

NIT NO.: DVC/Tender/Head Quarter/Finance/CMM/Works and Service/ 2600003026
Dated: 31/08/2026



दामोदर घाटी निगम
DAMODAR VALLEY CORPORATION
(ESTABLISHED BY ACT XIV OF 1948)
संविदा एवं सामग्री विभाग

CONTRACT & MATERIALS DEPARTMENT

डीवीसी टावर्स, तीसरी मंजिल, वीआईपी रोड, कोलकाता – 700054

DVC TOWERS, 3RD FLOOR, VIP ROAD, KOLKATA – 700054

FOR PROCUREMENT OF SERVICES (BELOW 50 LAKHS)

E-PROCUREMENT NOTICE

SUB: *Outsourcing of Internal Audit Function of DVC formation in the state of Jharkhand (Maithon, Panchet, Dhanbad, Putki, CTPS, BTPS, Konar, Koderma, Teliaya, Hazaribagh, Ramgarh, Ranchi, Latehar & Jamshedpur) for two (02) years.*

बोली सं. / NIT NO.: DVC/Tender/Head Quarter/Finance/CMM/Works and Service/2600003026 **Dated:** 31/08/2026

(Domestic Competitive Bidding)

Open Tender Enquiry

VOLUME – I

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

“Through Website: [https://etenders.gov.in\(CPPP\)](https://etenders.gov.in(CPPP))”



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TENDER DOCUMENTS FOR

“Outsourcing of Internal Audit Function of DVC formation in the state of Jharkhand (Maithon, Panchet, Dhanbad, Putki, CTPS, BTPS, Konar, Koderma, Teliaya, Hazaribagh, Ramgarh, Ranchi, Latehar & Jamshedpur for two (02) years.

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Techno-commercial Bid	:	Envelope 1 (.RAR file uploaded along with Tender Document)
Price Bid	:	Envelope 2 (Excel file uploaded along with Tender Document)



IMPORTANT NOTICE FOR BIDDERS

Please note the following crucial changes in DVC's tender process. Non-compliance with any of the instructions may lead to rejection of the bid.

- 1. DVC has adopted Single Envelope Bidding System for all tender except EPC, QCBS and any tenders having e-reverse auction.**

During the Single Stage Single Envelope bid evaluation, a comparative statement of prices for all participating bidders shall be prepared first.

The techno-commercial evaluation will then be carried out only for the L1 (Lowest Evaluated) bidder. If the techno-commercial documents of the prospective L1 bidder are found non-compliant with the NIT requirements, the evaluation shall be taken up for the next lowest bidder (L2), and so on, until a bidder is found to be fully aligned with the QR of the NIT.

All applicable provisions of the MSME Policy, Make in India (MII) Policy, and other statutory norms of GOI shall be followed in line with the provisions of NIT.

- 2. Post-bid clarifications are not allowed and entertained. No shortfall documents or additional clarifications will be sought after opening of bids. These conditions are not applicable for EPC, QCBS & the tenders having e-RA provision.**

3. Notes on Performance Security / Security Deposit:

For contracts having a value up to ₹1 crore, Security Deposit shall be recovered through pro-rata deduction at the rate of 3% from each Running Account (RA) Bill, which will be released after the expiry of the Performance Guarantee period.



VOLUME - I

SECTION – I

INVITATION FOR BIDS (IFB)

Damodar Valley Corporation (DVC) invites bid from the eligible bidders in e-Tendering mode [Single Stage - Two envelopes basis] for "***Outsourcing of Internal Audit Function of DVC formation in the state of Jharkhand (Maithon, Panchet, Dhanbad, Putki, CTPS, BTPS, Konar, Koderma, Teliaya, Hazaribagh, Ramgarh, Ranchi, Latehar & Jamshedpur) for two (02) years.***

Tendered Description:	Item/ NIT	<i>Outsourcing of Internal Audit Function of DVC formation in the state of Jharkhand (Maithon, Panchet, Dhanbad, Putki, CTPS, BTPS, Konar, Koderma, Teliaya, Hazaribagh, Ramgarh, Ranchi, Latehar & Jamshedpur) for two (02) years.</i>
Estimation (exclusive of GST)		Rs 29,57,146.80/-
Bid Submission last date:		As per CPPP
Opening Date & Time of Bid (Techno-Commercial Bids and Price Bid.)		As per CPPP

1.0 SCOPE OF WORK:

As per the detailed scope of work under VOLUME – V

2.0 Bidding Schedule

Tender Document downloading Period	From 31.08.2026 at 12:00 Hrs (IST)
Date & Time of pre-bid conference Virtual Meet Link: Link of Pre-Bid Conference meeting is given below this table	10.09.2026 at 12:00 Hrs (IST) Link: Outsourcing of Internal Audit Function of DVC formation in the state of Jharkhand (Maithon, Panchet, Dhanbad, Putki, CTPS, BTPS, Konar, Koderma, Teliaya, Hazaribagh, Ramgarh, Ranchi, Latehar & Jamshedpur) for two (02) years. Meeting-Join Microsoft Teams
Date of Online submission of Pre-Bid Queries	Up to 16.09.2026 at 12:30 Hrs (IST)



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Last date & time of "Uploading of ["Filled up Envelope1 & Scan copies of all the supporting documents for Envelope1 as mentioned in the NIT" & "Envelope2 (Excel Sheet) in Template Format"] <u>Online</u> " and "Submission of hard copies of [Envelope1] <u>Offline</u> " if any.	21.09.2026 at 12:00 Hrs (IST)
Bid Opening Date & Time of ["Envelope1, and Envelope 2"] <u>Online</u> as per the Terms & Conditions of NIT	22.09.2026 at 12:30 Hrs (IST)
Price Bid Opening Date & Time of "Envelope2 (Excel Sheet) in Template Format" <u>Online</u> as per the Terms & Conditions of NIT.	At a date & time to be notified by DVC in due course.
Submission of Hard copies of all the documents for Envelope1, by the H1 Bidder as per the Terms & Conditions of NIT.	Within 07 days from opening of the Price Bid or as such date to be notified by DVC in due course

The details are available at CPP Portal (Central public Procurement Portal) <https://etenders.gov.in/eprocure/app> and [in www.dvc.gov.in](http://www.dvc.gov.in) (For information only). Any addendum/corrigendum /extension, if required, pertaining to this NIT will be hosted in <https://etenders.gov.in/eprocure/app> only. Bidders are requested to visit website <https://etenders.gov.in/eprocure/app> regularly for any addendum/corrigendum/extension till opening of the Bids.

3.0 Bidders will be selected through a QCBS (Quality & Cost based selection) process comprising of Techno-commercial and Price evaluations as per weightages detailed below.

