

# **NOTICE INVITING TENDER (NIT)**

**Tender No. PE-SPEC- 898  
Dated 22.12.2016**

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

Damodar Valley Corporation invites Single stage two part Electronic Tenders followed by Reverse e-auction for the under mentioned procurement. The tenders will only be processed through DVC's e-Tendering/ e- Auction system.

NIT No.	<b>PE-SPEC-898</b>
Item Name	<p>Design, manufacture, assembly, testing at manufacturer's works, supply and delivery (FOR destination) at site of Panchet Hydrel Power Station of DVC for <b>Main Generator Transformer suitable for Unit #2 of PHPS , DVC , Panchet of the following specification:</b></p> <p>60MVA, 11/138KV Delta Star ( Earthed Neutral) Core type 3 – phase 50 cycle, Oil Forced Water Forced ( OFWF) outdoor Type Transformer .</p> <p>Details of the specification As per enclosed Technical Specification .</p> <p>The Transformer shall be supplied complete with</p> <p>a) Fittings and accessories. b) Auxiliary Equipment c) First filling of oil including 10% extra in weather proof container.</p> <p>All relevant drawings data and instruction manuals.</p>
Tender downloading period	<b>From 11:00 hrs of 22.12.2016 upto 15:00 hrs of 19.01.2017</b>
First date for seeking online bid clarification	<b>From 11:30 hrs of 23.12.2016</b>
Last date for seeking online bid clarification	<b>Upto 11:00 hrs of 12.01.2017</b>
Last date for giving online bid clarification	<b>Clarification will be given at pre-bid meeting and corrigendum, if any will be uploaded</b>
Date of Pre Bid Conference	<b>At 11:00 hrs. of 12.01.2017</b>
Last date & time for Bid uploading	<b>Upto 11:00 hrs. of 20.01.2017</b>
Opening Date & time of Techno-commercial Bids	<b>At 11:30 hrs. of 20.01.2017</b>
Cost of Tender Documents in INR	<b>Rs. 7000.00</b>
Estimated Value	<b>Rs. 2,43,22,500/-</b>
EMD in INR	<b>Rs. 4,86,850.00</b>

**For viewing, downloading and participating in Electronic Tenders, you please visit the website <https://etender.dvc.gov.in>.**

**For viewing this Electronic Tenders and corrigendum, if any, you please visit the website <https://etender.dvc.gov.in> and <https://portal.dvc.gov.in>.**

**Bidders are requested to register themselves for participating in Electronic Tenders.**

**NOTE :**

1. If the due date of tender opening happens to be on holiday or any unforeseen situation arrives e.g. local strike / bandh, then tender will be opened on the next working day.
2. In case of any difficulties faced by the tenderer in submitting the tender within specified date and time, following two officers may be contacted:-
  - a) Shri. N.Jain, Superintending Engineer(C & I), C & M  
C & M department, DVC, DVC Towers (3<sup>rd</sup> floor), Kolkata-54. (Mob : )

- b) Smt N. Podder, Executive Engineer (Elect.), C & M department, DVC, DVC Towers (3<sup>rd</sup> floor), Kolkata-54. (Mob : 7063505403)
3. Bidders may please note that no corrigendum / alteration / addendum etc. with respect to this NIT will be published in Newspaper. However, corrigendum / alteration / addendum etc, if required, will be hosted in <https://etender.dvc.gov.in> and <https://portal.dvc.gov.in>. For this, bidders are requested to visit aforesaid site regularly till the opening of this NIT.
4. Please quote Enquiry No. Date and due date of tender opening in all correspondences. This is only a request for quotation and not an order.

**CHIEF ENGINEER**  
**C & M DEPARTMENT**  
For & on behalf of **Damodar Valley Corporation**

**NIT COMPRISES OF THE FOLLOWING DOCUMENTS:-**

**1. BID DOCUMENTS - I**

- i. **General Information to Bidders**
- ii. **Special Conditions of Contract (SCC)**
- iii. **General Conditions of Contract (GCC)**
- iv. **Terms & Conditions for Reverse e – Auction**
- v. **Proforma Bank Guarantee in Lieu of Earnest Money Deposit & Instructions for furnishing Bank Guarantee.**
- vi. **List of Commercial Bank as per RBI guideline enclosed in Annexure-X**
- vii. **Notarized power of Attorney as per Annexure-A**
- viii. **Affidavit on a non-judicial stamp paper of Rs.10/- as per Annexure-B**
- ix. **Letter of Bid as per Annexure-C**
- x. **Details of Banker as per Annexure-E**

**2. BID DOCUMENTS-II**

- i. **Technical Specification for Supply of 60MVA Main Generator Transformer along with associated accessories as per specification**

**3. TECHNO – COMMERCIAL PARAMTER SHEET ( PART – I)**

**4. PRICE BID SHEET ( PART – II)**

# **BID DOCUMENT- I**



**DAMODAR VALLEY CORPORATION  
CONTRACTS & MATERIALS DEPARTMENT  
DVC TOWERS, 3<sup>rd</sup> FLOOR, VIP ROAD, KOLKATA – 700 054  
FAX: (033) 2355-2936/(033) 2355-3050 Phone: (033) 2355 –1192**

Tender No. **PE-SPEC- 898**

Dated: 22.12.2016

**(i) GENERAL INFORMATION TO BIDDERS**

**1.0** Tenders for Two part tendering are invited from manufacturers only by the Chief Engineer, C&M Department, Damodar Valley Corporation, 3<sup>rd</sup> floor, DVC Towers, Kolkata-700054 through e-tendering process towards Design, manufacture, assembly, testing at manufacturer's works, supply and delivery FOR destination at site of Panchet Hydel Power Station of DVC for 60MVA, 11/138KV Delta Star ( Earthed Neutral) Core type 3 – phase 50 cycle, Oil Forced Water Forced ( OFWF) outdoor Type **Main Generator Transformer suitable for Unit #2** complete with all fittings and accessories thereof as per Technical specification against NIT No. **PE-SPEC-898 due on 20.01.2017.**

**2.0 E-procurement**

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

However for any future correspondences with DVC (such as responses towards techno-commercial bid clarifications etc), tenderers have to send their reply only to email address [dvc.support@nextenders.com](mailto:dvc.support@nextenders.com) and [etender@dvcindia.org](mailto:etender@dvcindia.org) and DVC will make correspondences with the tenderer through their respective e-mail addresses. Changes of e-mail address, if any, must be priorly intimated to DVC & M/s. Nextenders (India) Pvt. Ltd. in writing with proper reasons thereof.

For any queries regarding all sorts of application of e-Procurement system while acquiring digital signature, registration, downloading & uploading of tender documents, activation of user ID & password, **Mr. Deep Raj, Executive of M/s. Nextenders (India) Pvt. Ltd. (Mobile No. 09874011301)** may please be contacted

1.2 DIGITAL SIGNATURE:

The bidders should require the Digital Signature / Digital Security Certificate (**with Signing & Encryption Facility**) which are Mandatory for participating in DVC e-procurement portal (for login, downloading the bid documents & uploading or for submitting the e-tender documents). Digital Signature can be obtained by the bidders on their (bidder's) own cost from any of the authorised agencies of CCA (Controller of Certifying Authorities). For this a requisite fees would be payable by the bidders to the authorised agency of CCA/ M/s Nextender ( India) Pvt.Ltd..

**Note :-**

- To participate in the tender, vendors should have a Digital Signature certificate (DSC) along with signing & encryption facility, as it shall be required during uploading the bids.
- The fees for obtaining DSC (with signing & encryption facility) are to be borne by vendors.
- In case the bidder loses his DSC because of any problem (virus attack, misplacement etc.), the bidder may not be able to submit his bid online.

After obtaining digital signature as indicated above, the bidder is to register (if not registered earlier) with website <https://etender.dvc.gov.in>. In order to submit the Bid, the bidders have to get themselves registered with the portal and should possess valid

Digital Signature Certificate. The Registration of the Bidders on the portal will be on-line and one time activity. The system will assign a unique user ID for each Bidder which will be valid till for 01(one) year.

- i. Go to the url: <https://etender.dvc.gov.in>.
- ii. In the home page click on Contractor Registration.
- iii. In the Contractor Registration form, the bidder is required to fill up the company details, primary email Id etc.
- iv. The Annual Vendor Registration Fee and Bid Participation Fee in case of unregistered vendor or Bid Participation Fee in case of registered vendor (valid upto the time of uploading of bid by the bidder) will be paid by the bidder for this tender to participate. **The detailed procedure for the registration is as under:-**

**Annual Vendor Registration Fee** : The Annual Vendor Registration Fee amounting to Rs. 2303/- only including service tax to be paid by the bidder. The Registration will be valid for one year.

The bidders shall pay the Annual Vendor Registration Fee of Rs. 2303/- on-line through Payment Gateway i.e. Credit Card / Debit Card / Net Banking. No off-line mode for payment of Annual Vendor Registration Fee will be acceptable (applicable for new registration of the Vendor).

The bidder should submit the system generated documentary evidence of on-line payment made for the Annual Vendor Registration Fee as stated above in Hard Copy along with request for vendor registration mentioning NIT No. and details of company as furnished during online Vendor Registration, in a sealed envelope marking the envelope as "Annual Vendor Registration Fee for **NIT No. PE – SPEC - 898 Dt. 22 .12.2016** and company name \_\_\_\_\_" and the sealed envelope to be sent to the office of the Executive Director (C&M), DVC, DVC Towers, 3rd Floor, VIP Road, Kolkata-700 054. It should reach well in advance of the closing date & time set for tender downloading, failing which the bidder shall not be allowed for downloading the tender. Any other form of Payment, other than what is mentioned above, will not be accepted towards Annual Vendor Registration Fee.

**Renewal of Annual Vendor Registration Fee** : The bidder whose validity of Annual Vendor registration got expired shall pay Fee for Renewal of Annual Vendor Registration amounting to Rs. 2303/- only including service tax through **off-line mode** only i.e. in the form of **DD / Bankers Cheque** in favour of "**Damodar Valley Corporation**", payable at Kolkata. The Registration will remain valid for a period of one year only.

The bidder should submit the Renewal of Annual Vendor Registration Fee of **Rs. 2303.00** (Rupees Two thousand two hundred and ninety three only) **in Hard copy** (in original) in the form of **DD / Bankers Cheque** in favour of "**Damodar Valley Corporation**", payable at Kolkata along with request for Renewal of Annual vendor registration mentioning NIT No. and details of company etc., in a sealed envelope marking the envelope as " Renewal of Annual Vendor Registration Fee for NIT **No.PE – SPEC- 898 dated 22.12.2016** and company name \_\_\_\_\_" and the sealed envelope to be sent to the office of the Executive Director (C&M), DVC, DVC Towers, 3rd Floor, VIP Road, Kolkata-700 054. It should reach well in advance of the closing date & time set for tender downloading, failing which the bidder shall not be allowed for downloading the tender. Any other form of Payment, other than what is mentioned above, will not be accepted towards Renewal of Annual Vendor Registration Fee.

User will get an email alert on primary email id registered with system about Approval / Vendor Registration. The complete set of Bid Documents can be downloaded by the bidder through <https://etender.dvc.gov.in> using his Digital Signature only after successful vendor registration.

