, area as well as HQ level of Coal Cos & CIL as deemed appropriate for placement and movement of rakes. The representatives of the agency shall interact and report to the concerned officials of DSTPS at plant level/ HQ Fuel / Coal Co-ordination, Maithon on daily basis regarding program of rake loading and movement of coal rakes to DSTPS so as to ensure maximum % of materialization of coal

linkages from each concerned coal companies and also additional quantity of coal as may be required for un-interrupted operation of the plant.

(g) It is the due responsibilities of the contractor to collect the coal bill from the coal companies and submit the same along with respective original RR copy and other related documents at DSTPS Fuel office within 7-10 days from the receipt of the rake. Necessary authorization will be given by DSTPS for execution of the same.

(h) All information's regarding rake program, placement, loading & movement of rakes are to be informed daily/timely and rake to rake basis to DSTPS, HQ-Fuel & Coal Coordination Dept., DVC, Maithon authorities.

(i) The agency shall submit monthly statement of Rakes loaded for DSTPS with details of wagon nos, weighment and observation if any along with rake wise, grade wise dispatch details and name of colliery to DSTPS. The party has to collect details of rake rebooked to DSTPS and submit the details to HQ and DSTPS. The agency shall assist DSTPS for reconciliation of coal supplies with Railways and coal companies.

(j) Agency shall always be vigilant enough about the route/loading restrictions and allotment limitations imposed by the railways due to blockage of route, paucity of wagons, engines etc. and to keep authorities duly informed on day to day basis.

(k) Agency will help DSTPS authorities for the selection of collieries for supply of cost effective lower grade sized coal to the plant whenever required and would arrange the supply of coal from the collieries.

(l) Agency shall intimate to DSTPS representatives, Coal Co-ordination Maithon & HQ DVC regarding the daily dispatch position of the rakes booked for DSTPS incorporating following details by SMS/Whatsapp/e-mail /any mode:

1) Coal company wise & Rake wise, grade wise details loaded on previous day by 08:00 am.
2) Coal Company wise expected no of rakes to be received between 00:00 hrs to 24:00 hr. on day of reporting.
3) Status of rakes booked but not dispatched or remaining stable at any railway station.
4) Status of diverted rakes to other TPS either in DVC or outside DVC, if any. The agency should also detect where the diverted rake is placed. The agency is required to submit monthly missing and unconnected wagon statement for railway reconciliation.
5) The Agency shall ensure that the wagons/rakes which are booked for the respective TPS are not diverted by the Railway authorities unless consent is given from DVC official (plant level/HQ). The Agency shall convince the railway authorities on behalf of DSTPS not to divert any of the rakes allotted and booked. Despite these efforts if the railway authorities divert any of the rakes the agency shall immediately inform DSTPS and HQ-Fuel, DVC.
6) Agency has to submit daily report at 8AM & 5PM and also as and when required as per following format or any other format given by DVCTPs official & Fuel-HQ & Coal Co-ordination Maithon:

Allotment & Placement of Coal Rake. Report date & Time:

TPS	Coal Co	Siding	Colliery	Grade of Coal	Allotment date & time	Placement Date & time	Loading completion Date & time	Drawal of Loaded rake Date & time	Remarks

(o) The agency has to co-ordinate with Railway driver, Guards, Shunt man, Station manager, Goods clerk, Traffic, other operation & commercial personnel to facilitate unhindered evacuation through system.

(p) Adequate managerial staff has to be deputed by the Agency for co-ordination with different Railways, Viz. East Central Railways (Divnl. Office at Dhanbad), South Eastern Railways (Divnl. Office at Adra), Eastern Railways (Divnl. Office at Asansol), and also with Koyla Bhaban, BCCL at Dhanbad, CCL head Quarters Ranchi, ECL Head Quarters, Sanctoria, and if required other Rly. Divisional offices/HQs & Coal Cos. for timely placement and smooth movement of BOBR/BOXN Coal rakes. Besides this, representatives of the Agency should be posted nearby serving station on round the clock basis for co-ordination with Railways & DSTPS for better monitoring.

2.2 SCOPE OF WORK UNDER PART B:

(PART B: Supervise the loading of Indigenous Coal into wagons (BOBR/BOXN) at loading end)

a) The contractor shall be responsible to ensure supply of coal by CoalCompany for contracted quantity, proper quality, grade and size of the coal from the linked collieries/sidings and transportation thereof by Indian Railways to the power station, so as to maintain the uninterrupted generation of power to meet the demand of the system.

b) The contractor shall supervise and ensure that the coal in proper quantity and quality is loaded to the full carrying capacity of wagons, up to prescribed limits, which can be safely unloaded at the destination. Coal shall not be loaded in defective wagons.

c) The agency has to monitor quality of coal being loaded from different collieries/sidings of M/s BCCL, CCL, ECL & MCL etc. so as to ensure good quality, sized coal (100 mm X 100 mm), free from stone /boulders, shale, loose slurry, lumps, clay, mud, soil, excessive moisture and other extraneous materials, as far as possible, for loading into BOBR/BOX-N rakes to be dispatched to DVC TPSs.

d) In the event of loading of inferior quality of coal by the coal companies, the loading supervision agency will lodge complaints/protests with the coal companies and will maintain

a record for such complaints / protests and will arrange for rectification at the earliest. They will keep DVC power stations informed regarding complaints lodged and action taken and resumption of coal supplies after rectification. In case of loading of poor quality of coal (containing stone,boulders, shale,soil, sludge, mud etc.), penalty will be imposed as per penalty clause.

e) The agency shall supervise and monitor the Grade/s of Coal being loaded at loading ends and inform it to unloading end through e-mail/Whatsapp etc. The contractor should submit wagon wise reports for grades of coal loaded in the rakes. In case of multi-grade loading/part loading at loading ends, report of nos. of wagons loaded with different grades/sources of coal in a rake should be submitted at unloading end through e-mail etc. before placement of the rake for unloading.

f) Coal should be loaded as per permissible carrying capacity of wagons in such a way that Under-loading/Overloading is avoided. Penalties on account of overloading (POL) / backward movement for removing excess loading or idle freight are minimized. In case of Over-loading of rake, POL/Push back amount, if any, excluding base freight & GST thereof, as claimed by the Railways, has to be borne by the loading end supervision agency unconditionally otherwise penalty will be imposed as per penalty clause. The agency should mark on top of the loaded wagons with dust lime stone.

g) Witnessing of coal sample collection during/after loading of coal, on behalf of DVC representative, monitoring of sample preparation at siding /sample storage facility/chemical lab by the third party agency, timely collection of power house part sample and handing over of the same to concerned DVC Power Plant within 07 days of sample preparation by M/s CIMFR / TSP are the responsibilities of the contractor. It is also the responsibility of the contractor to witness coding of referee samples and witness transport of the challenged referee part sample to the designated referral laboratory as per instruction of the EIC of DVC Power Plant as and when required.