4.0 QCBS methodology

QUALIFYING REQUIREMENTS FOR PARTICIPATING BIDDERS: -:

PRE-QUALIFYING CRITERIA (PQR):

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

A) Qualifying Requirements on Technical Capability: -

Table-I

ELIGIBILITY CRITERIA	Documentary proof to be enclosed for meeting eligibility criteria
1) Practicing Chartered Accountants/ Cost Accountants firms in the nature of Partnership/ LLP firms with adequate Internal Audit experience in Power Sector. Should have experience in conducting Internal Audit immediately	1) The bidder shall have to submit necessary documentary evidence in the form of copies of Engagement letter/Appointment letter/Work Order and/or Contract document. Completed work means the executed/completed portion of



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QUALIFYING CRITERIA	preceding 5 years from 31/03/2026 in Power Sector. Details of experience in Internal Audit with particular reference to Power sector, to be submitted enclosing copy of Engagement Letter along with terms of reference, type of audit and Completion Certificate.	LOA/Work Order/Engagement Letter, Payment receipt documents with ref. to LOA/WO no. and date of execution certificate with executed value and referred order no. be also considered as a proof of execution even if the works have not been completed in totality (subject to furnishing proof of executed value of works in the form of certified copies of RA Bills) or any relevant documents, which is sufficient to proof the work (s) is completed.
	2) Bidder should have at least 03(Three) partners.	2) Copy of constitution certificate issued by Chartered Accountant of India or Institute of Cost Accountants of India /Partnership Deed/LLP Certificate. Copy of Form 18 of The Institute of Chartered Accountant of India or Form M- 5 From the Institute of Cost Accountants of India to be submitted.
	3) The firm should have a valid PAN.	3) Self-attested copy of valid PAN card to be submitted.
	4) The firm should have a valid GSTIN Registration	4) Self-attested copy of valid GST registration Certificate to be submitted.

B. Qualifying Requirements on Financial Capability:

- (i) **Average annual financial turnover** during last 03 financial years ending on 31/03/2026 shall not be less than Rs. **8,87,144/-**.

NOTES:

- In compliance to the above, the bidder shall submit Audited Annual Accounts with Balance sheet and profit & loss account statements with UDIN No. of the preceding 03 (three) financial years ending preceding to the date of NIT.
- In case where audited results for the preceding financial year are not available, certification of financial statements with UDIN from a practicing Chartered Accountant shall also be considered acceptable.
- In case of tenders published prior to 30th Sept. of the NIT issuing financial year, where the Bidder is not able to submit the Certificate from a practicing Chartered Accountant certifying its financial statements, the audited results of the year preceding the last financial year shall be considered for evaluating the financial parameters. Further, a Certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that the financial results of the Company are under audit as on the date of NIT and the Certificate from the practicing Chartered Accountant certifying the financial parameters is not available.
- Other income shall not be considered for arriving at annual turnover.



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C. Quality and cost-based scoring system (QCBS):

Followings are the quality score awarding criteria through Quality and Cost Based Scoring System (QCBS) method:

Table-II

Sl No	Particulars	Points to be allocate	Max. Marks	Documents to be submitted
1.	No of completed Years of Establishment of the Firm/LLP as on 31.03.26	1 (one) point per Full Financial year of existence. (fraction of the year will be ignored)	10	Copy of constitution certificate issued by Chartered Accountant of India or Institute of Cost Accountants of India /Partnership Deed/LLP Certificate.
2.	No. of Partners in the Firm who are FCA/FCMA and who have been with the applicant Firm for a minimum period of one year as on 31.03.26.	4 (Four) points for each Partner who is FCA / FCMA OR 2 (two) points for each Partner who is ACA / ACMA	20	Copy of Form 18 of The Institute of Chartered Accountant of India or Form M- 5 From the Institute of Cost Accountants of India to be submitted
3.	Number of partners/qualified assistants (Chartered/Cost Accountants) with CISA / ISA / DISA/DISSA Certification in Forensic Accounting and Fraud Prevention /Diploma in forensic Audit from ICAI/ICMAI	2 (two) points per person	8	Copy of Certificate from the Institute of Chartered Accountant of India or Institute of Cost Accountants of India
4.	No. of Qualified Assistants (Chartered/Cost Accountants) employed with the Firm for a minimum period of one year as on 31.03.2026.	2 (two) points per Qualified Assistant	10	Copy of pass Certificated from the Institute of Chartered Accountant of India or Institute of Cost Accountants of India and Copy of appointment offer.
5.	No. Semi-qualified Assistants (CA-Inter /Cost -Inter) employed with the Firm for a minimum period of one year as on 31.03.2026.	1 (one) point per Semi- qualified assistant	10	Copy of marks sheet from the Institute of Chartered Accountant of India or Institute of Cost Accountants of India and Copy of appointment offer.



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6.	Experience of the Firm/ LLP in Power Sector as Internal Auditor	5 (five) points per Completed Internal Audit Assignment	25	Copy of engagement order, terms of reference & Completion submitted
7	Valid Empanelment for Internal Audit work in Power Sector	1 (one) point per valid empanelment	5	The bidder has to furnish documentary evidence in support of the claim.
8	Established Operation presence in Jharkhand having Head Office/Branch Office in Jharkhand	2 Points for Head Office/Branch Office in the Jharkhand	2	The bidder should submit documentary evidence such as GST Registration Certificate, ICAI/ICMAI Branch Registration Certificate, Trade License, Rent Agreement or Ownership Proof, Utility Bills, or Any other valid documentary evidence.
9	Average annual turnover for the last three days immediately preceding financial years i,e 2023-24,2024-25 & 2025-26	Rs 8,87,144/- to 15,00,000 -6 Points	10	Bidder shall have to submit audited financial report for last three financial years (FY 2023-24,2024-25, 2025-26.
		Rs 15,00,001 to 25,00,000 -8 Points		
		Rs 25,00,001 & above /- 10 Points		
	GRAND TOTAL		100	

Note:

1. Minimum qualifying marks for quality score in the above Clause "C" is 70.

D. BID EVALUATION METHODOLOGY:

1. Power Sector experience would mean an entity engaged in generation/ transmission/ distribution of electricity.
2. For the Firms with experience of Internal Audit of entities in private sector must have to submit a certificate to the effect that the annual turnover of the auditee for the last 03 financial years ending on 31.03.26 is Rs 1000 Crores or more along with self-attested copies of published accounts showing turnover for the relevant years/ CIN and other relevant web links to verify the turnover or certificate giving year-wise turnover.

The offers will be evaluated as per the following evaluation criteria:

3. The rates shall be quoted separately for each location (C, D, and E) as specified in



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the enclosed Annexure-L. The bids will be evaluated separately for each location based on the respective quoted rates.

4. All the valid bids submitted by the bidders must meet the Qualifying Requirement (QR) as mentioned under Clause No. (A) & (B) above.
5. Bidders qualified in Qualifying Requirement (QR) & Techno-commercial compliant as mentioned under Clause No. (A) & (B) above will be considered for their bids to be evaluated through Quality Parameters and Scoring Based System as mentioned below under Clause No. (C).
6. In QCBS selection, minimum Qualifying Marks is 70 (seventy) out of 100 (hundred) marks as benchmark for quality of the subject Internal Audit Work as per selection criteria at Clause (C) above.
7. The Internal Audit Firms/LLP obtaining Qualifying Marks are considered technically responsive, and the rest would be considered technically non-responsive & would be dropped.
8. Financial Bids are then opened for only eligible & technically responsive bidders.
9. Bidders shall be ranked in terms of the Total Score (TS) obtained on the basis of the combined weighted score for Quality Score (T) and Cost Score (C). The ratio of weightage towards Quality Score (T) and Cost Score (C) is 70: 30.
10. **Based on the Total Score, the five highest-scoring firms shall be empanelled for each of the locations, namely Locations C, D, and E, as specified in Annexure-L. The empanelment shall remain valid for a period of two (2) years.**
11. **Among the empanelled firms of each location, the firm securing the highest Total Score shall be awarded for each Location.**