(v) The user ID and password would be activated by M/s. Nextenders (India) Pvt. Ltd. To activate user ID, please call Mr. Deep Raj, Executive of M/s. Nextenders (India) Pvt. Ltd. (Mobile No. 09874011301).

**Bid Participation Fee** : The Bid Participation Fee amounting to **Rs.256/-** including service tax to be paid by the bidder for every tender separately whether the bidder is registered earlier or not.

The bidders shall pay the Bid Participation Fee on-line through Payment Gateway i.e. Credit Card / Debit Card / Net Banking. No off-line mode for payment of the Bid Participation Fee will be acceptable.

The bidder should submit the system generated documentary evidence of online payment made for the Bid Participation Fee of Rs. 256.00 (Rupees Two hundred and fifty five only) in Hard Copy along with request for participation in bidding process mentioning NIT No., Valid Vendor Registration No. and details of the company, in a separate sealed envelope duly marking the envelope as "Bid Participation Fee for **NIT No. PE – SPEC- 898 dated 22.12.2016** and Bidder's name & address \_\_\_\_\_" and the sealed envelope to be sent to the office of Executive Director (C&M), DVC, DVC Towers, 3rd Floor, VIP Road, Kolkata-700 054. It should reach well in advance of the closing date & time set for tender submission/uploading. Any other form of Payment, other than what is mentioned above, will not be accepted towards Bid Participation Fee. The money paid against the Bid Participation Fee will not be refunded on any account whatsoever.

DVC shall not be responsible in any way for any delay in receiving of the same before the date & time set for tender submission/uploading.

- 1.3 Vendor Manual for filling of vendor registration, e-tender and allied matters has been hosted in website <https://etender.dvc.gov.in>. It is further mentioned that the representatives of M/s. Nextenders (India) Pvt. Ltd. are available personally at Help Desk at DVC Towers, C&M Department, 3<sup>rd</sup> Floor, Kolkata -700054 during the office hours and for any queries they may please be contacted at Mobile No. 09874011301 on 7x24 hours basis. The persons indicated above of M/s. Nextenders (India) Pvt. Ltd. [as in 2.2 (v) above] can be contacted for further details / elaboration on the same.
- 1.4 The complete set of Bid Documents can be downloaded by the bidder through <https://etender.dvc.gov.in> only after registration, as explained at Sl. No. 2.2 (i) to 2.3 , **from 11:00 hrs. of 22.12.2016 up to 15:00 hrs. of 19.01.2017**. The last date for uploading of bid documents is **up to 11:00 hrs. of 20.01.2017** & techno-commercial bids will be opened at **11:30 hrs. of 20.01.2017**.

**3.0 Cost of Tender document** : Cost of Tender document is Rs. **7000/- (Rupees Seven thousand) only** and the same is non-refundable. The details of the Cost of Tender document shall have to be indicated filling the Tender Document form available in the website <https://etender.dvc.gov.in>.

**The mode of submission of Cost of Tender document are as follows :-**

- a) **On-line option** : E-payment mode has been enabled. The bidders can pay the Cost of Tender document on-line through Payment Gateway i.e. **Credit Card / Debit Card / Net Banking**.

The Bidders must submit the system generated documentary evidence of online payment made for the cost of tender document in Hard Copy marking the envelope as "Cost of Tender Document and NIT No. PE – SPEC – 898 Dt. 22.12.2016 along with Bidder's name & address" and the sealed envelope to be sent to the "Executive Director (C&M), C&M Department, DVC, 3<sup>rd</sup> Floor, DVC Towers, VIP Road, Kolkata – 700 054 or submit the sealed envelope in the Tender Box kept in the office of "Executive Director (C&M), DVC, 3<sup>rd</sup> Floor, DVC Towers, VIP Road, Kolkata – 700 054", before the scheduled date & time for bid submission as stated in this NIT, failing which the tender will not be considered for opening. If the same is received late or submitted after the scheduled date & time of bid submission, the bid of that respective bidder will not be entertained.



- b) **Off-line option** :In case of the bidder who do not have any credit card / debit card or net banking facilities, can choose the off-line mode of payment of Cost of Tender document in the form of DD/Banker's Cheque/Pay order amounting to Rs. 7000/- only in favour of "Damodar Valley Corporation", payable at Kolkata.

If the bidders are opted for submission of Cost of Tender document through offline mode i.e. in the form of DD/Banker's Cheque/Pay order, then they will require to submit the DD/Banker's Cheque/Pay order of Rs. 7000/- only in favour of "Damodar Valley Corporation", payable at Kolkata in Original towards Cost of Tender document in a separate sealed envelope by marking the envelope as "Cost of bid documents against **NIT No. PE- SPEC- 898 Dt. 22.12.2016** along with Bidder's name & address" and the sealed envelope to be sent to the Executive Director (C&M), DVC, 3<sup>rd</sup> Floor, DVC Towers, VIP Road, Kolkata-700054 or submit the sealed envelope in the Tender Box kept in the office of "Executive Director (C&M), DVC, 3<sup>rd</sup> Floor, DVC Towers, VIP Road, Kolkata – 700 054", failing which the tender will not be considered for opening. If the same is received late or submitted after the scheduled date & time of bid submission, the bid of that respective bidder will not be entertained. Money Order, Postal Order, Cheque or any other form of Payment, other than what is mentioned above, will not be accepted towards cost of tender document. The money paid against the Cost of Tender document will not be refunded on any account whatsoever.

- 4.0 Earnest Money (EMD)** :Every tender must accompany "Earnest Money" of the value equal to **Rs. 4,86,850/- (Rupees Four Lakh Eighty Six Thousand Eight Hundred Fifty ) only**. Earnest Money of the said amount should be deposited in any of the form as mentioned below without which the tender will not be accepted. Please note that, offer without EMD or with EMD other than the desired form as mentioned below will not be considered valid.

**The Mode of Deposit of Earnest Money (EMD) are as follows :-**

- (a) **On-line option**: E-payment mode has been enabled. The bidders can pay/deposit the earnest Money on-line through any of the following mode.

- (i) **On-line Payment through Credit Card / Debit Card / Net Banking (i.e. Payment Gateway)**

The bidders can pay/deposit the earnest Money on-line through **Payment Gateway** i.e. **Credit Card / Debit Card / Net Banking**.

- (ii) **On-line Payment through NEFT/ RTGS**

Provision for payment of the earnest Money on-line through **NEFT/ RTGS** has also been enabled. The bidders who do not have any Credit Card / Debit Card or Net Banking facilities, can use **NEFT/ RTGS** facilities for payment of the earnest Money by downloading the challan from the web site and submit the same to nearest bank. For deposit of Earnest Money, the bank details of DVC is furnished as below.

Name of Bank Account: "**Damodar Valley Corporation**"

Account No. : **11201620061**

Name of the Bank : **State Bank of India, Manicktala Civic Centre Branch, Kolkata.**

Branch code - **7468**

IFSC Code - **SBIN0007468**

The Bidders must submit the system generated documentary evidence of online payment made for the Earnest Money Deposit in Hard Copy in a sealed envelope by marking the envelope as "Earnest Money against NIT No. PE – SPEC - 898 Dt. 22.12.2016 along with Bidder's name & address" and the sealed envelope to be sent to the "Executive Director (C&M), DVC, 3<sup>rd</sup> Floor, DVC Towers, VIP Road, Kolkata – 700 054 or submit the sealed envelope in the Tender Box kept in the office of "Executive Director (C&M), DVC, 3<sup>rd</sup> Floor, DVC Towers, VIP Road, Kolkata – 700 054", before the scheduled date & time for bid submission as stated in this NIT, failing which the tender will not be considered for opening. If the same is received late or submitted after the scheduled date & time of bid submission, the bid of that respective bidder will not be entertained.

- (b) **Off-line option** : Earnest Money can also be submitted in the following forms through offline mode.
- (i) Bank Guarantee (B.G.) from an Indian Nationalized Bank / Schedule Bank / Foreign Bank (in the scheduled list of Reserve Bank India), irrevocable and operative till the validity of the offer and EMD BG to be submitted as per enclosed format for submission of BG.
  - (ii) Pay Order/DD/Bankers Cheque in favour of "**Damodar Valley Corporation**", **payable at Kolkata** to be made in favour of DVC.
  - (iii) Post Office National Savings Certificate, having face value equal to the EMD value and duly endorsed in favour of DVC.
  - (iv) DVC Bonds duly endorsed in favour of DVC.

If the bidders are opted for submission of requisite EMD through offline mode i.e. in the form of Bank Guarantee (B.G.), Pay Order/DD/Bankers cheque etc. then, the cost of EMD in original (as per the above mentioned forms for submission of EMD) shall have to be furnished by the bidder in a sealed envelope by marking the envelope as "BID SECURITY / EMD and NIT No. PE – SPEC-898 Dt. 22.12.2016 along with Bidder's name & address" and sealed envelope to be sent to the "Executive Director (C&M), DVC, 3<sup>rd</sup> Floor, DVC Towers, VIP Road, Kolkata – 700 054 or submit the sealed envelope in the Tender Box kept in the office of "Executive Director (C&M), DVC, 3<sup>rd</sup> Floor, DVC Towers, VIP Road, Kolkata – 700 054", before the scheduled date & time for bid submission as stated in this NIT, failing which the tender will not be considered for opening. If the same is received late or submitted after the scheduled date & time of bid submission, the bid of that respective bidder will not be entertained. If the same is received late or submitted after the scheduled date & time of bid submission, the bid will not be opened and bid security /EMD (which is received late) will be returned back to the bidder in unopened condition.

If any bidder shall submit EMD in the form of B.G., then the offer accompanied by B.G. against EMD will only be considered valid on acceptance of the Bank Guarantee.

The offer not accompanied by specified EMD in proper form as defined above shall not be considered as valid tender for opening of techno-commercial bid. Earnest Money will be refunded only to the unsuccessful Tenderer within 15 days after finalization of Tender and no interest will be paid for the same. 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..

#### **Exemption of Bid Security / EMD and Tender documents Fee :-**

Small Scale Industries registered with NSIC & seeking exemption required under NSIC, **shall be exempted from the payment of Tender documents fee and the payment of Earnest Money up to their monetary limit.** Small Scale Industries seeking such exemption must upload the scan copy of valid NSIC registration certificate in the website <https://etender.dvc.gov.in> and also have to submit the hard copy of valid NSIC registration certificate issued from the appropriate Govt. authority giving details such as validity, stores etc. in a sealed envelope marking the envelope as "NSIC Registration Certificate against towards exemption of cost of bid document and BID SECURITY / EMD and NIT No. **PE – SPEC-SPEC-898 Dt. 22.12.2016** along with Bidder's name & address" and sealed envelope to be sent to the Executive Director (C&M), DVC, 3<sup>rd</sup> Floor, DVC Towers, VIP Road, Kolkata-700 054 or submit the sealed envelope in the Tender Box kept in the office of "Executive Director (C&M), DVC, 3<sup>rd</sup> Floor, DVC Towers, VIP Road, Kolkata – 700 054" before the date & time set for bid submission (uploading) as per this NIT, failing which exemption will not be allowed and the tender will not be considered for opening. If the same is received late or submitted after the scheduled submission (uploading) time and date, the bid will not be entertained.

