DAMODAR VALLEY CORPORATION
CHANDRAPURA THERMAL POWER STATION
P.O. CHANDRAPURA: DIST: BOKARO

TENDER NOTIFICATION (Short Tender Notice)

No. CT/CE/T-37(CHP)/(E)/205 Date : 08/06/2009

Name of Work : Annual Contract for removal of Technological waste in Zone – I (Div. I &II) in CHP, Chandrapura.

1. Name of Project/Department issuing Tender : Office of the C.E, Technical Section, CTPS (O&M).
2. NIT Details: Available on Website (details as per Sl. No. 10 below).
3. Name of the officer with designation, Address, Telephone & Fax No. inviting Tender/issuing Tender Advertisement. | SHRI S.K.SAIN, CHIEF ENGINEER, CTPS (O&M) & Project Head P.O. Chandrapura, Dist. Bokaro, Pin – 828403. Telephone No. 06549-242838. Fax No. 06549-242279.
4. Estimated Cost : Rs. 26,67,440/- (Rupees Twenty six Lakh Sixty Seven Thousand Four Hundred forty only).
5. Earnest Money to be deposited : Rs. 53349/- (Rupees Fifty three thousand three hundred forty nine only).
6. Cost of Tender Paper : Rs. 500/- (Rupees Three hundred) (Non-Refundable)

   Cost of tender Paper is to be deposited in cash in the office of the Sr. A.C.A.O., DVC, CTPS.
7. Tender Selling Period : From 22/06/2009 to 25/07/2009 between 11 AM to 3 PM on any working days.
8. Last day of Tender submission : Upto 3 P.M. of 27/07/2009.
9. Tender opening Date : 27/07/2009 at 03.30 P.M.
10. For detailed NIT please visit ‘ www.dvcindia.org ‘or www.tenderhome.com or ‘www.tendercircle.com’ or may contact at e-mail, ‘webmaster@dvcind.org’ in case of difficulty.

S/d
Chief Engineer
DVC, CTPS.

created using BCL easyPDF Printer Driver
Click here to purchase a license to remove this image

DAMODAR VALLEY CORPORATION
CHANDRAPURA THERMAL POWER STATION
P.O. CHANDRAPURA: DIST: BOKARO

Tender Notice

No. CT/CE/T-37(CHP)/(E)/205 Date : 08/06/2009

For and on behalf of the Damodar Valley Corporation sealed tenders are invited by the Chief Engineer, CTPS, DVC from Bonafide, experienced and financially sound suppliers/contractors for the under noted supply/works.

Name of Work	Estimated Cost (Rs.)	Earnest Money (Rs.)	Cost of tender Paper (Rs.)	Date of Opening
Annual Rate Contract For Removal of Techno-Logical Wastes in Zone-I (Div. I&II) in CHP, CTPS.	26,67,440/-	53349/-	500/- (Non-Refundable)	27/07/2009

The Tender/Bids shall be in two parts. One part containing Tech. particulars and commercial terms & conditions (unpriced) and the other part, containing price detail only
The main Envelope containing the offer must contain three small envelopes –A, B&C with proper super scribing thereon as under:-

A-Envelope Having the requisite Earnest Money and cost of tender paper in the form of Demand Draft/Pay order in favour of the Sr. Addl. Chief Accounts Officer, DVC, CTPS, Chandrapura. (if down loaded from website).

B-Envelope Techno-Commercial part with necessary credential and Techno-Commercial Deviation schedule, if any.

C-Envelope Price in details Cost of withdrawal of deviations.

Tender papers will be available from the office of the undersigned on any working day between 11 A.M. to 3 P.M. from 22/06/2009 to 25/07/2009. The Tender paper completed in all respect will be received upto 3 P.M. of 27/07/2009 and will be opened on the same day at 3.30 P.M. No Tender paper will be sold on opening day and also will not be accepted after the schedule time if sent by post will be received upto 3 P.M. of 27/07/2009 and will be opened on the same day at 3.30 P.M.. No Tender paper will be sold on opening day and also will not be accepted if sent by post.