12. **Total Score (TS) shall be calculated in the following methodology:**

$$TS = (C_{low} / C) \times 100 \times 0.3 + (T / T_{high}) \times 100 \times 0.7$$

Where,

C= Evaluated Bid price of bidder

C_{low} = The lowest of the evaluated bid price among the responsive bids

T = The total marks obtained by the bidder against the "Quality Criteria" among all responsive bids

T_{high} = The highest marks scored against "Quality Criteria" among all responsive bids

13. In the event of two or more bids having the same highest Evaluated Bid Score (TS), the bid scoring the highest marks against Quality criteria (T) may be considered for placement of order. In case of tie-of points of the firms, criteria of ranking of bidder will be seniority in year continuing as Partnership Firm /LLP and on further tie of Points, number of Partners in Firm/ LLP will be considered. The highest-ranking score qualified firm will be appointed.
14. In case of non-acceptance of awarded audit assignment by the highest scoring empanelled firm, the next higher empanelled scoring firms will be awarded audit assignment and so on

Note:

1. The Evaluated Bid Score (TS) shall be considered up to two decimal places.
2. The price bids of bidders meeting the **Quality and Cost-Based Selection (QCBS)** criteria and the **Pre-Qualifying Criteria (PQR)** shall be opened for further evaluation and determination of the Final Score, as explained in **Clause D (Bid Evaluation Methodology)**.

- 5.0 Bidders shall upload all the scanned documents towards NIT requirement along with other documents in as per NIT conditions during submission of bid online for techno-commercial evaluation and compliance thereof.

Note:

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



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- 6.0 DVC reserves the right to reject any or all bids or cancel/withdraw the Invitation for bids without assigning any reason whatsoever and in such case no bidder/intending bidder shall have any claim arising out of such action.
- 7.0 DVC shall not be responsible in any way for any delay/ difficulties/ inaccessibility of the downloading or uploading facility from the website for any reason whatsoever.
- 8.0 Downloading of Tender Documents by any Bidder shall not construe that such Bidder is considered to be qualified. Transfer of Tender Documents downloaded by one intending bidder to another is not permissible.
- 9.0 In case of any discrepancies found between the downloaded tender documents from the website and the master copy available in the website <https://etenders.gov.in/eprocure> the later shall prevail and will be binding on the tenderer(s). No claim/appeal on this account will be entertained or given cognizance.
- 10.0 Notwithstanding anything stated above, the owner reserves the right to request for any additional information and also reserves the right to reject the tender of any bidder, if in the opinion of the owner, the qualification data/requested information is incomplete and/or the bidder is found not qualified to satisfactorily perform the work.
- 11.0 The Tender shall be processed only through Government e-procurement system of NIC (Ge PNIC) under Central Public Procurement Portal (CPPP) (URL: <https://etenders.gov.in/eprocure/app>).

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

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

- a) Bidders are required to register in the Government e-procurement portal, obtain 'Login ID' & 'Password' and go through the instructions available in the Home page after log in to the CPP Portal (URL: <https://etenders.gov.in/eprocure/app>), by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.
- b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate issued by any Certifying Authority recognized by CCA India with their profile.



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

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in/eprocure/app>. For clarification about e-tendering procedures, downloading & Uploading and further details / elaboration, the bidders are advised to contact the following FMP Support Persons, representatives of M/s. National Informatics Centre Services Incorporated (NICSI), available in Help Desk at DVC Towers, C&M Department, 3rd Floor, Kolkata-54, West Bengal, India during the office hours.

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

(ii) Mr. S.K.Imran, e-mail: hriskimran786@gmail.com; (Mob No: 8777791736).

Bidders are advised to go through Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this e-Procurement Portal, "Information about DSC", "Bidder Manual Kit", "System Settings" & "FAQ" links available on the login page of the e-Tender portal for guidelines, procedures & system requirements. In case of any technical difficulty, Bidders may contact the helpdesk numbers & email ids mentioned at the e-tender portal.

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

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

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

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



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14.0

Address for communication:

Sr. GM (M) C&M, HQ, DVC (C&M), PG-4
C&M Department, 3rd Floor,
Damodar Valley Corporation,
DVC Towers, VIP Road, Kolkata, West Bengal, Pin: 700054, India,
Tel No. 033-6607-2300/2311.

	For any queries related to enquiry/NIT/P.O.	
C&M Department: DVC, Head Quarter, DVC Towers, Kolkata	Name: Mr. Rajeev Ranjan Prasad. Designation: Deputy General Manager (M), e-mail: rajeevranjan.prasad@dvc.gov.in. Mob No.: 9431566058	Name: Santosh Kumar , Manager (E), C&M, HQ, DVC, e-mail: santosh.kumar@dvc.gov.in Mob. No.:9475524945
For Technical Query (Scope of Work etc.)		
Indenting Department: Internal Audit(IA) Dept. HQ DVC Kolkata	Name: Md Parwej Alam Designation: Dy. General Manager (M), e-mail: parwez.alam@dvc.gov.in Mob No.: 9434238039	



VOLUME – I

SECTION - II

INSTRUCTIONS TO BIDDERS (ITB)



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1.0 COST OF BIDDING

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

a) INSTRUCTIONS RELATED TO E –TENDERING:

Bids are to be submitted through CPP Portal.

b) LANGUAGE OF BID:

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

c) BID CURRENCY:

Price(s) shall be quoted in Indian Rupees (INR) and payment shall be released in INR only.

d) DEVIATION:

Any Commercial and Technical Deviations deviation is not allowed.

2.0 FOLLOWING DOCUMENTS ARE REQUIRED TO BE SUBMITTED ALONG WITH QR RELATED DOCUMENTS:

1. Scanned **copy of Letter of Bid.**
2. Scanned **copy of NOTARIZED AFFIDAVIT** as per format of Bid Forms.
3. Scanned **Notarized Power of Attorney,**
4. Document in support of **authorized signatory.**
5. Scanned copy of **details of Banker** for Making Payment through RTGS/NEFT or cancelled cheque.
6. Scanned **copy of all other Bid Forms.**
7. Scanned copy of statutory documents (like Company Registration/ affidavit of Partnership Firm or Proprietorship Firm, GST, PAN, ESI etc).
8. All others document as per Bidding Documents if any.

NOTES:

- 1) Final Techno-Commercial and QR Compliant **H-1** bidder shall be requested to produce the supporting documents in original / self-authenticated and attested by Public Notary in respect of QR, Original Letter of Bid, Power of Attorney, “Bank Certificate & a cancelled cheque” and an affidavit in original on a non-judicial stamp paper of Rs. 10 regarding genuineness of the declaration/information furnished by him/them online and authenticity of the supporting documents being produced by him/them on any working day within 10 days from the date of issuance of notification. **No additional time will be allowed to the bidders for producing the required documents.**



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- 2) If H1 bidder(s) fails to produce the supporting documents within the specified period (i.e. within 07 days from the date of issuance of notification), or if any of the declaration furnished by the bidder in on-line is found to be false during verification of the supporting documents by its original documents, which changes the eligibility status of the bidder then action will be taken as per Banning clause of GCC.
- 3) DVC reserves the right, at its sole discretion, to require any bidder, irrespective of whether such bidder is the H1 bidder or otherwise, to submit the original documents pertaining to the NIT requirements at any stage of the bidding process.
- Notwithstanding anything stated above, the owner reserves the right to request for any additional information and also reserves the right to reject the tender of any bidder, if in the opinion of the owner, the qualification data/requested information is incomplete and/or the bidder is found not qualified to satisfactorily perform the work.