The bidder shall seal the Cost of bid documents of requisite value in the separate envelope duly marking the envelope as "**COST OF BID DOCUMENTS**", Bid Security / EMD of requisite value in acceptable form as per the provision of bid documents in the separate envelope duly marking the envelope as "**BID SECURITY / EMD**" and Bid Participation Fee of requisite value

in the separate envelope duly marking the envelope as “**BID PARTICIPATION FEE**” and all the envelopes shall be sealed in a separate/outer envelope, duly marking the envelope as “**Cost of Tender Document, BID SECURITY / EMD and BID PARTICIPATION FEE against NIT No. PE – SPEC - 898 dated 22.12.2016 along with Bidder’s name & address**” and sealed envelope to be sent to the Executive Director (C&M), DVC, 3<sup>rd</sup> Floor, DVC Towers, VIP Road, Kolkata-700 054 or submit the sealed envelope in the Tender Box kept in the office of “Executive Director (C&M), DVC, 3<sup>rd</sup> Floor, DVC Towers, VIP Road, Kolkata – 700 054” before the date & time set for bid submission (uploading) as per this NIT.

A scanned copy of evidence towards **Cost of Bid Document, Bid Participation Fee, Bid Security/EMD and NSIC Certificate** (if applicable) etc. are also required to be uploaded on the designated place in the website <https://etender.dvc.gov.in> along with the bid proposal. DVC will not accept any liability for delay in receipt or non-delivery of the above hard copies dispatched **by post or through courier**. In case of any difficulties faced by the tenderers in depositing the same, the following two officers may be contacted:

- a) Smt. N.Jain, Superintending Engineer (C & I.) C & M department, DVC, DVC Towers (3<sup>rd</sup> floor), Kolkata-54. (Mob : )
- b) Smt. N.Podder, Executive Engineer (Elect.), C & M department, DVC, DVC Towers (3<sup>rd</sup> floor), Kolkata-54. (Mob : 7063505403)

**5.0** The bidders are also advised to keep on visiting the websites as mentioned below for any Notification / Amendment / Addendum / Corrigendum in respect of this tender.

<https://portal.dvc.gov.in>

<https://etender.dvc.gov.in>

No such Notification / Amendment / Addendum / Corrigendum shall be published in newspapers.

**6.0** Downloading of bid documents by any bidder, shall, however not construe that such bidder is considered qualified.

**7.0** Once a prospective tenderer downloads a set of tender specification, the price thereof towards cost of tender documents will not be refunded on any account whatsoever.

**8.0** **Different Aspects of E- tendering** : The bidder will have to accept the Techno-commercial Terms & Conditions of the NIT except which are spelt out in deviation sheet only, as embedded with the “Techno-commercial parameter sheet” and cost of withdrawal thereof, as embedded with the “Price bid sheet” against the deviations along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line. No conditional bid shall be accepted. In the undertaking given by the bidder on-line, there will be provision for forfeiture of EMD and banning for participating in future tenders in DVC for one year, if any information given by the bidder on-line is found to be false at any stage which changes the eligibility status of the bidder. The bidder may seek clarification on-line within the specified period. His identity will not be disclosed by the system. The department will clarify as far as possible the relevant queries of bidders. The clarifications given by department will be visible to all the bidders intending to participate in that tender. The clarifications may be asked from the next day of e-publication of tender. The last date for seeking clarification will be up to 4 (four) days before the last date of submission of bid and the last date of giving clarification on-line will be up to 2 (two) days before the last date of bid submission.

The bidder will submit Techno commercial Bid and Price bid through online-mode. No off-line bid shall be accepted.

The bidder will download the Techno- commercial Evaluation Sheet, Price bid Sheet, Format of Letter of Bid, Power of Attorney, Affidavit and Annexure-E (Banker’s Detail) from the website <https://etender.dvc.gov.in>.

**Letter of Bid** : The format of Letter of Bid is uploaded along with this NIT. This is to be downloaded by the bidder and will have to be printed / typed on his letter head. This document will be signed by the bidder and scanned copy of the same will be uploaded during bid submission in **Part-I** and hard copy (in original) of the same will also required to

be submitted before opening of techno commercial bid. This will be the covering letter of the bidder for his submitted bid. The content of the "Letter of Bid" uploaded/submitted by the bidder must be the same as per format given in the NIT and it should not contain any other information.

**Affidavit:** The format of Affidavit is uploaded along with this NIT. This is to be downloaded by the bidder and will have to be printed / typed on non-judicial stamp paper of minimum value of Rs. 10. This document will be signed by the bidder along with signature & seal of Notary and scanned copy of the same will be uploaded during bid submission in **Part-I** and hard copy (in original) of the same will also required to be submitted before opening of techno commercial bid. This will be the genuineness of the information furnished by bidder online and authenticity of the documents being produced by him/them. The content of the "Notarized Affidavit" uploaded/submitted by the bidder must be the same as per format given in the NIT and it should not contain any other information.

**Power of Attorney :** The format of Power of Attorney is uploaded along with this NIT. This is to be downloaded by the bidder and will have to be printed / typed on non-judicial stamp paper of minimum value of Rs. 10. This document will be signed by the bidder (DSC Holder) & duly attested by the Authority of the Company along with signature & seal of Notary and scanned copy of the same will be uploaded during bid submission in **Part-I** and hard copy (in original) of the same will also required to be submitted before opening of techno commercial bid. The content of the "Notarized Power of Attorney" uploaded/submitted by the bidder must be the same as per format given in the NIT and it should not contain any other information.

**Annexure-E :** The format of Annexure-E is uploaded along with this NIT. This is to be downloaded by the bidder and will have to be printed / typed on his letter head. After filling all the details of the Banker's, this document will be signed by the bidder along with seal & signature of concerned bank and scanned copy of the same will be uploaded during bid submission in **Part-I** and hard copy (in original) of the same will also required to be submitted before opening of techno commercial bid. This will be the details of banker's for making payment through RTGS/NEFT. The content of "Annexure-E" uploaded by the bidder must be the same as per format given in the NIT and it should not contain any other information.

**Techno- commercial Parameter Sheet :** This will be downloaded by the bidder and he will furnish all the required information on this Excel file. Thereafter, the bidder will upload the same Excel file during bid submission in **Part-I**. The Techno-commercial Parameter Sheet which is incomplete and not submitted as per instruction given above will be rejected.

The technical specification parameters as mentioned in the Techno-commercial Parameter sheet contains only those specification parameters, compliance of which are mandatory in nature for the purpose of procurement and non-compliance of which are not acceptable. Non-compliance of any one specification parameter of any item will disqualify the bidder.

All the Commercial terms and conditions of contract like Delivery Schedule, Payment Terms, Liquidated Damage Clause, Basis of Pricing (FOR/FOB Terms), Risk Purchase Clause, Guarantee/Warranty Conditions, Performance Guarantee Clause, Inspection Clause etc. will be as per specifically mentioned in the NIT. The bidder has to accept these terms and conditions unconditionally in order to participate in the tender as these are mandatory condition of NIT.

The bidders will furnish their values against each specification in Techno-commercial Parameter Sheet and will submit / upload the same Excel sheet / file during submission of bid. Based on the evaluation criteria indicated in the Techno-commercial Parameter Excel Sheet, the technical evaluation of the bid will be done by the system, if possible and compliance report will be displayed to the bidders on-line.

**Price bid** : The Price bid containing the different parameters will be downloaded by the bidder as per this NIT and they will quote the rates, taxes & duties etc. for his offered items on this Excel file as per instruction of NIT. Thereafter, the bidder will upload the same Excel file during bid submission in **Part-II**. The Price Bid which is incomplete and / or not submitted as per instruction given above will be rejected out rightly. The Price bid part will be opened for techno-commercially accepted bidders only and price bid opening date will be informed to the techno-commercially accepted bidders through their E-mail id.

Bidders are required to quote the price in the price bid of the bidding documents only. Please note that if quoted prices are disclosed anywhere in the uploaded documents other than the forms meant for price bid only, the offer will be rejected. Bidders shall give the required details and breakup of different price components as per the schedules of price bid as specified.

9.0 Modification of the submitted bid shall be allowed on-line only before the deadline of submission of tender and the bidder may modify and resubmit the bid on-line as many times as he may wish.

The bidder may withdraw his bid on-line at any time before the last date and time of submission of bid at his discretion without losing his EMD. No bidder will be allowed to withdraw or modify the bid after deadline of submission. The actions which shall be taken in case of withdrawal of bids at different stages of tender are as indicated below

- i. If the withdrawal is on-line within the deadline of bid submission, the EMD will be refunded.
- ii. If the request of withdrawal is received after deadline of bid submission and before opening of Techno Commercial bid, the bidder will be disqualified and his EMD will be forfeited and the techno commercial bids of remaining bidders will be opened.
- iii. If the L-1 bidder withdraws his bid after issue of Purchase Order, then his EMD will be forfeited, other penal action may be taken and re-tender shall be done for the items awarded to him. In this re-tender such defaulting Bidder will not be allowed to participate.

The e-Procurement System will evaluate the Techno Commercial bids automatically with least human intervention. For this purpose all the required parameters will be obtained from the bidders in an objective and structured manner.

10.0 **Bidders will not be required to upload scanned copy of any document or to submit hard copy of any document for the techno-commercial evaluation process except the following:**

**Uploading the scanned copy of –**

- i) Letter of Bid (as per format in Annexure-C),
- ii) Notarized power of Attorney (as per format in Annexure-A),
- iii) Details of Banker(as per format in Annexure-E),
- iv) Affidavit on a non-judicial stamp paper of Rs.10/- (as per format in Annexure-B),
- v) Cost of tender document,
- vi) EMD document,
- vii) Document in support of exemption of EMD (if applicable).
- viii) Drawings of offered item ( if applicable).

**Besides above, the bidders should submit following documents, in envelopes marking the envelope with the contains therein alongwith NIT No. and date before opening the tender :-**

- a. Hard Copy of EMD document,

- b. Original copy of Letter of Bid (as per format in Annexure-C),
- c. Original copy of Notarized power of Attorney (as per format in Annexure-A),
- d. Original copy of Details of Banker (as per format in Annexure-E),
- e. Original copy of Affidavit on a non-judicial stamp paper of Rs.10/- (as per format in Annexure-B),
- f. Notarized copy of document in support of exemption of EMD (if applicable).

The information furnished by the bidders on-line along with on-line undertaking with Digital Signature Certificate in support of the authenticity of the facts, figures, information and documents furnished by them online will be accepted for the Techno- commercial evaluation of the bids.