h) The agency shall have to keep DVC Power Plants informed about the status of the weigh bridges operating at railway sidings of coal fields on regular basis. The Party shall / witness recording of weighment of every rake by weigh bridges of Coal Companies / Railways. If any defect is found in the weighment at loading end, the Contractor must immediately report the problem to concerned Coal Company/ Railway for necessary corrective action with prior intimation to DVC Power Plants. The contractor has to make a list of loading end weigh bridges calibration schedule and representatives of the Contractor should witness the periodical stamping of weighbridges of the Coal Company/Railways by the Department of Legal Metrology of the respective State Governments. Contractor has to ensure correct weighment of wagons at loading end so that weight difference of loading end and unloading end is not more than **0.8%**. All payments to the Contractor will be made on the basis of unloading / receiving end weight except in case RR /loading end weight is less than unloading end, in such case RR/Loading end weight will be considered**.**

i) The agency has to deploy adequate manpower at loading Sidings/Collieries for loading of sized coal free from stone/boulder/shale, oversized coal, wet, sticky/muddy coal and other extraneous materials etc.The contact numbers and e-mail IDs of all personnel engaged in

the loading end supervision should be provided to DVC HQ, DVC Power Plants and DVC Coal Coordination, Maithon by the contractor before commencement of the work.

j) The agency is required to inform the following matter to DVC Power Plants as well as the HQ-Fuel/Coal Coordination Maithon on daily basis-

i) Quality of coal and complaints made thereof, if any/information of loading stones / boulders (if any) with coal.

ii) Information about rakes being loaded at different Rly. Sidings and programme of their dispatch to DVC Power Plants as well as rakes in the pipeline.

k) In order to ensure the quality of coal, the Contractor will have to monitor loading of coal in the wagons at loading point itself. The contractor must put efforts to ensure the wagons are loaded with quality coal as per declared grades from the mines / sidings excluding stone/boulder/shale, burnt coal, impurities, extraneous materials etc. The contractor should put effort so that sized coal (100 mm X 100 mm) without extraneous materials (as far as possible) is loaded in the wagons for dispatch to DVC Power Plants. If the proper quality of coal is not available at the siding, then the contractor must lodge a complaint with the colliery/siding officials and the same must be reported to DVC Power Plants representatives as well as Coal Coordination Group at Maithon immediately and loading of such coal may be stopped. Representatives of the agency must register complaint in the complaint book kept at the siding and to the Quality control deptt. Of colliery/siding/area/HQ of coal company and maintain records of such complaints. The records may be sought by DVC HQ/ DVC Power Plants / DVC Coal Coordination Group as per requirement. Failure to submit documents as sought by the DVC HQ., DVC Power Station/Coal Coordination Group may invoke penalty.

l) The agency shall follow up with Coal Companies to ensure that the crushing and screening arrangements at the collieries are always in working condition. In the event of outage or failure of the said arrangement at loading end, the party shall immediately lodge a complaint with the concerned authorities of collieries/ sidings/Area/ Coal Company M&S and quality control deptt. with due intimation to the DVC HQ., DVC Power Station/Coal Co-ordination Group and follow up for necessary rectification of the defects with the loading end authority without any delay.

m) In order to have up-to-date information about movement of rakes on daily basis to DVC Power Plants, the Contractor has to inform the following matters on daily basis through e-mails/ whatsapp etc. to concerned Engineer-in-charge (EIC) at DVC Power Plants:-

1) Rakes placed at different colliery/siding for loading.
2) Quality of coal and complaints made thereof.
3) R.R. Nos. and weight of the rakes with wagon nos.
4) Rake wise sampling details for DVC Power Plant bound coal rake should be communicated to Engineer-In- Charge on daily basis.

n) The agency will submit a composite statement to DVC Power Plant on fortnightly basis through e-mails as follows:-
   1) Number of rakes loaded along with rake wise reports of grades of coal loaded in the rake as described above.
   2) Number of rakes which has actually reached destination.
   3) Records of no. of samples collected & prepared grade wise, Source wise, (Area-wise/ Colliery wise) should be compiled and report of same needs to be submitted to the plant Engineer-In-Charge through e-mails.

o) The firm shall lodge complaints with coal companies/Railways / other concerned civil authorities of the area/locality where pilferage /theft of coal have been detected within 24 hrs. after detection with a copy to respective plant head of DVC under intimation to the Chief Engineer (Fuel) of DVC, HQ., Kolkata / Coal Coordination Deptt, DVC, Maithon . The firm shall maintain its offices at DSTPS for liaisoning with Power Station authorities.

2.3 Part C: Unloading of BOBR coal rakes at Track Hopper & BOX-N Coal Rakes at Wagon Tippler at DVC Power Plants:

Scope of work for Part C:

(PART C: Unloading of BOBR/BOXN coal rakes at DSTPS Track Hopper/ Wagon TIPPLER for indigenous & imported coal, breaking of oversized coal and fed into the gratings and removal of stone/ boulders from Track Hopper gratings.

a) Quantity of coal per month to be unloaded : As per FSA & Bridge linkage, FSA under Flexi-utilisation, MoU, revised FSA etc. including shifted or Pooled quantity from other power house of DVC/MOU/ Imported coal quota/unconnected rakes etc. received at DVC Power Plant during the contract period.

b) On arrival of the rakes water spraying is to be done on the wagons during dry season for suppression of dust as per requirement. However, excessive water spraying should be avoided.

c) After placement of BOBR rakes in the track hopper, arrangements shall be made for evacuation of wagons by way of fitting compressed air hose pipe to each wagon operating cylinder for opening respective bottom discharge gates. The bottom discharge doors must be closed properly after total emptying of the wagons. The compressed air required for the opening/closing of bottom discharge gate will be supplied by the Compressor installed for the purpose. Operation of the compressors is to be done by the rake Unloading agency. Release of brakes, if required on the Hopper is to be done by the Contractor. After unloading wagons gate should be closed properly,

Similarly, after placement of BOX-N rakes at track hopper, if required as per site situation, all doors of the wagon are to be opened for clearing of coal into the gratings with the help of shovel / belcha. For this purpose sufficient manpower with tools & tackles are to be engaged so that unloading time can be minimized.

In case of placement of BOX-N wagons at wagon tippler, coupling / decoupling of engine and wagons to be carried out by the firm. Side arm charger may be used wherever available.. Release of brakes of the wagon is to be done after decoupling of the engine. During tippling, removal of boulders / stones from gratings and poking of coal inside the hopper has to be done by the agency. Proper coordination with operation people in wagon tippler during tippling is to be done. After unloading of wagons, hose pipe connections, coupling of wagons to be done. All the doors of the BOX- N wagons should be properly closed after completion of unloading.