Non-transferable tender documents and detailed specifications may be obtained from the office of the undersigned as per fixed date & timing schedule as stated above against cash receipt of tender value mentioned above from the **office of the Sr. A.C.A.O., CTPS, DVC or Bank Draft Payable at SBI, Chandrapura, Code-2925/ Bank Of India, Chandrapura, Code-4855 in favour of SR. A.C.A.O. , CTPS, DVC**. The money paid against the value of tender document will not be refunded on any account whatsoever.

In case the tenderer wishes to obtain tender document by post, the cost of the Tender Document mentioned above plus a sum of **Rs. 100/-(Rupees Hundred)** only should be sent by Bank Draft payable **at SBI, Chandrapura Code-2925/ Bank Of India, Chandrapura, Code-4855 in favour of Sr.A.C.A.O, DVC, CTPS** takes no responsibility for delay, loss, damage or non-receipt of tender documents sent by post.

Tender documents can also be downloaded from our website (www.dvcindia.org). However, the bidders must enclose a Bank Draft (Payable in favour of Sr. A.C.A.O., DVC) of value equal to the cost of tender documents as indicated in the envelope 'A' while submitting the offer, failing which the tender will not be considered.

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

Cont…P/2

created using BCL easyPDF Printer Driver
Click here to purchase a license to remove this image

Cost Compensation for Deviations:
Deviations specifically declared by the bidders in the respective Deviation schedules of as per Annexure-C (to be submitted along with techno-commercial offer) and respective cost of withdrawal of such deviation as per Annexure-D (to be submitted along with the price bid) only will be taken into account for the purpose of evaluation. The bidders are required to declare the prices for withdrawal of the deviations declared by them in the deviation schedules. Such prices declared by the bidders for the withdrawal of the deviations in the deviation schedules shall be added to the bid price to compensate for these deviations. In case prices for the withdrawal for declared deviations are not furnished by the bidder, their offer will be considered as unresponsive and will be rejected. In case the bidder refuses to withdraw the deviations at the cost of withdrawal indicated by the bidder in the deviation schedules the bid security/EMD of the bidder may be forfeited.
Bidders may not that deviations, variations and additional conditions etc. found elsewhere in the bid other than those stated in the deviation schedules, save those pertaining to any rebates, shall not be given effect to in evaluation and if will be assumed that the bidder complies to all the conditions of Bidding Documents. In case bidder refuses to withdraw, without any cost of the owner, those deviations which the bidder did not state in the deviations schedules, the bid security of the bidder may be forfeited.

The tenderer must accompany the Earnest Money in any of the following forms:

a) Pay order or Demand Draft in favour of the Sr. Addl. Chief Accounts Officer, DVC, CTPS, Chandrapura.
b) Bank Guarantee from a Nationalized Bank/Scheduled Bank/Foreign Banks, irrevocable and operative till the validity of the offer as per standard proforma which is to collected from S.E.(Technical) office, CTPS, if required.
c) Fixed Deposit Receipt issued by Nationalized Bank endorsed in favour of the Sr. Addl. Chief Accounts Officer, DVC, CTPS, Chandrapura.
d) DVC bonds duly endorsed in favour of the Sr. Addl. Chief Accounts Officer, DVC, CTPS, Chandrapura.
e) Post office National Savings Certificate, having face value equal to the EMD value and duly endorsed in favour of the Sr. Addl. Chief Accounts Officer, DVC, CTPS, Chandrapura.

On the opening day of Tender, A envelope will be opened first to check the contents. If 'A' envelope is found, as per our requirement, then the Techno-Commercial part envelope 'B' will be opened. The price part i.e. 'C' envelope will be opened for the Techno-Commercially accepted Bidders only.

The date & time for opening the price part will be intimated to successful bidders only. Bidders authorized representative and/or bidder may attend the price bid opening.

Cost of tender paper is to be deposited in cash in the office of Sr. A.C.A.O., DVC, CTPS.

QUALIFYING REQUIREMENTS:

The total estimated cost for the above job is about Rs. 26,67,440 /- Excluding Service Tax.
The intending bidders should submit the following along with their offer.
A) The Intending bidder should furnish the documentary evidence of annual financial turnover during the three years ending on 31st March of the financial year that the annual turn-over on average is at least 70% of the estimated cost for each year.
B) The Intending Bidder must enclose copies of tax audit report for the preceding three financial years 2006-07, 2007-08 and 2008-09 duly audited by a practicing Chartered Accountant.
C) Bidder must enclosed Annual Account Reports, Balance sheet, Profit & Loss Account of preceding three years to determine working capital position, Overall profitability, debit equity ratio, average annual turnover etc.
D) Overall cash flow projection of the firm (certified by bidder themselves) must be enclosed along with offer.