3.0 DEADLINE FOR SUBMISSION OF BIDS:

- a) Bids shall be submitted in compliance to the provisions of the bidding documents no later than the time and date specified in the bidding documents/ any subsequent communication from the Tender Inviting Authority.
- b) Tender Inviting Authority shall not be liable for loss/non-receipt/late receipt of above documents in postal transit.
- c) The Tender Inviting Authority may, at its discretion, extend this deadline for submission of bids by amending the bidding documents.
- d) LATE BIDS will not be accepted.

4.0 MODIFICATION AND WITHDRAWAL OF BIDS:

- a) The Bidder may modify or withdraw its online/offline part of the submitted Bid after submission/uploading, prior to the deadline prescribed for Bid submission/uploading. No Bidder will be allowed to withdraw or modify the Bid after deadline of submission/uploading.
- b) For withdrawal of the offline part of Bids after submission, the Bidder shall notify the Employer in writing. The notice of withdrawal shall be address to the Employer at the address given in the Bidding Documents and bear the package name, Bid Number and the words "BID WITHDRAWAL NOTICE". The Bid withdrawal notice shall be accompanied with valid authorisation to request such Bid withdrawal.
- c) The actions which shall be taken in case of withdrawal of bids at different stages of tender/bid participation are as indicated below:
 - i. In the event of a H-1 bidder backing out prior to placement of order, the bidder shall be suspended for a period maximum upto one year or as per GCC as decided by DVC from the date of issue of suspension order and re-tender shall be done. In this re-tender such defaulting Bidder will not be allowed to participate. EMD (wherever applicable) will be forfeited.
 - ii. If the H-1 bidder withdraws his bid / do not acknowledge the order after issue of LOA/PO/Work Order/ LOA-cum-Work Order, then his EMD (wherever applicable) will be forfeited and the bidder shall be suspended for a period maximum upto one year as decided by DVC from the date of issue of suspension order and re-tender shall be done for the items awarded to him. In this re-tender such defaulting Bidder



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will not be allowed to participate.

5.0 BID PRICES:

1. Unless otherwise specified in the Technical Specifications, Bidders shall quote for the entire facilities such that the total Bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the Tender documents. Bidder(s) should study the tender documents carefully before quoting. Bidders are required to quote the price for all the commercial, contractual and technical obligations outlined in the Tender documents.
2. Whenever offer on variable price is asked, in such case bids shall be evaluated based on offered price without any loading on account of price variation. In case a specific ceiling limit is mentioned in the bid document, payment shall, however, be restricted to the actual extent of variation that would take place limited to the ceiling limit. For bids on variable price basis without any ceiling limit, payment will also be effected on actuals as per PV formula without any ceiling limit.
3. In case of any bidder offering firm price against Bidding Documents stipulation of variable price basis or variable price against Bidding Documents stipulation of firm price basis, it will be considered as deviation and bidder shall declare the cost of withdrawal of the same along with the price bid, failing which the offer will be considered unresponsive and to be rejected.
4. If the delay is attributable to the Contractor, Price variation for the delayed portion shall be calculated as on the "scheduled contractual delivery/completion period" or "actual delivery/ completion period", whichever is earlier.
5. If the advance is not interest bearing, there shall be no Price Variation on the advance payment component.
6. The Employer shall be entitled to make necessary tax deductions at source as per the prevalent laws. The Contractor shall be required to submit the PAN details to the Engineer-in-Charge before the submission of the first bill.
7. The Bidder shall himself be informed of all the applicable laws, notifications, rules, circulars and other communications of the State or Central or other authorities with regard to levy of any tax, duty, cess, levy or fee such that his bid prices take into account all of them.

6. TAXES, DUTIES, LEVIS AND CESS:

1. **Bidders shall quote the Prices** [which is inclusive of all taxes, duties, levies, cess, etc. including BOCW Cess (wherever applicable)] **plus GST** on the direct transactions between DVC and the Manufacturers/ Contractors/Service Providers /Suppliers separately as applicable on the last date of bid submission. GST as applicable for any item shall be to the account of DVC, at actual, subject to the limit as quoted for such item.
2. For direct import by DVC, Customs duty [including Social Welfare Surcharge, etc.] and



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GST as per Bill of Entry as applicable shall be to the account of the DVC, at actual.

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

7.0 CLARIFICATION ON TENDER DOCUMENTS

A prospective Bidder requiring any clarification to the Tender documents may notify the Employer (DVC) through e-mail to the two officers specially assigned for receiving Pre-Bid queries as mentioned in above, within the date as mentioned in Bidding Schedule above. On the queries asked by the Bidders up to the date of Pre-bid discussion, the Employer (DVC) will respond in the Pre-bid discussion and the Pre-bid replies will be hoisted (as Amendment) through <https://etenders.gov.in/eprocure/app>. within 7 days before the last date for submission of Bid.

The Pre-bid conference shall be held in hybrid mode i.e. both physical and virtually through MS teams on the date & time and Link as given in IFB clause.

The information contained in all the pre-bid replies will have to be taken into account by the Bidder in its bid. Non-attendance at the pre-bid conference will not be a cause for disqualification of bidder.

8.0 AMENDMENT TO TENDER DOCUMENTS

At any time prior to the deadline for submission of Bids, the Employer may, for any reason, whether at its own initiative, or in response to the clarifications requested by the prospective Bidders, amend the Tender documents. The amendment will be notified only on the <https://etenders.gov.in/eprocure/app>. In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their Bid, the Employer may, at its discretion, extend the deadline for the submission of Bids, if required.

Any addendum/corrigendum/extension, if required, will be hosted only to the <https://etenders.gov.in/eprocure/app>.

In case of change in technical parameter/ specification/ scope of services, selling and submission date will be extended suitably at the discretion of the Employer, if required.

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

9.0 PERIOD OF VALIDITY OF BID & LANGUAGE OF BID

- i. Bids shall remain valid for a period of **180 days from the closing date of bid submission prescribed by the Employer for the receipt of Bids**. A Bid valid for a shorter period shall be rejected by the Employer as being nonresponsive.
- ii. In exceptional circumstances, the Employer may solicit the Bidder's consent to an extension of the Bid validity period. The request and responses thereto shall be made by e-mail. If a bidder accepts to extend the period of



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bid validity, the validity of Bid security shall also be suitably extended. A bidder may refuse the request without forfeiting its Bid Security. A bidder granting the request will not be required nor permitted to modify its bid.