The firm has to ensure unloading of coal rakes without damaging wagons/wagon tippler and other associated equipment. The agency has to ensure that no residual coal is left in any wagon.

d) In order to ensure proper flow of coal through existing gratings of track hopper/Wagon Tippler during evacuation of wagon, the agency shall mobilize all resources for evacuation of loaded wagons efficiently even under any critical situation. Improper mixing of non-coal matters with coal is although not an uncommon feature so the agency should be prepared for handling all kind of eventualities. To fulfil 'site requirement', contractor has to arrange additional manpower for unloading of coal from BOX-N/ BOBR wagons as per the direction of EIC or his authorized representatives. 'Site requirements' may include circumstances of wet & sticky coal, big sized stone/boulders, hot & pressed coal (in case of import).

Proper flow of coal from track hoppers to the paddle feeders has to be ensured by regular removal of arching of coal in the track hopper and its wall, with better utilization of resources and efficient use of tools and tackles as required. For handling sticky/ arched coal in the wagons, the workers, if required, have to be engaged by the Contractor inside those wagons for quick evacuation after taking shutdown of the overhead traction line. Standard O&M safety practices as laid down in DVC safety manual followed by additional safety instructions, if any, has to be adhered to strictly at no extra cost to DVC.

e) The contractor should also be equipped with adequate monsoon preparedness so that unloading of coal rakes is carried out smoothly within railway free time.

f) BOB CAT, JCB, required tools & tackles, poking pipes, safety equipment along with sufficient manpower required for execution of the job are to be supplied by the Contractor at their own cost and arrangement. Contractor shall supply the air hose pipes required for unloading of wagons. The agency has to provide suitable number of pneumatic/ motorized /manual hammers at their own cost for breaking the oversized coal received with the rail borne coal, if any. Required no. of flexible air hose pipes/ electric wires with extension board etc. needed for operation of the said pneumatic/motorised hammers shall also be

arranged by the contractor at their own cost. Compressed air manifold/power points for above operation shall be provided by DVC-TPS.

g) The coal wagons have to be emptied fully and no residual Coal should be left in any wagons. This should be ensured physically by the Contractor before closing of bottom discharge gates. In case cleanliness of the Track hopper is not found satisfactory penalty will be imposed as per the Penalty clause stated herein after.

h) The Contractor has to ensure that no workers are working beneath or in the close vicinity of the wagons before giving clearance for shunting.

i) The contractor has to mobilize adequate infrastructural facilities / resources immediately after placement of the rake and deploy the manpower for the job. All safety measures are to be taken care of by the Contractor during execution of the job and movements of the rakes on the track hoppers so that no accident occurs. In case of any accident arising during execution of the job, the Contractor shall be fully responsible. DVC will have no responsibility whatsoever and shall be kept fully indemnified.

j) Every day at morning (9:00 am to 9:30 am), Track Hopper/ Wagon Tippler will be jointly inspected by SE (FM) or his authorized representative for cleanliness of the Track hopper/ Wagon Tippler area. In case cleanliness of the Track Hopper/ Wagon Tippler area is not found satisfactory, penalty will be imposed as per Penalty Clause stated herein after.

k) The Contractor shall ensure that no demurrage charge is required to be paid to the Railway Authority on account of delay in evacuation of wagons beyond specified free time provided by the railways for such job. At present free time allowed by the railways for evacuation of each BOBR coal rake within 02 (two) hours and BOX-N rake is within 05 (five) hours which may however vary depending on the circular issued by the Railway authority from time to time and the same will be binding to the Contractor unconditionally. Contractor and their workers must be well acquainted about railway free time applicable for the specific site before start of the work.

l) The agency will have to maintain proper liasioning with Railway officials of nearest / serving Railway Stations/exchange yards to the plants to get the forecast of incoming coal rakes, timely placement of rakes (without bunching) and release of coal rakes after unloading.

m) Stone/Boulders and other foreign materials are to be removed immediately from gratings of Wagon Tippler & Track Hopper and to break oversized coal including poking through gratings for reuse. The rejects/foreign materials, stone/boulders etc. will have to be shifted to designated places by contractor as per direction of EIC, of the power plant. Track hopper bay has to be always maintained clean for free movement of working personnel. In exigency, mechanized removal of stones/ boulders from the track hopper gratings must be resorted to at the discretion of DVC Power Plant (FM section) authority without any additional cost to DVC.

n) It will be the sole responsibility of the Contractor to arrange vehicles at his own cost to facilitate travelling of Railway Guard/ Driver/CIL personnel etc. from DVC Power Plants to

the railway stations & vice versa during "Long Hours" duty of Driver/Guard and other situations as warranted.

o) Collection of coal samples from all the Auto coal samplers i.r.o. DVC Power Plant should be carried out once in each shift. Samples so collected are required to be sent to concerned DVC Power Plant Laboratory on daily basis as per the direction of Engineer-In-Charge or his authorized representative. A dedicated unskilled worker should be engaged for that job. Necessary arrangement of vehicle to send the coal sample to the laboratory is entirely on the scope of the contractor.

p) The Agency has to ensure daily physical noting of all wagons on regular basis for all the rakes received at DVC Power Plant. The details of rakes to be noted includes wagon no., carrying capacity, wagon status (load/empty), rake no., no. of loaded/empty wagons in the prescribed format provided by DVC authority duly signed by Agency personnel & DVC personnel. This should be submitted to Fuel Dept. of the power plant on daily basis in the morning by 8:30AM for all the rakes unloaded till that time. If the Agency fails to do so, necessary penalty shall be imposed on the Agency as per penalty clause.

q) The agency has to engage Ex-Railway Employees (TXR) as and when required for ensuring proper door opening / closing and other aspects related to safe /proper operation during unloading of rakes round the clock including Sundays & Holidays.

r) If Wagon Tippler system is under break down or there is bunching of BOX-N coal rakes, BOX-N rakes are to be unloaded in Track hopper as per site situation, all doors of the wagon are to be opened for clearing of coal into the gratings with the help of belcha. For this work, sufficient manpower is to be engaged so that unloading time can be minimized. After completion of the work all the doors of the wagons has to be closed securely. If doors of wagons are welded then it should be opened by removing welding as per requirement and after completion of unloading it should be closed/welded properly, as required. For this purpose gas cutting set ,DA& oxygen gasses as well as welding set with welding electrodes & welders etc will be to the party's account.

s) **For defective** BOBR/BOXN **wagons** (connected/unconnected**/piecemeal**), unloading should be done with adequate safety precaution by the contractor manually at Track Hopper in least possible time with the help of sufficient manpower, tools and tackles during the idle time when no BOBR rake will be scheduled to place. Necessary power blocking of OHE will be arranged by DSTPS, DVC. In this case, normal BOBR wagon unloading charges has to be paid to the contractor and no extra or additional charges will be claimed by the contractor.