Cont.. P/3

created using BCL easyPDF Printer Driver
Click here to purchase a license to remove this image

E) The Intending Bidder has to enclose a certificate of Solvency from its Banker(Nationalized Bank/ Scheduled Bank excluding Co-operative Bank) for 70% of the Estimated cost.

F) Experience of having successfully completed similar type of work during last seven years ending last day of month previous to the one in which offers are invited should be either of the following. The estimated cost for the work should be taken as Rs. 26,67,440/-

a) There similar completed works each costing not less than the amount equal to 30% of the estimated cost.

OR

b) Two similar completed works each costing not less than the amount equal to 40% of the estimated cost.

OR

c) One similar completed work costing not less than the amount equal to 70% of the estimated cost.

Similar work means work in nature exactly similar to that described in the 'Scope of Work' in the Tender Document or more critical job as executed and related to power plant area (containing money value from the concerned authority along with the copy of LOI/WO, agreement in support of credential as per stated above)

G) Following documents are also required to be enclosed with tender.

a) STRC/Reg. Certificate under VAT.
b) PAN under IT Act.
c) Service Tax Registration Number and Registration Certificate.
d) EPF Registration Certificate.
e) Labour Licence.
f) Power of Attorney in favour of person signing the tender.
g) Documentary evidence in support of deployment of manpower for similar application.
h) Status of the firm i.e Company registration, proprietorship deed etc.

H) Earnest Money Deposit: Rs. 53,349/= (Rs.Fifty Three Thousands Three hundred Forty Nine only) in Favour of Sr. Additional Chief Accounts Officer, DVC, CTPS.

I) Cost of Tender Paper: Rs. 500/= (Rs. Five hundred only)

The intending Bidders may also download the Tender documents from DVC's website in which case the cost of Tender document i.e. Rs. 500/- shall be Tendered along with the Bid in the form of Demand draft or Pay-order drawn on State Bank of India, Chandrapura in favour of Sr. ACAO, DVC, CTPS. If the cost of Tender document is not accompanied with the Bid/Tender, which has been obtained, from Electronic Media, the Tender shall be rejected outright. DVC does not accept any responsibility for inaccuracy of Tender document obtained from DVC's website in comparison to Tender documents available at the office of SE (Tech.), DVC, CTPS.

J)DVC reserves the right to amend the estimated value of the work without assigning any reason thereof and at its discretion.

Scope of work

Part "A"

(A) Scope of work & Services: General scope of work and services are to be rendered by the contractor for (3X130MW) + (3X120MW) units of CHP, DVC, CTPS.

1. Removal of technological waste of Zone I area and generated in course of running around all equipment.

Zone I

- **Div.-II:-** All Area Around vibro feeders of wagon Tripler(Old), Con7D,7,8,9 Crusher 3& 4 conv. 11B , including its tail pulley, drive system, deck plate and sump pump pit, drain area & counter wt area, both side walkway, below return belt, stairs etc.

Cont.. P/4

created using BCL easyPDF Printer Driver
Click here to purchase a license to remove this image

- **Div. -I:-** All Area Around vibro feeders Conv. 22, 23,5, 10 ,11A,Crusher 1&2, including its tail pulley, drive system, deck plate and sump pump pit, drain area & counter wt area, both side walkway, below return belt, stairs etc.

2. The contractor has to ensure the proper upkeepment of the area, for smooth running of the equipment as well as for maintenance work of stand by equipment.

3. A specified format upkeepment status which will be supplied by DVC is to be submitted twice in a month after joint inspection with DVC Engineers and the competent authority (site-in-charge) of the contractor to assess the overall performance of upkeepment activities. However the contractor must submit status report about cleaning status and progress weekly. Submission of joint inspection report and weekly status report is compulsory.