- 11.0 The offer should be as per terms and conditions mentioned in SCC (Special Conditions of Contract) and in GCC (General Conditions of Contract). Bidders are requested to go through GCC (General Condition of Contract) uploaded along with this NIT as well as hoisted in DVC's website [www.dvc.gov.in](http://www.dvc.gov.in). However, if any terms and conditions mentioned in SCC are in contradiction to that of GCC, the former shall prevail.
- 12.0 DVC reserves the right to extend the last date and time for submission of filled in techno-commercial and price bid part and opening of bid thereof subject to at the sole discretion of DVC.
- 13.0 Fully illustrated and complete details of the tendered item should be submitted by the bidders when asked by DVC. Bidders are expected to go through all instructions, forms, terms, specifications, and other information in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect, that will be at the bidder's risk and may result in rejection of its bid.
- 14.0 DVC shall not be responsible in any way for any delay / difficulties / inaccessibility of the downloading facility from the website for any reason whatsoever.
- 15.0 The tenderers who are found to be indulging in changing / adding or deleting the contents of the downloaded tender documents will be liable to face necessary action as deemed fit including banning, suspension of business dealings etc.
- 16.0 DVC reserves the right to reject any or all the tenders or to split up and award the tender to more than one tenderer without assigning any reason thereof.
- 17.0 In case of any discrepancies found between the downloaded tender documents from the website and the master copy available in the website <https://etender.dvc.gov.in>, the latter shall prevail and will be binding on the tenderer(s). No claim/appeal on this account will be entertained or given cognizance.
- 18.0 Tenderers will be solely responsible for the correctness / genuineness of the downloaded tender documents from the website. If the offer submitted through the downloaded tender documents with changed contents, then the offer will liable for rejection.
- 19.0 DVC reserves the right to call for all the documents / any original document(s), if needed, failing which the offer is liable for rejection.
- 20.0 All suits arising out of this enquiry and subsequent purchase order, if any, are subject to the jurisdiction of the Court only in the city of Kolkata in India and no other Court, when resolution/settlement through Arbitration fails.
- 21.0 The bidder shall quote all prices in Indian Rupees only.
- 22.0 The bids shall also be checked for computational error, if any, to arrive at the computed price, as per the following provisions:-
  - 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 subtotal 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.

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

### 23.0 VERIFICATION OF DOCUMENTS:

- A. L1 Bidder/s for each item will have to produce the documents (original / self-authenticated and attested by Public Notary), in support of the information furnished by him/them on-line, for verification by Tender Committee on any working day within 10(ten) days from the date of opening of Price bid. No additional time will be allowed to the bidder for producing the required documents.
- B. In case the L1 bidder for any item fails to produce the documents within the specified period of 10(ten) days or if any of the information furnished by L-1 bidder on-line and off line is found to be false by the Tender Committee during verification of documents, which changes the eligibility status of the bidder then EMD of L-1 bidder will be forfeited with caution letter to refrain in future and in event of 2<sup>nd</sup> instances EMD will be forfeited and banning of L<sub>1</sub> bidder for one year from participating in future tenders.
- C. In case of techno commercial compliant bid based on the information submitted by the bidder is three or less than three, verification of documents of all the bidders will be done before opening the price bid of techno-commercially acceptable offer.
- D. All the documents (original / self-authenticated and attested by Public Notary) related with QUALIFYING REQUIREMENT, OTHER DOCUMENTS TO BE SUBMITTED, NSIC certificate etc. are to be produced for verification by the committee. Your authorized representative will also submit self-attested (signed by the person whose digital signature has been used for bid uploading with company seal) copies of all the documents at the time of verification.

The participating bidders may view the opening of the Techno Commercial bids remotely on-line.

**24.0** The Details of the items to be procured, NIT No., Cost of Tender documents, Earnest Money, Tender Selling Period, Date of Pre Bid Conference , Last date of submission of bids, Date of opening of Techno-commercial Bids are as furnished in the table below:-

No.	Items	Quantity	NIT No.	Cost of Tender documents (₹)	Earnest Money (₹)	Tender downloading Period.
1.	60MVA , 11/138KV Delta/Star (Earthed Neutral) (Ynd1) Core Type 3 – Phase 50 Cycle, Oil Forced Water Forced (OFWF) outdoor type Generator Transformer complete with fitting and accessories, auxiliary equipment and first filling of oil including 10% extra weather proof container.	1 (One) No.	PE – SPEC-898	Rs.7,000/-	Rs. 4,86,850/-	From 11:00 hrs of 22.12.2016 upto 15:00 hrs of 19.01.2017

<b>2.</b>	<b>Mandatory Spares Parts include the following items.</b>				
i.	H.V Bushing	1No			
ii.	L.V Bushing	1 No			
iii.	Neutral Bushing	1No			
iv.	Gasket for Transformer and Bushing	2sets			
v.	Buchholtz Relay for MOT	1 No.			
vi.	Silica gel Breather for MOT	1 No.			
vii.	Differential Pressure Gauge	1No			
viii.	Oil flow indicator	1 No			
ix.	Water flow indicator	1 No			
x.	Oil Circulation Pump with motor	1 set			
xi.	WTI with Repeater	1set			
xii.	OTI	1 No			
xiii.	Fuses and indicating lamps ( complete replacement for one transformer)	1set			
xiv.	Magnetic Oil Gauge	1No			
xv.	Pressure Relief Device	1No			
xvi.	Standard tools	1 set			
xvii.	Oil Surge Relay	1 No			
<b>3.</b>	<b>Type Tests</b>				
i)	Dielectric Type Test( IEC60076 -3)	1 Unit			
j)	Temperature rise Test	1 Unit			
k)	Determination of capacitances winding to earth and between windings	1 Unit			
l)	Measurement of dissipation factor ( tan delta ) of insulation system capacitances	1 Unit			
m)	Dielectric special tests as per IEC60076-3	1 Unit			

Date of Pre Bid Conference	Last date of uploading of bids.	Date of opening of Techno-commercial bids.
<b>At 11:00 hrs. of 12.01.2017</b>	<b>Upto 11:00 hrs. of 00 20.01.2017</b>	<b>At 11:30 hrs. of 20.01.2017</b>

25.0 All tenderers would be bound by the terms and conditions as detailed in tender specifications by DVC.

The bidder will have to accept the Commercial and General Terms & Conditions of the NIT except which are spelt out in deviation sheet and cost thereof along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line. No conditional bid shall be accepted.

Deviation taken by the bidder without cost of withdrawal in specified form will make the bid unresponsive if the same is not withdrawn by the bidder unconditionally without any price implication.

An undertaking is to be given by the bidder on-line as follows:-

There will be provision for forfeiture of EMD and/or banning for participating in future tenders in DVC for one year wherever applicable, if any information given by the bidder on-line is found to



be false at any stage which changes the eligibility status of the bidder.

- 26.0 The summary of techno- commercial evaluation (Part-I - TCR) with the names of eligible bidders alongwith the date of Price- bid opening will be uploaded by the TIA. It will be the bidder's responsibility to check the status of their Bid online at least once daily, after the opening of Techno-commercial bid till opening of the Price-bid. No separate communication will be made to the bidder in this regard.

The Price bid of the successful bidders (qualified in Techno commercial bid) will be decrypted and opened on the scheduled date and after the pre-scheduled time.

- 27.0 The EMD of unsuccessful bidders will be refunded through e-Payment as applicable, immediately after finalization of tender.
- 28.0 Once a perspective tenderer downloads a set of tender specification, the price thereof will not be refunded on any account whatsoever.

29.0 **THE FOLLOWING TENDERS MAY BE REJECTED OUTRIGHTLY:**

- a) Tenders received after the due date and time of tender opening (late tenders);
- b) Offers received subsequently after original offer through open tendering.
- c) It is in the form of Fax/Telex/Telegram/e-mail.
- d) It is not accompanied with Earnest Money in case the firm responding is not registered with valid NSIC;
- e) It is ambiguous with regard to any of the essentials, i.e., the items being offered, prices quoted, and the period of delivery;
- f) In case of the price (Basic Price) component is exposed other than in the price part

**Special Note**

**No request for extension of tender opening date will be considered.**

**CHIEF ENGINEER  
C& M Department  
For & on behalf of Damodar Valley Corporation**

**(ii) SPECIAL CONDITIONS OF CONTRACT**



**DAMODAR VALLEY CORPORATION  
MATERIALS MANAGEMENT DEPARTMENT  
DVC TOWERS, 3<sup>rd</sup> FLOOR, VIP ROAD, KOLKATA – 700 054  
FAX: (033) 2355-2936/(033) 2355-3050 Phone: (033) 2355 –1192**

Tender No. PE-SPEC-898

Dated: 22.12.2016.

**SPECIAL CONDITIONS OF CONTRACT (S.C.C)**

**1.0 QUANTITY:**

The Quantities as has been mentioned in NIT is meant for "QUANTITY" to be procured against this contract.

The above quantity is to be delivered to Panchet Hydel Power Station.

**2.0 MODE OF SUPPLY & PLACE OF DESPATCH :**

Materials, as mentioned in clause 1.0 above , are to be despatched by the supplier by road through any Bank approved road transporter to Panchet Hydel Power Station. on "Freight paid" basis.

**3.0 PRICE BASIS:**

The ex-works price component of 60MVA outdoor type Generator Transformer to be procured will be variable **without ceiling limit** and shall be subject to price adjustment as per IEEMA PV Formula.

Bidders have to quote for all the items and evaluation will be done on overall L1 basis. The price bid evaluation of bidders will be done taking into account the lowest quoted price.

However, the prices for Type Test, Transportation, Insurance, if any, shall be firm and shall not be subject to any price adjustment.

Further, all Ex-works price components of mandatory spares etc. and other items not specifically mentioned shall remain firm and no price adjustment, whatsoever, shall be applicable for the price component of these items.

**PRICES**

**3.1** The items/equipments/systems generally required for completion of scope of work as per technical specifications are described and given in schedules of items. However the brief description shall not be construed to limit the scope of work and same shall be read in conjunction with corresponding section of technical specification including amendment/errata, if any, thereto.

**3.2 Bidder shall quote their prices in Indian Rupees for supply of items on final destination site basis. The ex-works price component, transportation charges shall be indicated separately. Bidder shall quote ex-works/ex-factory (referred to as Ex-works Price), as applicable, and transportation charges separately, for F.O.R. destination site delivery of all the items.**

**3.3** Excise Duty, Education Cess, Sales Tax, Local Taxes, Octroi / Entry Tax and other levies, if any, in respect of direct transaction between Owner and the Contractor under the Contract, shall not be included in the quoted price but shall be indicated separately, wherever applicable.

**3.4** Manufacturers shall quote statutory taxes and duties (Sales Tax, VAT, Excise Duty, E. Cess, Service Tax, Octroi, Levies and any other duties) as applicable against documentary evidence 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). 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 at actual. Any upward variation in statutory taxes and

duties beyond the contractual delivery period/work completion period will not be paid by DVC if the reasons of the delay are attributable to the vendor. Entry Tax / Octroi / or any new taxes & duties imposed by statutory bodies after opening of the bid as applicable will be to the account of DVC at actual as per rate ruling within contractual delivery period/work completion period, if applicable. Any subsequent extra liability over the quoted amount will be borne by agency except in case of changes any application issued by Govt./ statutory body subsequently. Concessional CST will be paid for these items. Presently, Rate of Entry tax in West Bengal is @1% as applicable and not applicable in Jharkhand.

Changes in the tax rate dependent on the volume of turn over shall not come under the purview of reimbursement. Taxes and duties will be payable as per terms of GCC.