t) Any change in Indian Railways rules and regulation in respect of "Free time for unloading", the same will be intimated to the Contractor and the Contractor has to accept the same.

u) Since the transportation of rail borne coal originating from colliery end and terminating at (DVC) DSTPS unloading area depends on various factors beyond the control of DVC DSTPS, bunching of rakes (arrival of two consecutive rakes back to back) is not an uncommon feature. The contractor, whose one of principal assignment includes liaison

with Railways and coordinating the rake movement, will have to handle the situation at its sole risk and cost so far as demurrage is concerned.

v) The Contractor shall have to ensure free inward & outward movement of rakes to the Plant at desired numbers to ensure building of 7 (seven) days reclaimable coal stock and no loss of generation due to coal shortage.

w) Regular operation of sump pump, drain pump at oil unloading pump house, periodic operation of oil transfer pump, sump oil recovery pump, rigorous monitoring of 4 nos of oil tanks for any leakage persist, cleaning, greasing of all oil transfer pump and their auxiliaries, regular cleaning and up keeping of oil unloading pump house along with compressor room are the sole responsibilities of the contractor and for that dedicated manpower to be kept by the contractor.

x) Water spraying at 4 nos coal yard on regular basis, apply of water through fire hose during burning of coal at coal yard as per instruction of EIC or his authorized representative are the sole responsibilities of the contractor and for that manpower to be kept by the contractor as per requirement. Also in rainy season Tarpaulin has to cover/uncover the coal by Contractor. Yard management is under scope of contractor.

y) The agency will provide manpower assistance and bear incidential expenses during stamping of Rail In-motion weigh bridge (stamping done by Railway Test Train and in presence of State Govt. Metrology Officer and payment of statutaory fees will be made by DSTPS, DVC) preferably half-yearly basis and as and when required.

z) Placement of wagons will be done with the help of DSTPS Loco (on lease) or Railway LOCO with Loco operator and Guard on rail table and necessary coupling arrangements. Adequate nos. of experienced personnel to be deputed for placement of wagon in the Wagon tippler table, necessary coupling and de-coupling arrangements of Wagons.

aa) For defective BOXN wagons (connected/unconnected/piecemeal), unloading should be done with adequate safety precaution by the contractor manually at Track Hopper in least possible time with the help of sufficient manpower, tools and tackles during the idle time when no BOBR rake will be scheduled to place. Necessary power blocking of OHE will be arranged by DSTPS, DVC. In this case, normal BOXN wagon unloading charges has to be paid to the contractor and no extra or additional charges will be claimed by the contractor

bb) Wagon Tippling Operation will be done by CHP O&M Personnel. Any other work related to tippling operation, not mention in detail, but essential to complete the work of tippling and evacuation of coal will be in the scope of the contractor.

cc) Dedicated JCB with requisite nos. of tractor should be engage for this purpose with operators, helpers. Necessary Diesel supply for running this JCB and Tractor will be in contractor's scope. Breaking big size stones, boulders by sledge hammers/electric hammers taking care so that the small stone pieces do not fall into the hopper.

dd) After complete unloading of last wagon of a rake, contractor should clean the gratings of wagon tippler, so that unloading of wagons will not hamper for next rake.

ee) Utmost care should be taken by the contractor to ensure that no lumps of coal mixed with stone/ boulders are shifted to the disposal yard under any circumstances. There will be no distance limitation from collection point of boulders/ stone to disposal point of the same within plant premises. Stone and boulders accumulated outside the Track Hoppers must be removed on regular basis and shifted to the stone yard so as to avoid their cumulative accumulation outside Track Hopper. Collection of coal sample and arrangement to send it to the DSTPS laboratory.

ff) Collection of coal sample from unloading end, Conveyor belts (station coal), Auto coal sampler (at different location) and Coal yard round the clock and send it to the DSTPS Laboratory as per direction of Engineer In charge or his authorized representative should be done by the contractor. A dedicated unskilled worker should be engaged for that job. Necessary arrangement of vehicle to send the coal sample to the laboratory is entirely on the scope of the contractor.

gg) Vehicle should be provided by the contractor twice in a month (tentatively) to carry diesel from retail outlet petrol pump/storage tank/store to inside plant, required for diesel shunting locomotives for placement and shunting operation of diesel loco.

hh) Contractor will provide all types of information regarding rake placement, status of unloading, release of rake to the shift in charge / EIC and other officials through SMS and other communication medium.

ii) Shifting of Boulders/Stones from Track Hopper/Wagon Tippler area to stone yard and keep in a heap form as per FSA guideline

i) **Shifting of stone**/boulder from the Track Hopper and Wagon Tippler area and staking at Stone Yard (in a heap form as per FSA) within DSTPS plant premises by contractors as per direction of EIC, DSTPS, DVC and assessment / measurement / weighment of stone / boulder etc. for penalty assessment with the help of JCB and Tractor/Pay Loader.

ii) Dedicated JCB with requisite nos. of tractor should be engage for this purpose with operators, helpers. Necessary Diesel supply for running this JCB and Tractor will be in contractor's SCOPE. Breaking big size stones, boulders by sledge hammers/electric hammers taking care so that the small stone pieces do not fall into the hopper.

iii) Utmost care must be taken by the contractor to ensure that no lumps of coal mixed with stone/ boulders are shifted to the disposal yard under any circumstances. There will be no distance limitation from collection point of boulders/stone to disposal point of the same within plant premises. For every trip, contractor will collect computerised records showing tare weight & gross weight duly signed by DVC authorized representative. Stone and boulders accumulated outside the Track Hoppers must be removed on regular basis and shifted to the stone yard so as to avoid huge accumulation beside the Track Hopper.