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

10.0 MODIFICATION AND WITHDRAWAL OF BIDS

- i. The Bidder may modify or withdraw its Bid after submission/uploading, prior to the deadline prescribed for Bid submission/uploading. No Bidder will be allowed to withdraw or modify the Bid after deadline of submission/uploading.
- ii) Any Bidder can modify its on-line part of the submitted Bid and resubmit the Bid on-line as many times as he may wish, only before the deadline of submission/uploading of Bids. Similarly, Bidder may withdraw his on-line part of the submitted Bid at any time before the last date and time of submission/uploading of Bid.
- iii) For offline part of Bids, Bidder's modifications of Envelope1 (if required for Envelope1) shall be prepared, sealed, marked as **"Bid Modifications-Envelope1"** and shall be addressed to the Employer at the address given in clause 16.0 of IFB above and bear the package name, NIT Number:

For withdrawal of the offline part of Bids after submission, the Bidder shall notify the Employer in writing. The notice of withdrawal shall be addressed to the Employer at the address given in clause 16.0 of IFB above and bear the package name, NIT Number and the words **"BID WITHDRAWAL NOTICE"**. The Bid withdrawal notice shall be accompanied with valid authorisation to request such Bid withdrawal.

- iv) If the Bid withdrawal notice of any Bidder received before the Bid submission deadline, his EMD will be refunded / returned.
- v) If the Bid withdrawal notice of any Bidder received after the Bid submission deadline and before opening of Envelope1, the Bidder will be disqualified along with forfeiture of his EMD and Envelope1 of remaining Bidders will be opened.

If the request of withdrawal is received from any techno commercial & QR compliant bidder after opening of Techno Commercial bid and before opening of Price Bid, the bidder will be disqualified and his EMD (wherever applicable) will be forfeited and price bids of remaining bidders will be opened.

In the event of a H-1 bidder (QCBS Methodology) backing out prior to placement of order, the bidder shall be suspended for a period maximum up to one year as decided by DVC from the date of issue of suspension order and re-tender shall be done. In this re-tender such defaulting Bidder will not



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be allowed to participate. EMD (wherever applicable) will be forfeited.

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

11.0 DOCUMENTS COMPRISING OF THE BID & BIDDING PROCEDURE

Two envelope Bidding procedure shall be followed as under:

(i) Envelope1: Online Submission of Envelope1 & scan copies of the following supporting documents for Envelope1 as per the Terms & Conditions of the NIT as Zip File (Named as Technical Bid in CPP Portal):

- (a) Documents in support of Technical QR & Financial QR as asked in NIT.
- (b) Scanned copy of Letter of Bid: This will be the covering letter of the Bidder for his submitted Bid duly signed by the Bidder. The content of the "Letter of Bid" printed/ typed on Bidder's letter head must be the same as per format given in specified Form of this NIT and it should not contain any other information.
- (c) Scanned copy of Notarized Power of Attorney (as per specified Form of this NIT).
- (d) Scanned copy of Affidavit (as per specified Form of this NIT) on a non-judicial stamp paper of Rs. 10 regarding genuineness of the declaration/information furnished by him/them online and authenticity of the supporting documents being produced by him/them.
- (e) Scanned copy of details of Banker for Making Payment through RTGS/NEFT (Bank Certificate as per specified Form of this NIT) & a cancelled cheque.
- (f) Scanned copy of DECLARATION ON BANNING POLICY as per specified Form of this NIT.

Bidders shall not be required to upload scanned copy of any other supporting document for Envelope1, except the above documents.

Please note that the Envelope1 & Scan copy of the supporting documents for Envelope1 as uploaded by the Bidder should not contain any Bid price content entry. In case any Bid price (basic price) component is exposed in Envelope1 or, any Scan copy of the supporting documents for Envelope1, then his Bid may be rejected outrightly by the Employer.

(ii) Envelope2 (Excel Sheet) in Template Format: Online Submission of Price Bid Template as per the Terms & Conditions of the NIT (Named as Financial Bid in CPP Portal):

Envelope2 (Excel Sheet) in Template Format: Price Bid shall comprise of the following:

Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules of Price Bid.

Bidders shall necessarily submit their Price Bid in "Envelope2 (Excel Sheet) in template format" and no other format is acceptable.

Note: 1. a) After downloading all the NIT documents including the Amendments to NIT documents (if any), Bidders are requested to fill up & upload the ["Envelope1 and Scan copy of all supporting documents for Envelope1, as mentioned in the NIT"]



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& “Envelope2 (Excel Sheet) in Template Format”] Online as asked in the NIT by taking care of all the Pre-Bid replies & Amendments.

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

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

b) The “Envelope1” & “Envelope2 (Excel Sheet) in Template Format” must not be modified/replaced by the bidder and the same should be uploaded after duly filling up the relevant information/declarations/prices as asked in the NIT, else the bidder is liable to be rejected for this tender.

The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.

12.0 COMMERCIAL AND TECHNICAL DEVIATIONS

No Deviations is permitted by the Employer for this tender.

The Bidders are advised that while making their Bid proposals and quoting prices, the above conditions may appropriately be taken into consideration.

Conditional Bid shall not be accepted under any circumstance by the Employer.

Bidders may note that deviations, variations and additional conditions etc. (if any) found anywhere in the Bid, shall not be given effect to in evaluation and it will be assumed that the Bidder complies with all the conditions of NIT Documents. In case Bidder refuses to withdraw unconditionally within a specific time frame, without any cost to the owner, the Bid is liable for rejection.

Hard Copy (Offline) Submission of supporting documents as per the Terms & Conditions of the NIT: Submission of the hard copies in Original / “self-authenticated and attested by Public Notary” of all the supporting documents for Envelope1 by the highest scored Bidder (H1 Bidder) for DVC’s verification and record, who was asked to submit the same by the Employer following the terms & conditions of this NIT within 07 days from opening of Envelope2 (Excel Sheet). No additional time will be allowed to the H1 Bidder for producing the required documents.

13 BID PRICES

- i. Unless otherwise specified in the Technical Specifications, Bidders shall quote for the entire facilities such that the total Bid price covers all the Contractor’s obligations mentioned in or to be reasonably inferred from the Tender documents. Bidder(s) should study the tender documents carefully before quoting.
- ii. Bidders are required to quote the price for all the commercial, contractual and technical obligations outlined in the Tender documents.
- iii. Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules.



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

14 PRICE BASIS

The Contract Price shall be **FIRM & FIXED** during the entire execution of the Contract and inclusive of all taxes, duties, levies, cess, etc. including BOCW Cess (as applicable) but exclusive of Goods and Services Tax and shall not be subject to any variation except on account of Statutory Variation on direct transaction between the Employer & the Contractor.

15 BID CURRENCIES: PRICES SHALL BE QUOTED IN INR only.

16 BID OPENING & BID EVALUATION:

Envelope-I (Techno-commercially Bid):

The Employer (DVC) will open “**Envelope-I: Techno Commercial Bid**” (with scanned copies of Letter of Bid, Affidavit, Notarized Power of Attorney & Scanned Copies of all required documents for meeting the Qualification Requirement) online only.

After evaluation of “**Envelope-I: Techno-Commercial Bid**”, Employer (DVC) will notify the date & time for opening of the “**Envelope-II: Financial Bid**” to all the techno commercial compliant Bidders (based on the evaluation of Envelope-I with scan copies of Letter of Bid, Affidavit, Notarized Power of Attorney & Scanned Copies of all required documents for meeting the Pre-Qualification Requirement and Minimum Score as Per QCBS Evaluation) through the e-tendering system.