Service Tax as applicable on service that are provided directly by the contractor to the DVC shall be indicated separately in the bid price schedule with the ruling rate and will be reimbursed at actual including variation, if any, up to contractual completion period, on production of documentary evidence. However, Service Tax on services that is not provided directly by the contractor to DVC viz., transportation, insurance etc. shall be included in the bid price itself and shall not be considered separately.

#### **4.0 PRICE ADJUSTMENT/PRICE BASIS**

**4.1 The Bidder shall quote base price for the Ex-works Price components of the equipment/materials. The Transformer shall be subjected to price adjustment to reflect changes in the cost of Labour and material components as per the price adjustment provisions contained herein. However, the prices for Transportation etc. if any, shall be firm and shall not be subject to any price adjustment.**

**4.2** The formula for calculating the price adjustment of the Ex-works price component of the 60MVA Transformer as per IEEMA will be as follows:

Ref :

1. IEEMA Cir No.85/DIV/TRF/05 dated: 05.06.2015 .

#### **TRANSFORMER**

$$P = P_0 \{ 10 + 29(C/C_0) + 27(ES/ES_0) + 7(IS/IS_0) + 5(IM/IM_0) + 7(TO/TO_0) + 15(W/W_0) \} / 100$$

Wherein,

- P = Price payable as adjusted in accordance with the above formula.
- P<sub>0</sub> = Unit Ex- works Price of the Transformer with first filling plus 10% extra oil
- C<sub>0</sub> = Average LME settlement price of copper wire bars, as published by IEEMA.  
This Price is as applicable for the month, one month prior to the date of opening of Techno-commercial bid.
- ES<sub>0</sub> = Price of CRGO Electrical steel Lamination.  
This price is as applicable on the 1<sup>st</sup> working day of the month, one month prior to the date of opening of Techno-commercial bid.
- IS<sub>0</sub> = Average Price of Steel Plates 10mm thick.  
This price is applicable on the 1<sup>st</sup> working day of the month, one month prior to the date of opening of Techno – commercial Bid.
- IM<sub>0</sub> = Price of Insulating materials.  
This price is as applicable on the 1<sup>st</sup> working day of the month, one month prior to the date of opening of Techno – commercial Bid.
- TO<sub>0</sub> = Price of Transformer Oil, as published by IEEMA.

This price is as applicable on the 1st working day of the month, one month prior to the date of opening of Techno – commercial Bid.

- W<sub>0</sub> = All India average consumer price index number for Industrial Workers (base 2001=100), as published by Labour Bureau, Ministry of Labour, Govt. of India and circulated by IEEMA. This Index Number is as applicable on the 1st working day of the month, three months prior to the date of opening of Techno-commercial Bid.
- C = Average LME settlement price of copper wire bars, as published by IEEMA.  
This Price is as applicable for the month, two months prior to the date of delivery.
- ES = Price of CRGO Electrical steel Lamination.  
This price is as applicable on the 1<sup>st</sup> working day of the month, two months prior to the date of delivery.
- IS = Average Price of Steel Plates 10mm thick.  
This price is applicable on the 1<sup>st</sup> working day of the month, one month prior to the date of delivery.
- IM = Price of Insulating materials, as published by IEEMA.  
This price is as applicable on the 1st working day of the month, two months prior to the date of delivery.
- TO = Price of Transformer Oil, as published by IEEMA. This price is as applicable on the 1st working day of the month, one month prior to the date of delivery.
- W = All India average consumer price index, for Industrial Workers (base: 2001=100), as published by Labour Bureau, Ministry of Labour, Govt. of India and circulated by IEEMA.  
This Index Number is as applicable on the 1st working day of the month, three months prior to the date of delivery.

All prices of raw materials are exclusive of modvatable excise/ CV duty amount and exclusive of any other central, state or local taxes, octroi etc. Instrument transformers manufacturers import major raw materials like copper, CRGO Electrical Steel Sheets and TOBs etc. The landed cost of these important raw materials includes applicable custom duty but exclusive of modvatable CVD.

For the purpose of this clause, the date of delivery shall mean scheduled date of delivery or actual date of delivery, whichever is earlier. No price increase shall be allowed beyond the scheduled delivery date unless specifically stated in the time extension letter that may be issued. As a rule, no price adjustment shall be allowed for periods of delay for which the Contractor is entirely responsible. The owner will, however, be entitled for any decrease in the Contract Price, which may be caused due to lower price adjustment amount in case of delivery beyond the scheduled delivery date. Therefore, in case of delivery beyond the scheduled delivery date, the liability of DVC shall be limited to the lower of the price adjustment amount which may work out either on schedule date or actual date of delivery.

In case of non-publication of applicable indices on a particular date, which happens to be the applicable date for price adjustment purposes, the published indices prevailing immediately prior to the particular date shall be applicable.

If the price adjustment amount works out to be positive, the same is payable to the Bidder by DVC limited to ceiling amount and if it works out to be negative, the same is to be recovered by DVC from the Bidder limited to ceiling amount as indicated in this NIT.

In case of any discrepancy between PV formulae indicated herein and the originally published documents published from IEEMA, the later shall prevail.

## **5.0 LIQUIDATED DAMAGE :**

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.

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

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

In the event of recourse to alternative 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/equipments/works/service are similar or not.

Clause No. 13 of GCC is applicable.

## **6.0 PAYMENT TERMS :**

100% Payment alongwith all taxes & duties will be made by concerned Paying Authority within a reasonable time, normally within 15(fifteen) days from date of receipt of the materials at consignee's Store in good condition and acceptance thereafter. 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 Purchase Order.

No payment will be made without acceptance of SDBG by DVC.

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

## **7.0 CONSIGNEE, DESPATCHING STATION & PAYING AUTHORITY :**

Consignee - Panchet Hydel Power Station.

Despatching Station - Panchet Hydel Power Station

Paying Authority : The Sr. Manager ( Finance), Unified Accounts, DVC, Panchet.

A copy of invoice is also to be submitted to the consignee.

## **8.0 FREIGHT CHARGE:**

Materials are to be dispatched by Road to the Consignee's Store, Panchet Hydel Power Station through any bank approved Road transporter on 'freight paid' basis. Freight Charge will be claimed in the bill against production of documentary evidence but not exceeding the amount as will be indicated in the Bid for delivery upto Consignee's Store Panchet Hydel Power Station.

## **9.0 TRANSIT INSURANCE:**

The items to be supplied have to be covered by Insurance during transit from vendors works/ site/ godown upto the consignee's respective project/formation/ store. It is mandatory to avail DVC's Open Insurance Policy for transit insurance.

Clause No. 9 of GCC is applicable.

## **10.0 DRAWING AND OTHER TECHNICAL DOCUMENTS APPROVAL, DELIVERY AND PRE DISPATCH INSPECTION :**

- a) Details of the following Drawings are to be submitted within 1 month from the date of PO and approval for the same will be given within 1 month if found correct and complete in all respect.  
GTP in line with specification, OGA & Terminal arrangement (matching with existing arrangement), SLD of the oil/water flow system, Name Plate, Valve Schedule, BOQ of items & components, QAP including inspection test schedules etc. shall be submitted for Purchaser's approval. In the quality plan, the purchaser will identify 'Hold Points' beyond which work will not progress without his consent in writing.  
As the existing transformer will be replaced by this new transformer, bidder may visit the site (Panchet Hydel Station) before submission of drawings/documents to facilitate to prepare the same matching with existing system.
- b) The purchaser/his authorized representative reserves the right to witness any/all tests conducted in the manufacturer's works during manufacturing stages and after completion.
- c) The manufacturer shall submit the shop test reports & test certificates of all brought out items to the purchaser before (at least 7 days in advance) Final Acceptance Test of Transformer at the manufacturer's works. The Purchaser's representative would not be deputed for witnessing the tests if the test circuit diagrams and QAP are not approved.
- d) Inspection call (by Fax/Post) is to be given by the successful bidder to the Chief Engineer (OS & U ) DVC, Kolkata with a copy to Chief Engineer, PHS, at least 15 days in advance for inspection / testing at their works.
- e) Inspection Engineer is to be sent by the Chief Engineer (OS & U) / Chief Engineer (Hydel), PHS, DVC, Kolkata.
- f) Inspection Engineer will carry out the relevant tests/inspection as per relevant standard and approved QAP at vendor's works. Complete transformer along with associated equipment, all bought out items including mandatory spares shall be tested. After successful testing/ inspection (if applicable), dispatch clearance is to be issued by DVC as per prevailing rules.
- g) Responsibility for providing the requisite number of road permits/ way bill as per prevailing rules lies with the concerned consignee.
- h) Bill/invoice to be submitted by the supplier to the concerned Paying Authority (Accounts) directly along with all necessary documents (e.g. Test Certificate/Guarantee Certificate / Copy of ED Invoice, if applicable/copy of Despatch Clearance / copy of acceptance of SDBG, if any/copy of receipted challan for materials / documents against Freight Charge etc.) and should submit a copy of the bill/invoice to the consignee at the time of delivery of requisite materials.
- i) Details of the instruction for transportation are as per clause No. F of technical specification.

- j) 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.
- k) Unloading of Transformer & its accessories etc. shall be done at suitable place/plinth as directed by the Engineer In –Charge/ Consignee.
- l) Delivery Schedule: within 1 Year from the date of issuance of PO. Delivery Schedule indicated herein includes the time required for Submission and Approval of drawings and documents, Manufacturing, Routine Tests, Acceptance Tests as per NIT and successful completion of delivery at DVC Store (s).
- m) Contractor shall furnish 6 (Six) copies of each certificate of tests with soft copy mentioned above including Test Certificates of all bought out items along with materials. No dispatches shall be effected without obtaining dispatch clearance from the Purchaser.
- n) The bidder shall also furnish the field quality manuals for the various field activities detailing the procedures and inspection check lists for transportation, storage /preservation, erection, pre-commissioning and commissioning activities.

#### **11.0 MODE OF DEPOSIT OF EARNEST MONEY:**

Tender must accompany 'Earnest Money' of **Rs. 4,86,850/- (Rupees Four Lakh Eighty Six Thousand Eight Hundred Fifty ) only** 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) 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.  
The Bank Guarantee currency shall be same as currency of Price Bid i.e. Indian Rupees only.
- b) DVC Bonds duly endorsed in favour of DVC.
- c) Post Office National Savings Certificate having face value equal to the EMD value and duly endorsed in favour of DVC.
- d) Pay Order/DD drawn on any Scheduled Bank in favour of the Chief Accounts Officer, DVC, Kolkata-700054.

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.

- 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.

#### **12.0 CONDITIONS FOR FORFEITURE OF EMD :**

**The EMD may be forfeited:**

- i) In case the purchase order/work order is not executed by the vendor in full.
- ii) For failure of tenderers to accept the order / LOI / LOA placed within the validity period of their offer,



- iii) Any bidder withdraws/varies his offer within the bid validity period before finalisation of the tender.
- iv) If the bidder does not accept the arithmetical correction of its bid price.
- v) 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.
- vi) If the acceptance of order is not received within the stipulated period.
- vii) If the Bidder does not withdraw any deviation listed in Statement of Deviations at the cost of withdrawal indicated by him,
- viii) 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,
- ix) On providing false or incorrect information in respect of qualifying requirement etc.
- x) 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.