4. The contractor has to maintain proper register (Log Book of the work) services covered under the contract as per the instruction of the Engineer-in-charge of user section. The contractor must keep it updated and show it as and when demanded by Engineer–in-charge.

5. The contractor has to provide necessary consumables, T&P items such as shovel, spade, crow bar etc.

6. All technological wastes generated in all the associated areas of CHP shall have to be removed by the contractor by engaging suitable manpower, wherever necessary and by providing all consumables, safety appliances and T&P items as required for proper and smooth running of the CHP system.

7. Removal of coal from conv. belt and/or work site to be done in case of any breakdown or due to malfunctioning of systems for rehabilitation of the system at the earliest. The coal/waste removal will have to be done again either putting it into the system or removal of the same to the outside as directed by the Engineer-in-charge. If huge amount of coal are dumped below conveyor trench or structure, then removal of the same is to be done by the contractor.

8. Removal of technological waste from the pit of wagon tippler old as and when required and disposal of the same is to be done by the contractor as per the instruction of Engg-in Charge.

9. Removal and disposal of metal, scrap holders along and below the conveyor system.

10. Oil, grease, dust, soil and other rubbish material lying around and over the equipment, Transfer House leakages from Transfer House, underneath structure frames, walk way, stairs, hand railing of different zones are to be perfectly cleaned.

11. Removal of metal scraps taken out from magnet, metal detector or scraps generated due to maintenance work and disposal to specified area.

12. Any dispersion or accumulations of technological waste from zone-I due to breakdown or normal operation are to be removed.

13. For proper maintenance of various sump pumps for smooth operation of CHP by proper removal of technological waste from sump pits, drain connected to the pits etc. are to be done.

14. To ensure proper maintenance of mechanized vibrofeeders tray and associated equipment by satisfactory removal of technological waste from time to time.

Cont… P/5

created using
BCL easyPDF
Printer Driver
Click here to purchase a license to remove this image

15. The contractor is to complete removal of all technological waste for maintenance of the system. Cleaning and removal of all technological waste should be done in such a way that all the equipment and machineries of CHP area should run smoothly and safely without any disruption. **If DVC is forced to engage any other agency to complete any incomplete job of the contractor, the expenses thus incurred will be deducted from the contractor's bill.**

16. In case of emergency situation, the requirement of additional manpower are to be arranged by the contractor (without any extra cost to DVC) to restore normalcy. This also includes additional manpower support under mandatory scope for round the clock basis service during rainy season(limited to June to September) for removal of chute jamming at all work point at a time as required apart from other remedial action against emergency situation for maintaining normal operation of coal handling plant without any cost burden to DVC.

17. Before mobilization, the contractor has to submit detail list of T&P items and final manning list to be deployed to the area section for their verification before start the work.

18. For smooth flow of rain water (if required), small portion of drain (temporary or permanent) to be cleaned by the contractor.

19. The scrap shall have to be disposed off to the designated place as per instruction of DVC Engineer.

20. List of major equipment/system of Coal Handling Plant at CTPS related to removal of technological waste under the contractors proposed scope of work of Div. I&II (Zone-I)

Zone-I

1). (Divn.-II)

A.) Wagon tippler (Old) 1 (one) No.
Vibrating feeders 2 Nos. (One of capacity 500 TPH & other one of Capacity 250 TPH) at old wagon tippler.
B.) 5 (five) nos. belt conveyer as detailed below

Sl.No.	Conveyor	Conveyor Length	Belt width	Charring Capacity	Size of Coal handled
1.	7D	33mtr	1000mm	500TPH	<300mm (Rom)
2.	7	92mtr	-do-	-do-	-do-
3.	8	225mtr	-do-	-do-	-do-
4.	9	18mtr	1200mm	-do-	<30mm Crushed Coal
5.	11B	229mtr	1000mm	-do-	-do-

Total Approx. length of 5 (five) conveyor is 600mtr complete with belting, Idlers, Pulleys, gearbox, motors, tension devices, clearing devices, drum pulleys, coupling, hold back, transfer chutes & accessories for carrying raw as well as crushed coal.

C) Crushers- 2 nos. of capacity 500 TPH reversible impact hammer type-Pen- nsyvania make.
D) Vibrofeeders – 3(three) Nos.
Two are 250 TPH capacity – Heavy duty Hewitt Robins style TE-9.
One is of style TE-11.