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

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

Envelope-II: Financial Bid:

After opening of “**Envelope-II: Financial Bid**” online, Financial Bid evaluation will carry out as detailed below:

FINANCIAL BID EVALUATION: As per Evaluation Methodology illustrated in Clause of IFB

Backing out of H-1 Bidder:

In the event of a H-1 bidder backing out prior to placement of order, the bidder shall be suspended for a period maximum up to one year as decided by DVC from the date of issue of suspension order and re-tender shall be done. In this re-tender



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

FINAL FINANCIAL BID EVALUATION

The highest scored bidder (H-1) shall be requested to produce the supporting documents in original / self-authenticated and attested by Public Notary in respect of QR, Original Letter of Bid, Power of Attorney, "Bank Certificate & a cancelled cheque" and an affidavit in original on a non-judicial stamp paper of Rs. 10 regarding genuineness of the declaration/information furnished by him/them online and authenticity of the supporting documents being produced by him/them and the documents as per Clause of ITB on any working day within 07 days from the date of issuance of notification.

No additional time will be allowed to the bidders for producing the required documents.

If H1 bidder(s) fails to produce the supporting documents within the specified period (i.e. within 07 days from the date of issuance of notification), or if any of the declaration furnished by the bidder in "Envelope-I: Techno-Commercial Bid" on-line is found to be false during verification of the supporting documents, which changes the eligibility status of the bidder then EMD (if applicable) of the Bidder will be forfeited with caution letter to refrain in future. In event of 2nd instances by the same Bidder in any DVC's Tender then EMD will be forfeited, and the Bidder will be banned for one year from participating in future tenders of DVC.

Consideration of Abnormally Low Bids:

An Abnormally Low Bid is one in which the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price. Procuring Entity may in such cases seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, resource mobilization, allocation of risks and responsibilities, order execution plan, and any other requirements of the bids document. If, after evaluating the price analyses, procuring entity determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the Bid/ Proposal. However, it would not be advisable to fix a normative percentage below the estimated cost, which would automatically be considered as an abnormally low bid.

Note:

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

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

(iii) In case where the business firm happens to have been banned / suspended by



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

In case Performance Rating obtained above is 'Unsatisfactory', in a single contract in two consecutive billing cycles, the Contractor shall not be recommended for issue of tender enquiry/ price bid opening/ placement of PO for a period as deemed fit not more than 2 years.

17 CONTACTING THE EMPLOYER & AWARD OF CONTRACT

- i. Any effort by a Bidder to influence the Employer in the Employer's Bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's Bid.
- ii. The Employer will award the contract to the successful Bidder whose Bid has been determined to be substantially responsive and to be the "Highest Scored Bid", further provided that the Bidder is determined to be qualified to perform the contract satisfactorily.

18 EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Employer reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

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

- a) After opening the Price bid of the Techno-Commercially Qualified Bidders, Employer (DVC) will issue LOA/PO/Work Order/LOA-cum-Work Order to the **H1 Bidder(s)** after verifying the supporting documents of the H1 bidder(s) as per Bidding Document.
- b) Prior to the expiration of the period of Bid validity, DVC will notify the successful Bidder in writing by issuing LOA / PO for any Supply Contract and LOA/ Work Order for any project / works / services/PMC/AMC/ARC, etc through email followed by hard copy handing over by suitable full proof method, that its Bid has been accepted. The said LOA/PO/Work Order will constitute the formation of the contract and shall in all respect be deemed to be and shall be constructed and shall operate as an Indian Contract as defined in the Indian Contract Act 1872 and all payments thereunder shall be made in Rupees.
- c) On receipt of such LOA/PO/Work Order/LOA-cum-Work Order, the successful Bidder has to accept the same within 10 days from such issuance date. If acceptance of successful Bidder is not received within the stipulated time above, it will be assumed that LOA is acceptable by successful Bidder.

VOLUME - I

SECTION - III

GENERAL CONDITIONS OF CONTRACT
(GCC)

and

Policy for withholding and Banning of
Business Dealings



DVC GCC.pdf

(DVC GCC is also attached with this NIT as NIT Document in CPP Portal)



VOLUME - I

SECTION - IV

SPECIAL CONDITIONS OF CONTRACT
(SCC)



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- 1.0 **Completion Period/ Contract Period:** 730 days i.e., 02 (two) years from the date of commencement of works.

2.0 SIGNING THE CONTRACT AGREEMENT

Within 7 days from the date of issue of Letter of Award, DVC will send the successful Bidder the draft Contract Agreement in line with the bidding documents (as per Sec-V (Bid Forms & Procedure) of Vol-I NIT), incorporating all agreements between the parties. After receipt of the draft Contract Agreement, the Contractor should acknowledge and unconditionally accept, sign, date and return the final Contract Agreement on non-judicial stamp paper of appropriate value in duplicate within 14 (fourteen) days from the date of issue of Letter of Award. If both parties simultaneously sign the contract across the table, further acknowledgement from the supplier is not required. Out of 3 sets of original Contract Agreement, the Contractor shall be provided with one signed original, and the other will be retained by the Employer. Subsequent to signing of the Contract, the Contractor at his own cost shall provide the Employer with at least eight (8) scan copies and three (3) soft copies of the Contract Agreement(s) within thirty (30) days after signing of the Contract.

Non-execution of Contract Agreement by the Contractor within 30 days from the date of issue of Letter of Award, due to fault of the Contractor, will constitute sufficient ground for forfeiture of its EMD and shall short-close the Contract and retender and in this retender such defaulting Bidder will not be allowed to participate.

All Contract Documents, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be written in English, and the Contract shall be construed and interpreted in accordance with that language. If any of the Contract Documents, correspondence or communications are prepared in any other language, the English translation of such documents, correspondence or communications shall prevail in matters of interpretation.

3.0 LD CLAUSE AND RISK PURCHASE CLAUSE:

- (i) DVC reserves the right to recover a sum equivalent to 0.5% of the delayed work for each week of delay or part thereof subject to maximum of 5% of the total value of the order as Liquidated Damage due to delay in completion of work attributable to the contractor.
- (ii) Alternatively, the Purchaser reserves the right to purchase/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.
- (iii) Alternatively, the Purchaser may cancel the Order/contract completely or partly without prejudice to his right under the alternatives mentioned above.
- (iv) In the event of recourse to alternative (ii) and (iii) above, the Purchaser will have the right to repurchase/ outsource the stores/works & service, to meet urgency in requirement



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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.

4.0 Debarment of firms from Bidding

As per Clause No. 27 (a) -Annexure-I (Debarment of firms from bidding) of GCC.

5.0 FORCE MAJEURE:

As per GCC.

6.0 NON-DISCLOSURE AGREEMENT

During the execution of the work/Service, the contractor may become acquainted with information that may be sensitive in nature with regards to Confidential Information security of DVC. The contractor or his representatives shall not, without the DVC's prior written consent, disclose any information about DVC system/processes/setup to any person other than a person employed by the contractor in the performance of the work assigned to them.

7.0 SETTLEMENT OF DISPUTES

As per GCC.