2.5 SCOPE OF WORK UNDER PART D:

(PART E: Unloading of Oil (LDO/FO/ LVFO) from BTPN Tank wagons at DSTPS site to Main Storage Tank Including operation of oil pumps and up-keeping adjacent to Fuel Oil unloading pump house, oil Unloading site and M.S.T area)

a) Transportation of the flexible hose, gaskets (if required) etc from store to site and cutting gaskets as per requirement.

b) Measuring Dip of tank Wagons before unloading. Dip stick will be provided by DVC.

c) Connection of flexible hose to main oil header of unloading point and bottom valves of tank wagons of **BTPN** rake or conventional rake depending upon the supply of Rail.

d) Opening of inside lid of wagon top and bottom valves, opening of different oil main header valves of unloading point.

e) Opening of various valves for proper line up of connecting oil unloading main header to the Main storage Tanks.

f) Assistance in operating oil unloading pump(s) for complete unloading of every wagon.

g) Checking of the proper decantation of tank and after decantation of oil, closing the valves of pipe line from main storage tanks to main header, blank the oil hose after use.

h) Detachment of the flexible hose from the tank wagons and keeping it away from the rail line

i) Close valves and lids on the body of the tank wagons.

j) Removal of defective hose, if any spillage of oil, cotton waste etc; reclaiming of spilled over oil and dumping of oil soaked debris to specified place.

k) Utmost care is to be taken to avoid spillage of oil during unloading. Empty drums are to be kept ready to place below the flexible pipe attachments with tanks for collection of any oil leakage at the time of fixing and detaching of hose pipes. Leftover oil in hose or spilled over oil in the surrounding area and trench to be collected and fed to the tanks after filtering if required.

l) Normal tools and tackles slide wrenches, pipe wrenches, hook wrenches etc tools for gasket cutting, hammers and torches with cells have to be arranged by the contractor during unloading.

m) The unloading personnel should have experience in unloading of oil tanks. Dedicated supervisor have to be present during unloading of oil tanks.

n) Contractor has to do all related works, not mentioned in detail in the scope of work but essential for oil rake unloading.

o) Oil wagon unloading (within railway free time) – Unloading of LDO/FO/LVFO oil rake Wagons at DSTPS site to Main Storage Tank including up-keeping adjacent to Fuel Oil unloading Pump House. Oil Unloading Site and Main Storage Tank area along with maintenance of Fuel Pumps as per requirement.

p) No. of rakes likely to be unloaded per 06 month – 01 (one) rakes (approx.). Approximate no. of wagons per rake is 50 nos. Approx. quantity of LDO/FO/LVFO to be unloaded/Rake – 3000-3100 KL.

q) Oil wagon unloading from the entire rake has to be carried out throughout the day including night also within Rly. Free Time. Contractor should ensure that no demurrage charges are required to be paid to the Rly. on account of delay in unloading beyond Rly. Free Time. If the reasons for delay in unloading are not attributable to either DVC or any force majeure condition, the contractor shall have to bear the entire demurrage charges so accrued.

r) Rate for oil rakes (BTBN or similar types of wagons) unloading must be quoted per wagon basis.

s) During decantation if unloading is not done in conventional way then the contractor requires to adopt improvised manner i.e. siphon method to facilitate smooth unloading solely at its own discretion, risk and cost. Necessary decanting oil hoses will be supplied by DVC free of cost. However, it shall be the sole responsibility of the contractor to maintain the health of the used oil hoses for further use. In the event of failure to do so, DVC reserves the right to fix accountability upon the contractor unilaterally.

t) **Road Oil Tanker Unloading:** Besides unloading of BTPN Oil tank wagons sometimes due to scarcity of usable oil at plant; Road oil tankers (LDO/FO/LVFO/HSD) need to be unloaded to meet the urgency.

a) The road oil tanker would be of any size as per availability and supply i.e. 12 KL/18 KL/20 KL and quantity (No. of tanker) as per requirement.

b) All the tankers are placed near by the oil spur one by one. Maximum 5 No. tankers can be unloaded at a time.

c) Measurement of oil needs to be done with the help of DIP stick. Water paste has to be used to check the traces of water mixed with the oil.

d) LDO/FO oil lines are to be connected to the respective tanker by oil hose.

e) Unloading of oil has to be done by running of oil unloading pumps with proper care so that no wastage of oil takes place.

2.6 SCOPE OF OPTIONAL WORK UNDER PART E:

(OPTIONAL WORK: PART E: Maintenance of all Pumps in Fuel oil unloading Pump house, dewatering pumps, oil water separator pumps, Fuel oil unloading system, all pneumatic, Electrically operated and manual valves and all associated system and auxiliaries of oil unloading pump house as and when required.)

a) Running/routine including preventive and break down maintenance as well as overhauling of all Fuel unloading pumps, Dewatering pumps, Oil and Water Separator pumps, all pneumatic, Electrically operated and manual valves, cleaning of oil-water separator pit are required to be done by the contractor as per advice of EIC. However, spares and lubricants

required for such work shall be issued to the contractor by DVC free of cost but all consumables will be in contractor's scope.

b) All Consumables, Tools and Tackles, Machineries to be arranged by the party for the above parts of Works. Only Spares and lubricants will be supplied by DVC. If some maintenance works required some machining and related works of some parts which is to be done in some outside machine shops outside the premises of DSTPS, then it will be the sole responsibility of the Party to get it done by the required outward/inward movement for that, with due intimation to the EIC and due completion of the Gate Pass formalities as per rules and regulations of DVC before outward and inward movement of those parts.

c) A dedicated maintenance team should be deployed for the entire maintenance activity as and when required as per sole direction of Engineer In charge or his authorized representative. Sufficient manpower should be deployed by the agency for maintenance assistance of In motion weigh bridge (IMWB) and its associated system.

d) The name, make and type of all the pumps under the scope of maintenance work of fuel oil unloading pump house are mentioned bellow :

Sl. No.	Name of Pump	No. of Pumps	Make	Type
1.	LDO unloading pump	3	ROTO Pumps Ltd.	Screw Pump
2.	HFO unloading pump	3	ROTO Pumps Ltd.	Screw Pump
3.	Sump Oil recovery pump at sump Pit	2	ROTO Pumps Ltd.	Screw Pump
4.	Water separator pump	2	SAM Turbo Industries Ltd	Centrifugal Pump
5.	Dewatering pump	2	SAM Turbo Industries Ltd	Centrifugal Pump
6.	Oil Recovery pump at unloading pump house	2	ROTO Pumps Ltd.	Screw Pump

Commercial Terms & Conditions:-

Measurement of work and calculation for monthly payment for Part –A :

Co-ordination of coal supply though rail from BCCL, ECL, CCL & MCL and with concerned Railways for DVC- TPSs

(i) The Agency should quote the rate on "**per Rake" basis**. However, Payment shall be made on the RA bills to respective plant on the proportionate percentage of materialization achieved against the **allotted rakes for DVC approved by CIL** derived from Quarterly allocation by CIL subsidiaries under flexi utilisation in a particular month for DVC-TPSs separately subject to deduction of penalty, taxes & duties as applicable. The agency has to submit materialization achieved against *allotted* rakes for DVC by CIL and diversion details, if any, during RA bill submission at DVC TPS, on monthly basis.

(ii) Method of Calculation of Monthly Payment:

Let

Q = No. of rakes received by DVC TPS (FSA + bridge Linkage) for that particular month.
M = Percentage of materialization achieved by the Agency in the month.
R = Rate per rake.
S = Monthly allotted rakes approved by CIL subsidiaries /other coal companies in a particular month

Quarterly allotted Coal quantity (FSA & Bridge Linkage) by CIL under flexi utilization (in MT)

= ----------

3 x (3500) *

(Average * 3500 MT of coal is considered per rake)

Then,

M = Q/S X 100

If M is less than 80 %- No payment.