Cont… P/6

created using BCL easyPDF Printer Driver
Click here to purchase a license to remove this image

E) Sump pumps – 3(three) Nos.
F) Magnetic Separator- 1(One) No.
G) Belt weigher- 1 (One) No.

2)Division I

A) Belt Conveyor & accessories:-

5(five) Nos. belt conveyors as detailed below:-

Sl.No.	Conveyor	Conveyor Length	Belt width	Carrying Capacity	Size of Coal handled
1.	22	112mtr	1000mm	500TPH	<300mm
2.	23	270mtr	-do-	-do-	-do-
3.	5	160mtr	-do-	-do-	-do-
4.	10	18mtr	1200mm	-do-	<30mm
5.	11A	229mtr	1000mm	-do-	-do-

Total Approx. length of 5 (five) conveyor is 700mtr complete with belting, Idlers, Pulleys, gearbox, motors, tension devices, clearing devices, drum pulleys, coupling, hold back ,transfer chutes, weighto- meter, inline magnetic separator & accessories for carrying raw as well as crushed coal.

A) Crushers- 2 nos. of capacity 500 TPH reversible impact hammer type- pen nsyvania makes.
B) Vibrofeeders – 4(two) Nos.
Two are 250 TPH capacity –Heavy duty Hewitt robins style E9.
Two are
C) Sump pumps – 2(two) Nos.
D) Magnetic Separator- 1(One) No.
E) Belt weigher- 1 (One) No.

4. Deployment of manpower for removal of technological waste to be generated from time to time at different areas of Zone I(DivI & II) CHP system will have to be done by engaging manpower as follows:-

Tentative Manpower required for the job in Zone I- Div. (I&II) :-
Considering each shift:-

1. **Supervisor/ Coordinator in general shift = 1 No.**
2. **Supervisor in each shift = 1 Nos.**
3. **Mazdoor in each shift = 16 Nos.**

Duty hours: work shall be executed round the clock on all 365 days (1years), including Sunday and holidays. Shift timing should follow strictly as per specified below:
Morning Shift – 06:00 hrs to 14:00 hrs,
Evening Shift – 14:00 hrs to 22:00 hrs,
Night Shift – 22:00 hrs to 06:00 hrs,

During shift or at the beginning of every shift, supervisor is to contact Shift –in – charge or Engineer-in-charge for all the works carried out in zone I.

Above man power is only indicative. The contractor shall have to provide adequate manpower for satisfactory completion of work. All supervisor and labour must follow instruction as per scope of work. The contractor must withdraw the person who does not follow scope of work or delaying the work to be carried out.

Cont.. P/7

created using BCL easyPDF Printer Driver
Click here to purchase a license to remove this image

Other Statutory terms & Condition

01. Payment Term:

90% progressive monthly payment will be made against RA bill after satisfactory completion of part of work duly certified by Engineer – in – charge. Necessary deduction towards accommodation charges, IT,& other statuary taxes as applicable and penalty if any imposed by the controlling officer will be done against R.A. bill. Balanced 10% will be released after completion of the contract and guarantee period against bill.

You have to submit your monthly bill in triplicate to the controlling officer of the job for its necessary action towards payment. Payment will be made within 30 days from the date of submission of your bill after necessary deduction.