8.0 FRAUD PREVENTION POLICY:

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

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

a) POLICY OBJECTIVES:

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

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

b) SCOPE OF POLICY:

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



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c) DEFINITION OF FRAUD:

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

d) ACTIONS CONSTITUTING FRAUD:

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

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

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

e) REPORTING OF FRAUD

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

f) INVESTIGATION PROCEDURE:

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



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investigation undertaken by them. There shall be constant coordination maintained between the two.

g) RESPONSIBILITY FOR FRAUD PREVENTION:

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

9.0 LIMITATIONS OF LIABILITY:

Except in cases of criminal negligence or wilful misconduct,

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

And

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

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

11.0 DISQUALIFICATION:

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

- a) Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/ or;
- b) Records of poor performance during the last five years across DVC, as on the date of publication of Bidding Documents, such as abandoning the work, rescission of the contract for reasons which are attributable to non-performance of the contractor, inordinate delays in completion, consistent history of litigation resulting in awards against the contractor or any of the constituents, or financial failure due to bankruptcy, and so on. The rescission of a contract of venture JV on account of reasons other than non-performance, such as the most experienced partner (major partner) of JV pulling out;
- c) On account of currency of extant debarment Policy of DVC.
- d) "In case where the business firm happens to have been banned/suspended by 'Any establishment of DVC' / 'Ministry of Power- Govt. of India' / 'Department of Expenditure (DoE), Ministry of Finance (MoF) – as displayed on Central Public Procurement Portal (CPPP)' and the ban / suspension is still in force on the date of bid opening of techno-commercial bid or on the date of issuance of LOA/PO/Work Order/ LOA-cum-Work Order, the offer of the business firm/ authorized agent/distributor/dealer/affiliates shall not be considered for all establishments of DVC."



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15.0 BILL TRACKING SYSTEM:

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

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

12.0 TERMINATION OF CONTRACT

It will be guided as per Clause no. 24 under optional terms & conditions of GCC

13.0 GENERAL CONDITIONS OF CONTRACT (GCC):

Order will be placed by DVC are subject to the terms and condition as mentioned in this Tender document and also will be guided by DVC's General Conditions of Contract (GCC), as uploaded separately with this NIT. However, Special Conditions of Contract (SCC) and all other terms and conditions of this Tender document, shall supplement/amend the corresponding clause of this GCC. Wherever there is a conflict, the provisions in SCC as mentioned below and all other terms and conditions of this Tender document shall prevail over those in this GCC.

NOTE: The term "Notification of Award" in GCC shall be read as "Letter of Award".

14.1 CONFLICT OF INTEREST

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Employer's interests. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they directly or indirectly control, or are controlled by or are under common control of another entity; or
- b) they have the same legal representative/agent for purposes of their bids; or
- c) they have relationship with each other, directly or through common third party(ies), that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- d) Bidder and/or any of its allied entity(ies), which directly or indirectly control(s) or is(are) controlled by or is(are) under common control of another entity, has(ve) participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the tender; or
- e) Bidder participates in more than one bid in this bidding process.
- f) In cases of agents quoting on behalf of their principal manufacturers/service providers, one agent cannot represent two manufacturers/service providers or quote on their behalf in a particular tender enquiry. One manufacturer/service provider can also authorize only one agent. There can be only one bid from the following:
 - i. The principal manufacturer/service provider directly or through one Indian agent on his behalf; and
 - ii. Indian/foreign agent on behalf of only one principal.



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For the purposes of this clause the term 'control' shall have the following meaning:

“Control” shall include the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders' agreements or voting agreements or in any other manner.

Note: If two or more CPSEs/State PSEs participate in a tender, they will not be deemed to fall under the 'Conflict of Interest' provisions solely because they are under common control of Government of India/State Government.

Compliance to “Conflict of Interest” provisions to be submitted as per specified format.



VOLUME - I

SECTION – V

**BID FORMS AND
PROCEDURES
(BFP)**



VOLUME – II

Special terms & condition (STC)

(Scope of Work, QR, Technical Specification and Other Terms & Conditions)

1.0 SCOPE OF WORKS AND TERMS AND CONDITIONS:



ANNEXURE-I (Scope
of Work T&C_JH).pd

Location wise Audit Units of Jharkhand

Sl. No.	Audit Unit Description	No. of Audit Units
1	Location C (MAITHON, PANCHET, DHANBAD, PUTKI & CHANDRAPURA)	60
2	Location D (BOKARO THERMAL, KONAR, KODERMA & TILAIYA)	61
3	Location E (HAZARIBAGH, RAMGARH, RANCHI, LATERHAR & JAMSHEDPUR)	17
Total		138

2.0 PRICE BASIS:

Rate(s) shall remain Firm throughout the contract period.

3.0 BID EVALUATION PROCEDURE:

Bid evaluation will be done on **SUMMERY WISE** basis.

4.0 VALIDITY OF CONTRACT:

730 days from the date of commencement of work order.

5.0 Completion period: The Completion period shall be 730 days from the date commencement of work order.

6.0 PAYMENT TERMS:

All payments would be made by the Firm from DVC on being due and would be accepted for payment by DVC based on the satisfactory progress and quality of the work in sole discretion of DVC.

Phase	Payment Term
Phase I	50% payment shall be released after successful submission of the audit report for the first six-month period and its acceptance by DVC.
Phase II	50% payment shall be released after successful submission of the audit report for the first six-month period and its acceptance by DVC.



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The Audit Firm shall raise the invoice after successful submission of the Audit Report and acceptance thereof by DVC for each phase of audit in respect of each project.

Invoice to be raised to Internal Audit Department, DVC, HQ, Kolkata.

The paying authority is Sr Manager Fin., DVC, Kolkata.

Also, Security Deposit against Contract SDPBG/e-PBG shall be recovered through pro-rata deduction at the rate of 3% from each Running Account (RA) Bill, which will be released after the expiry of the Performance Guarantee period.

Note:

- i. Statutory taxes, whichever is applicable will be deducted from the bills.
- ii. GST will be applicable as GOI rule.
- iii. Materials to be received at respective consignee's end and Bill & Payment has to be processed from the respective Accounts of consignee station.

For DVC Stations at Jharkhand (KTPS, BTPS & CTPS) GST no. shall be 20AABCD0541M1Z5.

For DVC Stations at West Bengal (DVC Head Quarter Kolkata, MTPS, DSTPS & RTPS) GST no. shall be 19AABCD0541M1ZO

7.0 Performance Guarantee: Performance security should be for an amount equivalent to 3% of the Letter of Award (LOA)/ Work Order (WO)/Purchase Order value.

For procurement up-to Rs. 1 Cr, security deposit may be recovered as **Pro-rata deduction @ 3% from the RA bills, and it will be released after Performance Guarantee period+2 months.**

8.0 OTHER TERMS & CONDITIONS:

1) Taxes & Duties:

GST, as admissible, will be paid by DVC as per Govt. of India rule against submission of GST Registration Certificate.

2) GST:

- a. Invoice to be raised separately with different rates of GST.
- b. Please submit Tax Invoice on supply of material/ service with prerequisites statutory information within stipulated time as mentioned in the relevant provisions of the Central Goods and Services Tax Act 2017 and allied acts and rules made thereunder. In case the invoice is issued beyond the stipulated time as per GST act, then DVC will not be liable to reimburse any such taxes & duties paid under the GST Act. Further, the supplier of Goods/ Services indemnifies DVC from and against any loss / extra cost incurred by the company on account of default by the supplier or any of its third party in any statutory compliance of the GST Act.