If M is equal to or greater than 80% Payment = Pro rata payment : (M/100) X (QXR)

In case of restriction of rake supply made either by Plant or by HQ authority for any reason for more than continuous 7 days i.r.t. any plant, minimum materialization limit for that plant will be lowered accordingly for calculation of minimum no. of rake requirement for that month.

In case of Forced majeure conditions, if % materialization of rakes is less than 80% then payment to the agency shall be made at actual for the Forced Majeure period,

Note: In case the firm fails to achieve the minimum threshold limit of materialization (here 80% of monthly allotted rake as per FSA & Bridge linkage by CIL under flexi utilization) then payment will be made as per formula mentioned below: -

If Q is less than monthly rake programme given by DVC then - No payment.
If Q is equal to or more than monthly rake programme given by DVC then payment - Pro rata payment: (M/100) X (QXR)

- Rake carrying Less than 45 wagons will be considered as part rake or piece meal wagons in all cases**.** Payment will be given for the connected rakes. Except piece meal wagon or rake carrying wagon less than 45 no.

iii) If rake is diverted to intra DVCTPS by the instruction of HQ, payment will be given to the agency as per record of the plant. In such case, instruction for monthly diversion to be obtained by the plant from HQ Fuel management.

iv) If rake is diverted to intra DVC i.e from one DVC plant to other DVC plant due to system constraints such as equipment failure, rail line problem, and other force majeure conditions , payment will be given to the agency as per record of the plant.

v) However, no payment will be given for the rakes which get diverted to other power house (DVC or non-DVC) for any other reasons except as mentioned above. It is the prime responsibility of the agency to supply required quantity of coal to the plant to avoid generation loss.

Measurement of work and calculation for monthly payment for Part –B : Loading supervision of coal rakes at loading point

Work done under Part-B shall be evaluated on the basis of quantity materialization w.r.t unloading end weights as recorded in the DSTPS weigh bridges or RR /loading end weight whichever is lower, on rake to rake basis, during any month.

Payment will be made as per monthly RA bill on **"PER MT"** basis for the scope of work under Part – B for total quantity **(only connected rakes except piece meal wagons).**

No payment on account of Loading Supervision will be given to the contractor for unconnected rakes received at DVC- TPSs. In case of unconnected rake received from other DVC-TPSs Liasioning & supervision charge will be paid by the original consignee for whom rake was booked against documentary evidence but unloading charge will be paid by the DVC-TPS actually receiving the diverted rake. Payment will be made provided both original consignee and consumer actually receiving the rake are of DVC utility.

For the Scope of Work under Part-C:

The Work done shall be evaluated on the basis of total number of **"WAGONS"** either Connected **OR** Unconnected, FSA/bridge Linkage/Auction, Indigenous **OR** imported, BOBR/BOXN unloaded at DSTPS Siding during a particular month on **actual basis** and the subsequent payment will be made as per **"Wagon basis"**.

Payment shall be made on the R.A. bills against the numbers of BOBR/BOXN Coal wagons unloaded at DSTPS in a month subject to usual deduction of Taxes and duties as leviable.

Special Conditions for the Scope of Work under Part-C:

a) If for any reason/ factors whatsoever other than not attributable to the Firm herein under, rake supply is disrupted and intake goes down, firm will be entitled to payment equivalent to 1770 (59 wagons/rakex30 rakes/month)BOBR/BOXN wagons for sustaining his workforce when total monthly intake goes down below 30 rakes even.

b) The attributable reasons towards the Firm however excludes defined force majeure condition, major strike, flood and other act of nature in the Colliery area, affecting the Colliery, siding etc. and disrupting Rail movement and DSTPS's written instruction to reduce Coal intake depending on its plant condition.

c) In case of force majeure and unavoidable circumstances continuous for part of a month, the firm shall be entitled to pro-rate payment computed for days of interruption, based on minimum of 1,00,000 MT / month and actual payment for quantity of coal received at DSTPS.

For the Scope of Work under Part D:

The Work done shall be evaluated on the basis of total number of BTPN OIL Wagons unloaded at DSTPS during a particular month on actual basis and the payment will be made accordingly as per "Wagon basis". The same rate of payment, i.e., per BTPN Wagon unloading rate is applicable for road oil tanker (irrespective of quantity content, i.e., 12 KL, 16 KL, 20 KL) rarely unloaded at DSTPS.

For the Scope of Optional Work under Part E:

The Work done shall be evaluated on the basis of categorical job with respective rate during a month on **actual basis** as and when required as per instruction of EIC. General evaluation will be based on overall healthiness and interruption free operation and maintenance of the respective area.

(A) Weighment calculation for making payments:

Weights will be calculated as follows:
Received Weight at DSTPS= Gross weight as per DSTPS weighbridge – Tare weight as per DSTPS weighbridge.
In case DSTPS tare weight is not available, tare weight of RR will be considered.
In case of non-availability of DSTPS weighbridge, RR weight will be taken into consideration.
If both weights at loading and unloading points are not available then weight as per permissible carrying capacity of wagons will be considered as per prevailing Railway Standards.
In case RR weight is less than the received end weight at DSTPS, then RR weight will be considered.

2. DELETED

ANNEXURE-II

OTHER TERMS AND CONDITIONS:

1.**Guidelines regarding performance of work:**

- The firm should have a sound site organization to take care of these aspect of work. The firm should clearly understand that technically competent supervision of work is an extremely important part of the work specified in this contract.
- The firm will perform the subject work in accordance with the guidelines contained in the work order and the instructions of the Engineer-in-Charge keeping in mind the latest technical specifications and IS codes in practice.
- Any deviation from the scope of work without the consent of the Engineer-in-Charge will not be allowed. Only the Engineer–in- Charge will be empowered to change or modify the guidelines or instructions given or laid down earlier.
- All incidental items of work not shown or specified but reasonably implied and found to be necessary for successful completion of the work shall deemed to be included in the scope of work at no extra cost to DVC.
- In case of any doubt or contradiction, the decision of Engineer–in–Charge will be final & binding.

1. Deployment of local labourer for unskilled work shall be as per DVC norms.
2. The firm has to abide by all safety norms as per GCC of DVC.
3. Other Terms & Condition will be applicable as per this NIT.
4. Rates /prices shall be guided by PVC (Price Variation Clause) for labour cost against Part - C (i. e. Unloading of coal rakes) under scope of work and Part - D (i. e. Unloading of Oil rakes) under scope of work as per DVC rules.