02. **Gurantee:** You have to furnish guarantee certificate against poor workmanship for a period of 12(twelve) months from the date of work completion.
03. **Contract period**: 12(twelve) months from the date of actual starting of work.
    Contract may be extended for another period of one year on successful completion of the work and at the sole discretion of DVC.
04. **Mobilization**: The work will have to take up immediately on short notification, which will be informed by Engineer-in-charge.
05. **Agreement:** You have to enter into an agreement in AMC/ARC form of DVC and for the cost of the form you have to deposit Rs 500/- in cash in favor of Sr. A.C.A.O, DVC, CTPS. The agreement to be executed before asking for any payment.
06. **Adh. Stamp:** You have to furnish an Adhesive Stamp of Rs 2/- during execution of agreement.
07. **Penalty:** Cleaning & removal of accumulated technological waste/coal to earmarked location is the primary job under the contract and normal routine cleaning/removal activities should be carried out accordingly. If due to ***negligence or short manning or any other reason*** attributable to the contractor, the work is hampered; the discretion of Engineer-in-charge will be binding towards imposition of penalty not exceeding 10% of the contract value per day and up to 10% the monthly contract value.
08. **Termination clause:** Overall performance will be reviewed time to time form the date of commencement of work. DVC reserves the right to terminate the contract within 30 days notice if the performance is not up to the desired level for valid reasons attributable to the bidder. No compensation is payable for such termination.
09. **Subletting:** The contractor shall not sublet except only a portion of work and with prior approval of DVC to any other agency.
10. In case of non mobilization/ non execution of work within stipulated time frame, the Corporation reserves the right to get the job done by engaging any other agency and the cost of which will be borne by the contractor/ Recovered from the contractor's bill.
11. **EPF Rule:** Compliance of EPF scheme for the workers engaged by the contractor will be applicable as per rules.
12. **Engineer in Charge:** The work will be supervised by the SE (Coal), CTPS and /or his authorized representative.
13. **Laws:-**
    a. The contractor shall have to abide by all Statutory Acts and Laws and Regulations of respective Government.
    b. The contractor shall be responsible for compliance of all statutory obligations under factories Act.1948, contract Labour Act, Minimum Wages Act, Payment of Wages Act and also be responsible for payment of employee's contribution under EPF etc.
    c. The contractor shall have to obtain license from Govt. License authority under contract Labour Regulation and Abolition Act and the copy of the same will have to be produced before commencement of work.
    d. The workers deployed by the contractor will be bound by regulation of Factores Act. 1948. Minor and women labours shall not be engaged in this job any manner.
    e. Xerox copies of the documents showing deposit of EPF, amount to the EPF department of Govt. should be submitted to the controlling officer and personnel department every month before submission of monthly bill for payment.

Cont… P/8

created using
BCL easyPDF
Printer Driver
Click here to purchase a license to remove this image

14. Detail of Mobilization including materials and men with requisite qualification and experience for different categories etc. should be furnished to the Engineer-in-Charge before commencement of the work.
15. **Safety measures: -** The workmen under the contractor's control working in the vicinity of running equipment are to be given proper safety training to be careful to avoid any accident, loss of life or damage to DVC, CTPS property. Guide line for action in respect to safety measures for the job are specified hereunder:-
    a. The contractors is to ensure safety of their worker at site, while working and to provide all kinds of safety equipment required for the job like safety belts/safety ladder/safety net personal protective devices etc. to their worker.
    b. The contractor will be liable to pay compensation, if any, to their worker for accident "Arising out and in course of employment", under the Workmen's compensation Act.
    c. Before execution of the job at site the contractor will have to take clearance from DVC's safety department.
    d. Safe scaffolding as certified by Safety Department to be used before start of work.
    e. The contractor is to abide by Mandatory Safety clauses.

    DVC, CTPS IN NO WAY SHALL BE RESPONSIBLE FOR SAFETY OF THE CONTRACTOR'S WORKMEN.
16. Precautionary measure to avoid damage of other equipment:- The contractor should take care for safety of equipment and property of DVC, CTPS. Any loss to this effect will be contractor's responsibility entirely and they shall have to make good for the losers and extra expenditure incurred by DVC, CTPS.
17. **Discipline: -** the contractor's employees should maintain proper discipline and behavior and do not cause any hindrance to smooth running of the Power Plant or in execution of duties by DVC, CTPS. Employees. Controlling Officer is fully empowered to ask the contractor to withdraw any worker/workers on charges of misconduct, incompetence/negligence in discharge of duties and such worker/workers may not be deployed without his permission.
18. **Unit Office:** For purpose of Office accommodation space will be allotted to the contractor at a mutually agreed place within the plant premises.
19. Tools and Tackles: DVC, CTPS will not provide any tools and tackles, consumables for the job.
20. Discontinuation of job:- In case the job is found discontinued by the contractor within the contractual period, DVC, CTPS shall have the right to award part of full job to any other outside agency and the expenditure thereof shall be deducted form their bill.
21. **Wage Sheets:** - The contractor should maintain up-to-date payment register of their labours. The contract operating authority or any other representative of the controlling officer may check the register so maintained at any time and if in case it is observed that the regular payment to the labours is not made, the same would be deducted form their bills and necessary action as deemed fit would be taken against the contractor. Wage sheet of workers should be submitted to the controlling officer in every month with the bill.
22. **Contingency:** The contractor shall have sufficient fund to pay the workers when bills are not paid/passed for reasons whatsoever for at least two months.
23. **Taxes:-** Service Tax or any other taxes except Income Tax, as payable pertaining to the instant work during the tenure of the contract, the same will be reimbursed to the contractor at actual on submission of documentary evidence.
24. **Labour Regulations and Minimum Wages:-** The contractor shall abide by the provisions of the contract Labour Act 1970 for which the contractor to maintain records as necessary in terms of minimum wages act read with the other statutory provisions. The provisions under the Factory Act 1948 as amended from time to time shall have to be complied with by the contractor.
25. **Local Rules & Regulations:** - The contractor has to abide by the rules and regulations framed by DVC authority which may change from time to time in the interest of the project. The contractor has to follow the duty hours as will be specified by the controlling officer during execution of the contract.