3) Period Of Validity Of Bid:



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(i) Bids shall remain valid for a period of **180 days** from the date of opening of the bid.

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

4) **Splitting of Contract:**

Not applicable.



VOLUME – III

General Conditions of Contract (GCC)

DVC GCC is attached below.



DVC GCC.pdf



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VOLUME – IV

Bid Forms

Sr No.	Bid Forms	Tick & Number	Page	Remarks
1	Form of Letter of Bid and acceptance of all terms & conditions.			
2	Proforma for Affidavit to be submitted by the Bidder			
3	POWER OF ATTORNEY			
4	Proforma for No Relation Certificate			
5	Information regarding details of banker & other particulars for making payment through RTGS/NEFT/CBS			
6	Proforma certificate for compliance of GOI's orders			
7	Declaration [whether the bidder is presently debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make in India)].			
8	Declaration regarding Local content in Ex-works price included in bid price			
9	Format of Conflict of Interest			
10	Proforma of Certificate From the CEO/CFO of THE BIDDER			



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FORM NO 1

LETTER OF BID AND ACCEPTANCE OF ALL TERMS & CONDITIONS

(to be printed on the letter head of bidder)

Bid Proposal No:

Date:

To

The

(Designation & Full Address of TIA)

Sub:

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

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

Dear Sirs,

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

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

OR

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

This Bid and our written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any bid you receive.

We hereby confirm our acceptance of all the terms and conditions of the NIT document including Its subsequent amendments (if any) & clarifications (if any), unconditionally.

WE HEREBY CONFIRM OUR ACCEPTANCE OF ALL THE TERMS AND CONDITIONS OF THE NIT DOCUMENT INCLUDING ITS SUBSEQUENT AMENDMENTS (IF ANY) & CLARIFICATIONS (IF ANY), UNCONDITIONALLY.

Yours faithfully,

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

1. Name of the Bidder:

2. **Whether bidder is registered in DVC SAP system: YES/ NO** (Tick as applicable).

If YES, SAP Vendor Registration Number:

3. Name of Authorised Signatory:

4. Address:

5. E-Mail Address:

6. Mobile Number:

7. FAX Number:

8. Telephone Number:

9. Place:

10. Date:



FORM NO 2

PROFORMA FOR AFFIDAVIT TO BE SUBMITTED

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

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

AFFIDAVIT

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

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

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

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

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

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

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

OR

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

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



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Signature of the Tenderer

Dated:

Signature and Seal of Notary

FORM NO 3

POWER OF ATTORNEY

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

ON NON-JUDICIAL STAMP PAPER

TO WHOM IT MAY CONCERN

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

Signature of <Name of Authorised person> is duly attested hereunder.

Thanking you

Yours faithfully

.....

<Signature of the Attesting Authority of the
Company>

Signature of < Name of Authorised person > **of M/s** <Name of participating Firm / Company>

Attested by <Name of Attesting Authority>

.....

.....

Stamp

Notarized by

.....

.....

Stamp



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FORM NO 4

NO RELATION CERTIFICATE

Certified that I/ We have no relative posted in Accounts/ Finance Department in any capacity between grades of Divisional Accountant and Manager (Finance) (both inclusive) or as an Engineer in the capacity between the grades of Dy. Chief Engineer and Junior Engineer (both inclusive) in DVC under whose audit/ technical control the work will be executed. I/ We shall also intimate the name of persons who subsequently employed by me/ us who are nearly relatives to any Engineer/ Divisional Accountant/Accounts/Finance Officials in DVC.

By the terms near relative is meant wife, husband, parents and grandparents, children and grand children, brother and sisters, uncles, aunts and cousins and their in-laws.

Signature of the Contractor



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FORM NO 5

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

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

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

Date:

(Authorised

Signatory)

Place:

(Printed Name)

(Designation)

.....

(Name)

.....

Address.....

....

(Company Seal)



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Bank Certification:

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

Date:

(Authorised

Signatory)

Place:

(Name)

(Designation)

(Authorisation No.)
(Bank Seal)



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FORM NO 6

PROFORMA OF CERTIFICATE FOR COMPLIANCE OF GOI's
ORDERS

(To be submitted on Bidder's Letter Head)

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

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

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

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

Date:

Place:

(Authorised Signatory)

(Printed Name)

(Designation)

(Name) _____

Address _____

(Company Seal)



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FORM NO 7

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

Name of the Supply/Work:

NIT NO.

To
The
(Designation & Full Address of TIA)

Dear Sir,

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

Whether the Bidder is presently debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPP-MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP)

Yes / NO
[Strike off, whichever is not applicable]

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

Date : (Signature).....

Place : (Designation).....

(Printed Name).....

(Common Seal).....



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FORM NO 8

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

(Duly certified by the statutory auditor or cost auditor)

Name of the Supply/Work:

NIT NO.

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

To
The
(Designation & Full Address of TIA)

Dear Sir,

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

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

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

(Signature).....
Date : (Designation).....
Place : (Printed Name).....
(Common Seal).....

NOTE: In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other 3 / 11 than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020.



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FORM NO 9

**FORMAT FOR DECLARATION BY THE BIDDER FOR CONFLICT-
OF-INTEREST**

(On the Letter Head of the Bidder)

Ref. No: _____

Date

To,

The General Manager(M)
Damodar Valley Corporation,
C&M Department, 3rd Floor,
DVC Towers, VIP Road, Kolkata,
West Bengal, Pin: 700054

Description: ***Outsourcing of Internal Audit Function of DVC formation in the state of Jharkhand (Maithon, Panchet, Dhanbad, Putki, CTPS, BTPS, Konar, Koderma, Teliaya, Hazaribagh, Ramgarh, Ranchi, Latehar & Jamshedpur) for two (02) years.***

.

NIT No. **DVC/Tender/Head Quarter/Finance/CMM/Works and Service/2600003026** Dated: 31/08/2026

Sir,

We confirm that we have read and understood the Clause regarding “Conflict of Interest” and our bid is in compliance to this clause.

In case it is established that we have provided any false information in pursuance of the aforesaid Clause, while competing for this contract, then our bid shall be rejected and the security bid shall be forfeited.

We also understand that in case we become successful bidder, if it is established that we have not complied with terms of aforesaid Clause, during execution of contract, this would be considered as fraudulent practice as mentioned in “Policy for Debarment from Business Dealings” and shall be dealt accordingly.

Signature

(Name of the Authorized Signatory)

Company Seal



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FORM NO 10

PROFORMA OF CERTIFICATE FROM THE CEO/CFO OF THE
BIDDER

Ref.:

Date:

To
The
(Designation & Full Address of TIA)

Dear Sirs,

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

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

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

Yours faithfully

(Signature)

Date :
.....

(Name & Designation)

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



VOLUME-V

SCOPE OF WORK & TERMS and CONDITIONS
for “*Outsourcing of Internal Audit Function of*
DVC formation in the state of Jharkhand
(Maithon, Panchet, Dhanbad, Putki, CTPS, BTPS,
Konar, Koderma, Teliaya, Hazaribagh, Ramgarh,
Ranchi, Latehar & Jamshedpur)” for two (02)
years.

(Attached Separately in CPPP with NIT.)