**13.0 QUALITY ASSURANCE AUTHORITY:** Chief Engineer, PHS, DVC.

**14.0 GUARANTEE WARRANTY:**

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

**15.0 SECURITY DEPOSIT CUM PERFORMANCE BANK GUARANTEE:**

The successful tenderer will have to deposit as security, for satisfactory execution of the order, and for guaranteed performance of the supplied item/executed works or services for an amount equivalent to 10% of the ordered value in the form of Bank Guarantee (as per DVC format) within 30 days from the date of issuance of Purchase Order, from any Nationalised / Scheduled Bank and SDBG should have validity initially for 18 months from the date of execution of BG plus 6 months claim period thereafter. The said BG should be extended suitably covering the entire warranty period plus 6 months claim period after despatch of materials covering the entire warranty/guarantee period plus six months claim period thereafter and to be submitted within 30 days of issuance of P.O. / LOA / LOI. The said BG should be extended suitably covering the entire warranty period plus 6 months claim period after despatch of materials. SDPG have to be submitted to the Chief Material Manager, DVC, Kolkata.

No security deposit-cum-performance guarantee is required for order value upto Rs 5 lacs.

No payment, whatsoever will be made till the acceptance of SDBG against any purchase order.

In case banks refuse to issue BGs having Claim Period separately, the validity period of those BGs may be taken as warranty period plus six months.

SSI Units registered with NSIC, under its single point registration scheme, are exempted from depositing Security Deposit for ordering value upto the monetary limit for which the unit is registered. Small-scale industries seeking such exemption must enclose valid registration certificate from appropriate Govt. Authority giving details such as validity, stores, monetary limit etc. failing which exemption will not be granted.

However, these SSI units will have to submit Performance Guarantee for the materials to be supplied as per DVC norms and to be submitted before the despatch of materials and no payment will be affected till the acceptance of the same.

Pro-rata deduction @ 10% is also allowed as SD for scheduled upward variation on account of variation of scope/quantity/price for any value of contract irrespective of instrument used for original SD.

A supplementary Bank Guarantee in DVC approved format amounting to 10% of PV component, if any, shall also have to be submitted and the same should be kept valid covering the entire warranty period plus six months claim period thereafter.

Clause No. 14 of GCC is applicable.

## **16.0 QUALIFYING REQUIREMENT:**

### **1. QUALIFYING REQUIREMENT**

#### **PART – A:**

#### **TECHNICAL CAPABILITY:**

- a) The Bidder shall be the manufacturer of Transformers. Factory Registration Certificate issued by the Govt. Authority shall be submitted.
- b) The bidders shall submit documentary evidence of past supplied 132KV or above voltage level (i) Generator Transformer of capacity 60MVA or above or (ii) Power Transformer of capacity 120 MVA or above indicating Purchase Order reference , name of utility/company, date of supply of each order ( during last 7years ending last day of the month, previous to one in which offers are invited).  
(Copies of purchase order, copy of completion certificate from Purchaser / Material acceptance Certificate/ receipted delivery Challan from Purchaser i.e from Govt/Semi Govt/Public Power sector/ Private Power utilities).
- c) Offer shall be backed by documentary evidence of proven performance from Govt/Semi Govt./Public Power Sector/Private Power utilities towards satisfactory operation of 132KV or above voltage level ( i) Generator Transformer of capacity 60 MVA or above or ii) Power Transformer of capacity 120MVA or above manufactured by the bidder for a minimum period of 02 ( two) years ending last day of the month, previous to one in which offers are invited.
- d) Complete Type Test reports ( as per specification) of 132KV or above voltage level (i) Generator transformer of capacity 60 MVA or above or (ii) Power transformer of capacity 120 MVA or above, carried out within last 5 ( five) years ending last day of the month, previous to one in which offers are invited, shall have to be submitted.

#### **(PART –B): FINANCIAL CAPABILITY**

##### **(1) Net Working Capital position or Access to credit facilities:**

Net Working capital should be considered for the last financial year. Networking capital or access to credit facilities (unutilized portion) on the date of NIT to be considered is not less than Rs.60,80,625/- (Rupees Sixty Lakh Eighty Thousand Six Hundred Twenty Five ) only.

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) Average annual turnover (AAT)**

- a) Average annual turnover is to be determined taking into consideration turnover for best 3 financial years out of last 5 financial years. Other income shall not be considered for arriving at annual turnover.
- b) Average annual turnover (AAT) for the best 3years out of last 5 financial years of the company as annualized in supply of material / equipment amounting to not less than Rs. 2,43,22,500/- (Rupees Two Crore Forty Three Lakhs Twenty Two Thousand Five Hundred ) only.

Relevant Audited annual accounts report (Balance Sheet and Profit & Loss Accounts) for the last five years are to be submitted in support of requirement under sl. no. 1,2 above of Financial Capability.

- (3) Companies/Organisation under Board of Industrial Finance and Reconstruction (BIFR)/Companies/ Organisation under Debt Recovery Tribunal (DRT)/ Companies/Organisation, who have applied for Corporate Debt Restructuring (CDR) in last two financial years shall not be considered for bid qualification. A certificate of practicing Chartered Accountant must be produced by the bidder(s) that the bidder(s) does/do not fall under the above criteria.

**NOTE for Financial Aspect (PART –B):**

In case where audited results for the preceding financial year are not available, certification of financial statements from a practicing Chartered Accountant shall also be considered acceptable.

**OTHER DOCUMENTS TO BE SUBMITTED:**

Bidder shall furnish the following documents:-

- a. Bidder shall furnish the ST Registration Certificate / VAT Registration Certificate. Bidder shall also furnish the Service Tax Registration Certificate, if Service Tax is applicable.
- b. Bidder shall furnish the company registration certificate / Partnership deed for partnership firm / Affidavit for sole proprietorship firm as the case may be.

**17.0 CAPITALISATION OF TRANSFORMER LOSSES:**

**a) Penalty for excess loss**

The Bidder shall state the transformer losses; both iron loss as well as copper loss. The iron loss ( no load loss) in kilowatts at rated voltage and rated frequency and copper loss at full load shall be guaranteed. If the actual iron or copper loss obtained after test is within declared iron or copper loss individually no penalty would be levied. In case the variation on either type of two losses exceeds the guaranteed value, a penalty amounting to the difference in actual capitalized value of the particular loss will be levied on the supplier as clarified below :

If A and B are guaranteed core loss and copper loss ( at normal tap) and A1 and B1 be the corresponding actual losses obtained after test, no penalty would be levied if A1 is less than A and B1 is less than B. However , if A1 exceeds A and B1 exceeds B penalty would be (A1-A)x Rs.2,16,066/- and (B1 – B) x Rs.85,666/- respectively. However, no rebate would be allowed if the actual value of losses is less than the declared values of losses i.e if A1 is less than A or B1 is less than B.

**b)Capitalization :**

In evaluation of the bids the losses will be capitalized according to the formula given below and the amount so calculated will be added to the cost of transformer.

Capitalized cost of losses shall be (Rs.2,16,066/- X A + Rs.85,666 X B) , where A – Iron loss in KW at rated voltage and rated frequency and B Copper loss in KW at rated full load capacity , rated voltage and rated frequency .

The calculation is based on –

EC per KWH in Jharkhand Area	- Rs. 3.60 / Kwh
Life of Transformer	- 25 Years
Load Loss factor	- 0.39648
Rate of Interest	- 14.05%

**18.0 BID EVALUATION PROCEDURE :-**

Offers will be evaluated in the following way :

<b><u>PRICE ELEMENT</u></b>	<b>PRICE =</b>
	Rs. P.
Original Basic Price	: Ex-Works Price (Rs.) = Rs
+Packing & forwarding charges, if any	: .....% on basic price only

- +Excise Duty : .....% on ( Basic Price + P & F )
- +Education Cess : ..... % on ED
- +Sales Tax/VAT : .....% on ( Basic Price + P & F + E.D.+ Cess )
- +Freight : .....% on ( Basic Price + P&F ) or any lump sum value

**(In case the bidder fails to quote any value, or quotes as per actual, the bid evaluation will be done on the basis of highest quoted freight charges by the other bidders.)**

- +Insurance : .....% on ( Basic Price) actual premium in case of DVC's Open Policy (presently it is 0.0112% of basic price).
- + Cost of withdrawal price : As declared by the bidder in the price bid. for declared deviation
- + Type test charge with applicable taxes and duties, if any .
- + Loss capitalization Charges , if any.
- +Unloading charges, if any
- + Any Other taxes and duties, such as TOT, Entry Tax, Municipal Tax etc. as applicable
- = TOTAL EVALUATED PRICE

The liability of DVC shall be as per actual ED and E-Cess as applicable at the time of despatch, subject to production of documentary evidence by the manufacturer (bidder). Further the rate of ED shall be restricted to as applicable within the contractual delivery period only. Increase in ED rate, if any due to delay in supply beyond the contractual delivery period shall not be payable by DVC if the reasons for delay is attributable to the vendor only. However, the benefit of any decreases in ED shall be passed on to DVC.

If a tenderer is exempted from payment of excise duty (ED) upto any value of supplies, or is entitled to concessional rate/quantum of ED, and has not stated that no ED will be charged by him upto the limit of exemption and has not indicated the concessional rate/quantum of ED leviable in respect of the tendered supplies but has made stipulation like, excise duty presently not applicable, but the same will be charged, if it becomes leviable later on, the quoted price should be loaded with the quantum of excise duty with education cess which is applicable on the item as on the date of bid opening for the purpose of bid ranking. For bid evaluation purpose, Entry Tax at applicable rate will be evaluated on (Ex-works+P&F+ED+VAT/CST+freight charges) in case of 'freight paid' basis.

Taxes and duties will be paid as per cl. no. 4 under the head " optional terms & conditions of contract" of GCC.

Bid Ranking will be decided on evaluated price as calculated above. Bidders should quote for all the items for the quantity as per clause 6 of General Information to Bidders. Bid ranking will be done taking into account of the prices of the whole quantity as indicated above.

### **19.0 CANCELLATION/SHORT CLOSURE:**

The Owner may terminate/short close the contract, by not less than 30 days' written notice to the bidder, to be given after occurrence any of the events specified in the Sl. No. (a) to (e) of this clause and 60 days in the case of the event referred to Sl. No. (g), (h) & (f) below :

- (a) The Vendor fails to comply with any of the terms of the Order or the bidder do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Owner may have subsequently approved in writing.
- (b) The Vendor becomes bankrupt or goes into liquidation.

- (c) If as a result of Force Majeure, the Bidder is unable to supply a material for a period of not less than 60 days.
- (d) If the Bidder, in the judgment of the Owner has engaged in corrupt or fraudulent practices in competing or in executing the Contract. For the purpose of this clause:
- (e) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
- (f) "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Owner.
- (g) The vendor is otherwise precluded from complying with any of the terms of the order on account of any directives of any lawful authority.
- (h) If the Owner, at its sole discretion, decides to terminate this Contract.