1. Deployment of Safety Officer: One no. safety officer to be posted for the work at DSTPS, DVC.

2. Supply and use of safety equipment:
All the safety equipment such as helmets, safety shoes, hand gloves, dust mask, and other safety measures and personnel protection equipment are to be provided by the firm to his workmen at their own cost. The workmen of the firm must use the safety equipment as per the requirement without fail.

3. Test certificate of safety equipment:
All other safety equipment like helmets and safety belts etc. must be purchased from standard companies and to be used only after getting tested.

4. Observance of safety rules:
- It is the responsibility of the firm to comply with all the safety rules and regulations applicable in the plant area. Ignorance of safety rules and statutes will not be a valid excuse.
- The employees of the firm will have to strictly observe safety rules and comply with statutory requirement concerning the safety. Any violation thereof by any employee will expose the firm to penalty given herein under in penalty clause.

5. Medical fitness of the employee:
The firm will have to ensure proper medical fitness of the employees employed by him and shall comply with corporation rule.

6. Work accident:
The firm will be totally responsible for the safety of the workers employed by him.DVC will not take any responsibility for accident and any payment/compensation. In the event of any work accident, major or minor, the firm's representative must take care of the injured person immediately and provide him the required treatment suggested by the doctor.

7. Work permit:
As the area of work is highly sensitive with respect to safety hazards, the responsible Supervisors /Engineers of the firm must take proper work permit, shut down clearance and other instructions from the Engineer-in-Charge or his representative daily before start of the work.

8. Compliance with all laws of the land:

The Firm shall be responsible for compliance of all the following rules and regulations of the land and subsequent amendment, if any during the pendency of the contract period to the same as detailed but not limited.

- EPF & ESI provision shall have to be made by the Firm as per prevailing rules and the same to be in force from time to time during the tenure of the contract. The liability to comply with all related formalities shall rest upon the Firm.
- No child labour shall be engaged by the Firm as per statutory rule of Govt. of India.
- All suits arising out of the enquiry and subsequent W.O., if any, are subject to jurisdiction in the city of Kolkata in India and no other Court.

9. Site Mobilization:

A) The agency on whom the order will be placed, will be intimated well in advance through telephone/ e-mail/ FAX/ by post and they will have to mobilize the site within ten (10) days time from the date of intimation. If the firm fails to mobilize the site within the above mentioned period, the expenditure incurred for the period delay in mobilisation beyond the said period by engaging the alternative agency to carry out the job during that period has to be borne by the firm as applicable thereto. The amount thus incurred shall be realised from the running bill of firm as per decision of competent authority.

B) Starting date of the contract will be under the discretion of DVC, which will be decided depending upon the site situation and the decision of DVC will be final in this regard.

C) No advance payment towards mobilisation will be provided by DVC. In case of failure to mobilize and start the work, the EMD shall be forfeited.

10. Co-operation with Other Firm:

The Firm shall fully co-operate with DVC's other Firms for associated plant and subsidiary as well as other similar activities.

11. The Firm shall not sublet either whole or any portion of the work to any third party.

12. DVC will not be responsible of any type of employment to the workers of the agency.

13. Performance Evaluation:

The Performance evaluation report is to be signed jointly by the firm and Engineer-in-Charge on monthly basis. The payment of running bill will be held up if the format is not completed within the specified time. The performance evaluation report will be part of the measurement book and record in MB will be done accordingly.

14. Sufficient Tools & Tackles required for execution of job will have to be arranged by the Firm at their own cost.

15. Deployment of local **labourer for unskilled work shall be as per DVC norms.**

OTHERS TERMS & CONDITIONS:

1. **CONTRACT PERIOD:**
   The Contract will remain valid for a period of 01 (one) year from the date of actual commencement of the work by the Contractor after successful site mobilization.

2. **CONTROLLING OFFICER (ENGINEER IN CHARGE):**

   The Superintending Engineer (Fuel) or his authorized representative.

3. **Deleted**

4. **EXECUTION OF WORK:**
   The job is to be carried out strictly in adherence with fixed time schedule and manpower as per instruction of the representative of the controlling officer. He will be at liberty to stager the normal duty hours of different employees for utilization of service at any portion of day/night. The contractor will arrange for suitable substitute against any employee proceeding on long leave absenting for any indisposition. Responsible supervisor should remain in duty round the clock. The contractor shall maintain an attendance Register for the Employees which will be reviewed by the EIC. The Contractor/ Site in-charge/ Supervisor will maintain round the clock available mobile connectivity to receive direction of EIC.

5. **TIME OF COMPLETION:**
   The time schedule of completion of a particular job will be decided by the controlling officer or by his representative in consultation with your site in charge/ representative or by his own as the case may be. For delay in completion of job, the penalty will be imposed as per rule.

6. **PRIORITY:**
   The controlling officer or his authorized representative can direct the manpower engaged in any job at any time at his own discretion to other place of work of due importance.

7. **CLEANING OF SITE:**

Jobs will be considered incomplete until the work site is made free from scaffolding, scraps, rejects, and the wastes. The party has to clean the site within the mutually agreed time frame given to them. If the work site is not cleaned properly within that period, DVC reserves the right to get the site cleaned by engaging other agency at the risk and cost of the contractor. The cost for cleaning the site thereby will be recovered from the monthly bill of the contractor.

8. AREAS OF WORK:

Any job/work area related to interfacing area has to be carried out by the contractor as per the instruction of the controlling officer or his representative.

9. OFFICE WORKS:

The contractor should maintain an office at site where they will maintain log book in which daily progress, remarks on healthiness of equipment and major findings will be recorded. Contractor will maintain day to day manpower strength for monitoring of effective manpower utilization. Apart from this, any allied activities, if required would be taken due care by the contractor as per the instruction of the controlling officer. All stationary obligation w.r.t the work & the workers must be maintained by the contractor & records to be maintained.

10. INSURANCE:

The Insurance of personnel employed in the job shall be done by the contractor. No compensation of any major/minor/disabilities/damage would be given by DVC, DSTPS. ESI also to be complied with by the contractor.

Detail of Mobilization including materials and men with requisite qualification and experience for different categories etc. should be furnished to the Engineer-in-Charge before commencement of the work.

11. SAFETY MEASURES:

The workmen under contractor control are to be given proper safety gears and to be careful to avoid any accident, loss of life or damage to DVC, DSTPS property. Guide lines for action in respect to safety measures for the job are specified hereunder:-

a. The Contractor is to ensure safety of their workers at site, while working and to provide all kinds of safety equipment required for the job like safety belts/safety ladder/safety net personal protective devices etc. to their workers.

b. Contractor will be liable to pay compensation, if any, to their worker for accident "arising out and in course of employment", under the Workmen's compensation Act.

c. Before execution of the job at site Contractor will have to take clearance from DVC's safety department.

d. Safe scaffolding as certified by Safety Department be used before start of work.

e. Contractor is to abide by Mandatory Safety clauses enclosed.

f. DVC, DSTPS in no way shall be responsible for safety of contractor's workmen.