**DVC reserves the right not to issue tender documents to any intending bidders with whom DVC has stopped entering into Business by virtue of policy decision.**

#### **20.0 RISK PURCHASE CLAUSE:**

The Purchaser reserves the right to purchase the material/spares/ equipment/service & works 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, services and works contract. Procedure will be followed as per adopted procedures of DVC.

#### **21.0 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.

#### **22.0 REMOVAL FROM THE LIST OF APPROVED/ KNOWN VENDORS/ ENLISTED CONTRACTORS, SUSPENSION AND BANNING OF BUSINESS DEALINGS WITH FIRMS & CONTRACTORS:**

##### **a) Removal of the firm/contractor from the list of approved/known vendors/ enlisted contractors :**

A firm/contractor is liable to be removed from the list of approved/known vendors/enlisted contractors if, it is no longer considered fit to remain in such list:

##### **b) Conditions for Removal:**

- Removal from the list of approved/known vendor/enlisted contractor may be ordered by the Senior Chief Engineer/Chief Engineer /CE(C&M). If a Firm
- (i) Makes any false declaration to Damodar Valley Corporation (DVC).
  - (ii) Claiming drawing double payment or submitting invoice for double payment for the supply of same materials or carrying out the same job/work.
  - (ii) If the vendor is non-responsive against our enquires for consecutive three times.
  - (iv) Supplying defective materials and failure to replace the defective materials even after reasonable extension is given to the firm for rectification/replacement of the defective materials or carrying out defective/poor quality job, not conforming to specifications of the contract and failure to rectify it within stipulated time.
  - (v) Fails to execute a contract or fails to execute it as per terms of contract
  - (vi) When the required technical staff or equipments are no longer available with the vendor or there is change in the production line of vendor.
  - (vii) If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in the case of Limited Company, it is wound up or taken into liquidation.

- (viii) Or any other misdeeds which may cause financial loss or commercial disadvantage to DVC

**c) Implications of Removal:**

- (i) Once removed, the name of a firm/contractor may not be included/registered unless the competent authority is satisfied that the said firm/contractor should be included in the list of approved/known vendors/enlisted contractor.
- (ii) Tenders received from a firm, whose name has been removed from the list of approved/known vendors/enlisted contractors, but has not been suspended/banned may be given the same consideration as is given to bidders in an open tendering process.

**d) Suspension of Business Dealings with the Firm/Contractor:**

Suspension of business dealings with a firm/contractor irrespective of whether it is known/approved or otherwise may be ordered by the concerned Chief engineer/Chief Materials Manager (CMM), DVC, where pending full enquiry into the allegation, it is considered not desirable that business with the firm, /contractor should continue. Such an order may be passed:

- (i) If the firm is suspected to be of doubtful loyalty to India.
- (ii) If the Central Bureau of Investigation (CBI) or any other investigation agency recommends such course in respect of a case under investigation.
- (iii) If a prima-facie case is made out that the firm is guilty of an Offence involving moral turpitude in relation to business dealings which, if established, would result in business dealings with it being banned;

**e) Suspension as prelude to Banning:**

The Competent Authority may suspend business dealings with the firm/contractor as a prelude to banning after following the procedure as indicated. After issuance of order in respect of suspension, a copy of such order along with self-contained note and all relevant documents shall be forwarded to the Chief Vigilance Officer, DVC within 15 days of issuance of suspension order for passing of appropriate order regarding banning of business dealings with the firm/contractor.

**f) Banning of Business Dealings with the Suspended firm/Contractor :**

An order for suspension business dealings with a firm/contractor implies that all departments/offices of DVC are forbidden from dealing with that firm/contractor till its revocation.

**g) Banning of Business Dealings:**

Banning of business dealings with a firm/contractor irrespective of whether it is known/approved or otherwise may be ordered by the Senior Chief Engineer /Chief Engineer /CMM DVC.

**h) Grounds for Banning of Business dealings:**

- (i) If security considerations including question of loyalty to the state so warrant.
- (ii) If there is strong justification for believing that the proprietor or employee or representative of the firm/contractor has been guilty of malpractices such as Bribery, corruption, fraud, sub situation of tenders, interpolation, misrepresentation, evasion or habitual default in payment of any tax levied by law etc.
- (iii) If the firm/contractor continuously refuses to return DVC dues without showing adequate cause and DVC are satisfied that this is not due to

reasonable dispute which would attract proceeding in arbitration or court of law.

- (iv) If the firm/contractor employs a government servant / DVC Officer, dismissed, removed on account of corruption or employs a non-official convicted for an offence involving corruption or abetment of such an offence, in a position where he could corrupt DVC Officers.
- (v) Formation of price cartels with other suppliers/contractors/transporters with a view to artificially hiking the prices.
- (vi) Continuous failure to execute the job as per terms of the contract thrice.
- (vii) If the firm/contractor misuses the premises or facilities of the DVC, forcefully occupies or damages the DVC's property including land, water resources, forests/trees or tampers with documents/records etc.

### **23.0 GENERAL INSTRUCTIONS TO BIDDERS :**

- 01 The Bidder shall fill up the Tender document Sheets (all the related Annexures and schedules) in all respect by inserting correct applicable 'data' against each item / SI .No positively and to be uploaded alongwith all the scanned documents required as per NIT.

Quotation submitted by the tenderers through fax/telegrams/e-mail or in any other mode except on-line submissions through e-Tendering will not be considered valid.

- 02 **OFFER VALIDITY:-**Quotation must be kept valid for **at least 180 days** from the date of opening of the Enquiry.

#### **-03 PRE-BID CONFERENCE :**

The Bidder or his authorized representative may attend pre-bid conference before submitting the offer at the office of Chief Engineer (C&M), DVC, 3<sup>rd</sup> Floor, DVC Towers, VIP Road, Kolkata -54.

The pre-bid conference shall be arranged at **At 11:00 hrs. of 12.01.2017.**

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

The bidder may seek clarification on-line within the specified period. Clarifications/questions/enquiries submitted by the tenderers through fax/telegrams or in any other mode except on line submission through e-Tendering email address [etender@dvcindia.org](mailto:etender@dvcindia.org) will not be considered valid. However, tenderer may ask any clarification/ questions/enquiries during pre-bid meeting.

During bid evaluation, the owner may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing.

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

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

- 04 Conditional discount/rebate offered by the bidder will not be considered for evaluation of bids. However, if the bidder becomes lowest tenderer, DVC may avail such conditional discount/rebate while placing the purchase order on him.

-05 On receipt of formal LOA / Purchase Order in duplicate, one copy to be returned to the LOA / Purchase Order issuing authority duly acknowledged with signature, seal of the firm with date as a mark of acceptance of the contract within 10(ten) days of issuance of the LOA / Supply Order.

-06 The techno-commercial Bids will be opened on line at **11:30 hrs. of 20.01.2017** in the office of Chief Materials Manager, DVC, DVC Towers, VIP Road, Kolkata-700054.

Authorized representative of the firms may attend the opening, if so desired. If it is declared a holiday by DVC then opening will be done at the same specified time on next working day. Further in case of any change of venue, date & time, the same will be intimated / uploaded on website separately.

The price bid part of techno-commercially accepted bidders shall be opened on a subsequent date for which the separate intimation will be sent to the qualified and techno commercially accepted bidders. Bidder's representatives may be present at above mentioned address / venue, if they so desire.

-07 All the Annexures covered under the scope mentioned in the bid documents are to be uploaded duly filled in on the <https://etender.dvc.gov.in> by the bidder before the date & time set for bid submission date.

-08 The bidder has the option for sending the Cost of bid document, Bid Security / EMD, NSIC Certificate (if any required) , by registered post / courier or submitting the same in person, so as to ensure that the same are received in the specified office of the owner by the date and time indicated in this NIT. The owner, however, shall not take any responsibility, whatsoever for any postal / courier delay.

-09 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 a clarification requested by a prospective bidder, issue amendments/ addendums/ corrigendum / clarifications to the bidding documents.

The amendments/addendums/corrigendum/clarifications, if any, to the bidding documents, will be uploaded on the designated websites i.e. <https://etender.dvc.gov.in> and will be binding on the bidders.

The bidders are advised to keep on visiting the above websites for any Notification / Amendment / Addendum / Corrigendum issued by DVC in respect of the bid documents.

The information so contained in such Amendment / Addendum / Corrigendum will be deemed to have been taken into account by the bidder in his bid.

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

-10 The bid prepared by the bidder and all correspondence and documents related to the bid exchanged by the bidder and the owner shall be written in English language. Any printed literature furnished by the bidder may also be written in English language. In the event of any discrepancies in meanings, the English language copy of all the documents shall govern. Failure to comply with this may disqualify a bid.

-11 The bidder shall fill Technical Particulars as per DVC's format. The bidder shall complete the appropriate Schedules furnished in the bidding documents as indicated therein

-12 Bidders are required to quote the price in the price bid of the bidding documents only. Please note that if quoted prices are disclosed anywhere in the uploaded documents other than the forms meant for price bid only, the offer will be rejected. Bidders shall give the required details and breakdown of their prices as per Schedules specified.

-13 Bids submitted on line after the time & date fixed for receipt of bids as set out in the Invitation of bid will not be entertained.



- 14 The Bidder is also advised to visit and examine the site where the facilities are to be installed and its surroundings and will obtain on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for supply/installation of the facilities. The costs of visiting the site shall be at the Bidder's own expense.
- 15 In accepting the order the bidders are understood to accept to all responsibilities for any infringement in registered design, trade mark, patent rights etc.
- 16. All documents to be submitted /uploaded with the bid shall be self-attested with company seals.**

**Chief Engineer , C & M  
C & M Department  
For & on behalf of Damodar Valley  
Corporation**

## **(iii) GENERAL CONDITIONS OF CONTRACT**

(Available at website [www.dvc.gov.in](http://www.dvc.gov.in))

## **BUSINESS RULES FOR REVERSE BIDDING**

## 1. Schedule for Reverse Bidding:

The Reverse Bidding is tentatively scheduled on the date of opening of the Price Bid, The tentative timings is as below:

Start Time: 03:00 pm

End Time: 04:00 pm

## 2. Bidding Extension Time:

- 1) If a valid bid is placed within 5 minutes of End Time of the Reverse Bidding, then Reverse Bidding duration shall get automatically extended for another 5 minutes from the existing end time.
- 2) It may be noted that the auto-extension will take place only if a valid bid comes in those last 5 minutes.
- 3) 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 5 minutes.
- 4) The above process will continue till no bid is received in last 5 minutes which shall mark the completion of Reverse Bidding.
- 5) 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.

## 3. Procedure of Reverse Bidding

- 1) All bidders shall submit their Initial Price Offer along with submission of Techno-Commercial bid as per schedule mentioned in Data Sheet online only.
- 2) Reverse Auction will be done on "TOTAL EVALUATED PRICE" of all the items as defined in the price bid of the NIT.
- 3) The "**Opening Price**" i.e. the start price for Reverse Bidding for all the items will be as decided by DVC in Indian Rupees (INR) after evaluation of the Initial Price Offers.
- 4) Bid Decrement :: Bid Decrement should be quoted in INR, which should be **minimum 0.1% of the "Opening Price" and maximum 0.5% of the "Opening Price" in a single bid.**  
[for example if the decrement value is Rs.100 ( i.e 0.1% of the "opening Price") bidder can give maximum Rs.500(5\*100)) decrement in a single bid. If the bidder needs to quote decrement the bid below this amount then you place another bid)
- 5) Bidders, by offering a price equal to or lower than the "**Next Valid Bid**", can become "**L1 Bidder**" and this continues as an iterative process.
- 6) If no bid is received in the Bidding system within the specified time duration of the online Reverse Bidding, then DVC may take decision for repeat Reverse Auction/Bidding on some other date and time or otherwise, at its sole discretion.
- 7) If more than one bid of the same value is received then the earliest bid will be accepted.
- 8) After completion of the online Reverse Bidding, the "**Closing Price (CP)**" shall be available for further processing.
- 9) Only those Bidders whose offers are found to be technically and commercially Responsive, shall be eligible to participate in Reverse Bidding process.
- 10) Online Reverse Bidding 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.

- 11) During the Reverse Bidding, time extension of additional 15 minutes may be given by DVC at its sole discretion if no bid is received by DVC till that time.
- 12) To ward-off contingent situation, bidders are requested to make all the necessary arrangements/alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the Reverse Bidding successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse Bidding cannot be the cause for not participating in the Reverse Bidding. DVC shall not be responsible for such eventualities.
- 13) Being L-1 during initial price offer and/or in Reverse Bidding shall not make the bidder entitled for claim for the award of the contract.

#### **4. Post Bidding Procedure:**

DVC will proceed with the Closing Price received in the Reverse Bidding for further processing and for award considerations.

#### **5. Proxy Bids**

Proxy bidding feature is a pro-bidder feature to safeguard the bidder's interest of any internet failure or to avoid last minute rush. The proxy bidding feature allows bidders to place an automated bid in the system directly without having to enter a new amount each time a competing bidder submits a new offer. The bid amount that a bidder enters is the minimum bid price in INR that the bidder is willing to offer. Here the software bids on behalf of the bidder who has quoted the lowest "Minimum Bid Price", the price which is one decrement less than the next bidder's bid price. This obviates the need for the bidder participating in the bidding process until the minimum bid amount is decrementally reached by other bidders. When any bidder quotes a price lower than the existing lowest bid amount, the bidder (who had earlier submitted the lowest bid) has an option to once again start participating in the bidding process by quoting a price equal or lower than the next valid bid price. However, it may please be noted that if the current bid matches the minimum bid of the lowest bidder submitted earlier, the bid submitted by the lowest bidder will be recognized as the L<sub>1</sub> at that instant.

During the course of bidding, the bidder cannot delete or increase such amount but can always reduce the same depending upon the amount quoted by other bidders. Proxy bids are fed into the system directly by the respective bidders. As such this information is privy only to the respective bidder (s).

#### **6. Terms and Conditions for Reverse Bidding**

Against this Tender enquiry for the subject package with detailed scope of Services as per bidding document, DVC shall resort to "REVERSE BIDDING PROCEDURE". The philosophy followed for Reverse Bidding 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 Bidding event, based on the final price quoted by the bidders in INR, successful bidder shall submit Price Schedule-Excel Sheet uploaded by DVC within 2 days of conclusion of the Reverse Bidding.
- 3) Any variation between the final bid value and that in the confirmatory price made in final bid value, sent through registered e-mail will be considered as tampering the tender process and will invite action by DVC as per extant guidelines in vogue.
- 4) 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.
- 5) Bidders shall be able to view the following on their screen along with the necessary

fields during Online Reverse Bidding:

- (a) Start Price/Opening Price.
  - (b) Decrement value
  - (c) Rank of the bidder
  - (d) Current bid of the bidder
  - (e) Minimum Bid placed by the bidder (Proxy Bid)
  - (f) Best Bid in the Bidding (Current L<sub>1</sub> Price)
  - (g) Next Valid Bid (to be quoted in order to become L<sub>1</sub>)
- 6) Upon receipt of the system report after completion of the Online Reverse Bidding, Closing Price will be considered for further processing. DVC's decision on award of contract shall be final and binding on all the Bidders.
  - 7) DVC reserves the right to cancel/reschedule/extend the Reverse Bidding process/tender at any time, before ordering, without assigning any reason
  - 8) 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.
  - 9) 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.
  - 10) Bidders are required to submit their acceptance to the stipulated terms and conditions before participating in the Reverse Bidding
  - 11) For the Reverse Bidding, technically and commercially acceptable bidders only shall be eligible to participate.
  - 12) Bidders shall ensure online submission of their 'Bid Price' within the Bidding Period.
  - 13) DVC will provide all necessary training and assistance before commencement of Reverse Bidding. 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 Bidding Rules to be adopted along with Reverse Bidding Manual.
  - 14) Business rules for Reverse Bidding like event date, time, Bid decrement, extension etc. shall be as per the business rules, enumerated above, for compliance.
  - 15) Bidders have to accept 'Terms & Condition' and the 'Business Rules of Reverse Bidding' before start of Reverse Bidding. Without this, the bidder will not be eligible to submit bid in the Reverse Bidding.
  - 16) In line with the provisions of bidding document, DVC will provide the Price Schedule format in MS EXCEL sheet.
  - 17) Reverse Bidding will be conducted on scheduled date & time, which shall be intimated to the eligible bidders in advance.
  - 18) After conclusion of the Reverse Bidding event, the lowest Bidder has to e-mail from its registered e-mail Id, "Final percentage (%) decrement as quoted" during the online Reverse Bidding duly signed by the authorized person, in the prescribed Price

Schedule- Excel Sheet format, within two (2) days of Bidding End Time without fail.

- 19) Bidders should acquaint themselves of the 'Business Rules of Reverse Bidding' stipulated at above
- 20) 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.
- 21) The Bidder shall not divulge either his Bids or any other exclusive details of DVC to any other Bidder.
- 22) Period of validity of Prices received through Reverse Bidding shall be same as that of the period of validity of bids offered.
- 23) 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.
- 24) 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.
- 25) Bidder is advised to understand **Proxy Bidding** process as a protection against technical failure.
- 26) It is brought to the attention of the bidders that the bid event will lead to the final price only.
- 27) Technical and other non-commercial queries (not impacting price) can only be routed to the DVC contact personnel indicated in the bidding documents.
- 28) Order finalization and post order activities would be transacted directly between successful bidder and DVC.
- 29) Order shall be placed outside the e-portal & further processing of the order shall also be outside the system.
- 30) In case of any problem faced by the bidder during Reverse Bidding and for all Bidding process related queries, bidders are advised to contact the persons indicated in the bid document.
- 31) 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.
- 32) 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.
- 33) Bidders may note that it may not be possible to extend any help, during Reverse Bidding, 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.
- 34) 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.

- 35) No queries shall be entertained while Reverse Bidding is in progress.
- 36) In case user ID is locked, you are requested to call helpdesk at +91-8337077507/ 9874011301/ e-mail id: - [dvc.support@nextenders.com](mailto:dvc.support@nextenders.com).
- 37) Final rate of individual items of the L1 bidder of Reverse Bidding shall be calculated on the basis of same percentage (%) of reduction/ decrement for each items as that of received on overall price during the Reverse Bidding from L<sub>1</sub> bidder (on overall L<sub>1</sub> basis) over base price/opening price of reverse bidding.

### 38 ) User Help

- 1) Log on to <https://dvc.e-auctions.in>
- 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 Bidding participating for,
  - Had taken the vendor training
  - Correct Item name that is set for Reverse Bidding



**v) PROFORMA OF BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT**

**&**

**INSTRUCTIONS FOR FURNISHING BANK GUARANTEE**

(On non-judicial stamp paper of appropriate value)

**PROFORMA OF BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT**

To

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

BG No. :

Date :

Dear Sir.

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

Whereas to participate in the said tender for the following:

1. .... (Name of the items to be supplied as per NIT)
2. ....
3. ....

It is a condition in the tender documents that the tenderer has to deposit Earnest Money amounting to Rs. .... in respect to the tender, with Damodar Valley Corporation(\*) (hereinafter referred to as "Corporation") by a Bank Guarantee from a Nationalised Bank/ Schedule Bank/Foreign Bank irrevocable and operative till the validity of the offer(i.e. ....days from the date of opening of tender) for the like amount which amount is likely to be forfeited on the happening of contingencies mentioned in the tender documents.

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

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

We, the aforesaid bank, further agree that the Corporation shall be the sole judge of and as to whether the tenderer has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation on account thereof to the extent of the

Earnest Money required to be deposited by the Tenderer in respect of the said Tender Document and

the decision of the Corporation that the Tender has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation shall be final and binding on us.

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

against the Bank, notwithstanding any security which the Corporation may have obtained or shall be obtained from the Tenderer at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealised under the Guarantee.

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

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

Date ..... (Signature) .....  
Place ..... (Printed 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.

## **INSTRUCTIONS FOR FURNISHING BANK GUARANTEE**

1. Bank Guarantee (B.G.) for Advance Payment, Mobilization Advance, B.G. for Security Deposit-cum-Performance Guarantee, Earnest Money should be executed on the Non-Judicial Stamp Paper of the applicable value and to be purchased in the name of the Bank.
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 Purchase Order/LOI/Work Order etc. and must contain all factual details.
8. Any correction, deletion etc. in the B.G. should be authenticated by the Bank Officials signing the B.G.
9. In case of extension of a Contract, the validity of the B.G. must be extended accordingly.
10. B.G. must be furnished within the stipulated period as mentioned in Purchase Order/L.O.I./Work Order etc.
11. Issuing Bank/The Vender are requested to mention the Purchase Order/Contract/Work Order reference along with the B.G. No. for making any future queries to D.V.C.

**Chief Engineer ( E ) , C & M  
C& M Department  
For & on behalf of Damodar Valley  
Corporation**

**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	Mashreqbank psc
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	Societe Generale

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

**ANNEXURE-A**

(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



**ANNEXURE-B**

**PROFORMA FOR AFFIDAVIT TO BE SUBMITTED**

**(for genuineness of the information furnished on-line and authenticity of the documents produced before Tender Committee for verification in support of his eligibility)  
Non Judicial Stamp Paper (minimum value of Rs.10).**

**A F F I D A V I T**

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

1. I/We am/are submitting Tender for supply of -----

---

against NIT No.----- dated -----, vide Bid ID -----

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

3. I/We have never been banned or delisted by any Govt. or Quasi Govt. Agency or any Public Sector Undertaking.

**OR**

I/We have been banned by the organization named “-----“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**

**ANNEXURE-C**

**Letter of Bid**

**To  
The**

Sub :'

Ref: 1. **NIT** **No:**

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

Dear Sirs,

We offer to supply the materials 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

**ANNEXURE –E**

**DETAILS OF BANKER FOR MAKING PAYMENT THROUGH RTGS/NEFT**

**Requirement for RTGS / CBS /NEFT**

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

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

Date:

Place:

.....

(Authorised Signatory)

(Printed Name)

(Designation)

(Name) .....

Address.....

(Company Seal)

**Bank Certification:**

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

Date:

Place:

(Authorised Signatory)

(Name) (Designation)

(Authorisation No.) (Bank Seal)