12. PRECAUTIONARY MEASURES TO AVOID DAMAGE OF OTHER EQUIPMENT:

The contractor should take care for safety of equipment and property of DVC, DSTPS. Any loss to this effect will be contractor's responsibility entirely.

13. DISCIPLINE:

The contractor's employees should maintain proper discipline and behavior and do not cause any hindrance for smooth running of the Power Plant or in execution of duties by DVC, DSTPS Employees. Controlling Officer is fully empowered to ask the contractor to withdraw any worker/workers on charges of misconduct, incompetence/ negligence in discharge of duties and such worker/workers may not be deployed without his permission.

14. LAWS:

a. The Contractor should have to abide by all Statutory Acts and Laws and Regulations of respective Government.

b. Contractor shall be responsible for compliance of all statutory obligations under Factories Act. 1948, Contract Labour Act, Minimum Wages Act, Payment of Wages Act and also be responsible for payment of employees contribution under EPF etc.

c. Contractor has to obtain labour license from statutory body i.e. concerned office of the Regional Labour Commissioner (Central) as applicable.

d. Contractor shall have to obtain license from Govt. License authority under Contract Labour Regulation and Abolition Act and the copy of the same will have to be produced.

e. The workers deployed by contractor will be bound by regulation of Factories Act. 1948. Minor and women labours shall not be engaged in this job.

f. Xerox copies of the documents showing deposit of EPF amount to the EPF department of Govt. should be submitted to the personnel department of DVC DSTPS every month before submission of monthly bill for payment.

15. TOOLS AND TACKLES:

DVC, DSTPS will not provide any tools and tackles. All the tools, tackles and Machineries are under the scope of the contractor.

16. DISCONTINUATION OF JOB:

In case the job is found discontinued by contractor within the contractual period, DVC, DSTPS shall have the right to award part or full job to any other outside agency and the expenditure thereof shall be deducted from their bill of the contractor.

17. WAGE SHEETS:

Contractor should maintain up to date payment register of their workforce. The contract operating authority or any other representative of the controlling officer may check the register so maintained any time and if in case it is observed that the regular payment to the workers are not made, the same would be deducted from their bills and necessary action as deemed fit would be taken against contractor.

18. Deleted

19. CONTINGENCY:

Contractor must possess sufficient fund to pay the workers when bills are not paid/passed for reasons whatsoever for at least two months.

20. TAXES:

The payment against GST (as applicable) shall be made extra at actuals against submission of relevant documentary evidence.

21. Deleted

22. LABOUR REGULATIONS AND MINIMUM WAGES:

The contractor shall abide by the provisions of the contract Labour Act 1970 for which the contractor to maintain records as necessary in terms of minimum wages act read with the other statutory provisions. The provisions under the Factory Act 1948 as amended from time to time shall have to be compiled with by the contractor.

23. LOCAL RULES & REGULATIONS:

The contractor has to abide by the rules and regulations framed by DVC authority which may change from time to time in the interest of the project. They are to follow the duty hours as will be specified by the controlling officer during execution of contract.

24. SECURITY GATE PASS:

The contractor has to arrange Photo gate pass at his own cost for his workmen from the security department and the rules and regulations related to this subject shall be binding to the contractor.

25. WITHDRAWAL OF WORKMEN:

In case of any worker is found hampering the interest of the project in any way DVC reserves the right to take appropriate action. In such case, contractor shall have to replace such workmen within 3 days' notice from the controlling officer.

26. IDLE LABOUR CHARGE:

DVC shall not be responsible for payment towards idle labour charge under any circumstances.

27. SAFETY OF WORKING PERSONNEL:

DVC in no way shall be responsible for safety of contractor's workmen. Contractor should supply the necessary protective devices for safety of their workmen and contractor will ensure that necessary safety precautions have been taken for contractor's workmen.

28. ACCIDENT:

In case of any accident of contractor's workmen, contractor has to arrange necessary prima facie requirement immediately after the incident. DVC shall in no way be held responsible to compensate contractor workmen be it on duty or not. No benefit in any form shall be admissible in such case. The contractor shall be solely and wholly responsible for any accident that may occur during execution of the work and also for injury to person/persons or damage to the property of any description whatsoever caused during the execution of the work. In the event of any such accident, the contractor shall be responsible and shall pay

proper compensation for the same as per Workmen's Compensation Act. The contractor shall keep the occupier i.e. DVC safe, harmless and indemnified against all claims and expenses, for any such damage or injury etc. to any person or property.

Contractor should furnish **P&T/Mobile Numbers** of the responsible contact person(s) for emergency need.

The contractor shall be fully responsible for his workers with regard to terms of employment. DVC is not responsible in any manner, whatsoever in respect of workers engaged by the contractor for carrying out the work at DSTPS, DVC. During execution of the Contract as well as on expiry of the same, the contractor shall ensure that none of their employees/workers claims employment in DVC. The contractor while engaging or disengaging their employees/workers shall also follow all statutory rules & regulations applicable as per workmen's compensation Act.

29. CHECKING:

Controlling officer or safety officer at their discretion may check/examine any of contractor's tools/scaffolding/working condition etc. and if unsatisfied he may suspend the job temporarily till proper measure is taken from contractor's end.

30. WORKERS COMPENSATION:

All the workers under the contract must be paid compensation as per Workmen's Compensation Act in case of injury or death in course of employment while on duty, by the contractor at his own cost.

Compliance of EPF & ESI scheme for the workers engaged by the contractor shall be applicable as per rules.

31. Facilities to be provided to the Contractor by DVC as mentioned below:-

i) Electric power supply (415 volts) and water required for the work will be supplied free of cost by DVC for the execution of the work at fixed location only from which additional distribution can be arranged by the Contractor.

ii) Compressed air (service air) will be supplied free of cost at certain location only for the work assistance.

iii) Open space shall be provided at DSTPS premises by DVC free of cost for the party to make his own office, stores and workers rest room, Engineer's room at their own cost.

iv) Unfurnished accommodation at DSTPS Colony as per category with water and electricity will be provided to the extent possible as per DVC's standard charges/norms subject to availability.

v) Subject to availability, guest house accommodation may be provided for limited period at DVC's standard charges/ norms at sole discretion of DSTPS authority.

vi) Subject to availability internal telephone will be provided free of cost to the extent possible.

vii) Medical facility as available shall be provided as per DVC's standard charges and norms.

32. **Site Mobilization :** The contractor has to mobilze the site and start the work within 15 days from the date of issuances of LOI/LOA/W.O..

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Signature Not Verified
Digitally signed by SANDIP CHANDA
Date: 2022.10.11 11:18:45 IST
Location: eProcurement System for Central PSUs