Contd…P/9

created using
BCL easyPDF
Printer Driver
Click here to purchase a license to remove this image

26. **Security Gate Pass: -** The contractor has to arrange gate pass for his workmen from the security department and the rules and regulations related to this subject shall be binding on the contractor.
27. **Withdrawal of workmen: -** In case of any worker is found hampering the interest of the project in any way DVC shall reserve the right to take appropriate action. In such case, the contractor shall have to replace such non-acceptable workman within 24 Hours notice from the controlling officer.
28. **Idle Labour Charge:** - DVC shall not responsible for payment towards idle labour charge under any circumstances.
29. **Safety of Working Personnel: -** DVC in no way shall be responsible for safety of the contactor's workmen. The contractor should supply the necessary protective devices for safety of their workmen and the contractor will ensure that necessary safety precautions have been taken for the contractor's workmen.
30. **Accident: -** In case of any accident of the Contractor's workmen, the contractor are to arrange necessary prima facie requirement immediately after the incident. DVC shall in no way be held responsible to compensate the contractor workmen be it on duty or not. No benefit in any form shall be admissible in such ease.
31. **Payment of Workmen:** - The contractor shall have to make wages/ salary payment to workmen within 10 days of succeeding month failing which the order may be terminated without further reference. Monthly salary/wage sheet shall have to be submitted to (One copy) to the Personnel section.
32. **Checking:-** Controlling officer or safety officer at his discretion may check/examine any of the contractor's tools/scaffolding/ working condition etc. and if unsatisfied he may suspend the job temporarily till proper measure is taken from The contractor's end.
33. **Workers compensation:** - All the workers under the contract must be paid compensation as per Workmen's Compensation act in case f injury or death in course of employment while on duty, by the contractor at his own cost.
34. The contractor should furnish P&T/Mobile Numbers of the responsible contact person(s) to make available for emergency need to avoid any unforeseen situation.
35. The contractor shall be fully responsible for his workers with regard to terms of employment of services. DVC should not be responsible in any manner, whatsoever in respect of water engaged by the contractor for carrying out the work at CTPS, DVC.

Any dispute(s) or difference(s) arising out of or in connection with the contract shall, to the extent possible, be settled amicably between the owner and supplier.

In the event of any dispute of difference whatsoever arising under the contract or in connection therewith including any question relation to existence, meaning and interpretation of the contract or any alleged breach thereof, the same shall be referred to the Secretary, CEO of Damodar Valley Corporation, Kolkata-54 or to a person nominated by him for arbitration. The Arbitration shall be conducted in accordance with the provisions of **arbitration and conciliation law 1996 or latest** and the decision/judgment of Arbitrator/ Arbitrators shall be final and binding on both the parties.
However, in case the contractor is a Central Public Sector Enterprise/Govt. Department, the dispute arising between the 'Owner' and the 'The contractor' shall be settled through Permanent Arbitration Machinery (PAM) of the Department of Public Enterprise, Govt. of India as per prevailing rules.

All suits arising out of this enquiry and subsequent purchase order/ contract, if any, are subject jurisdiction of Court in the City of Ranchi only and no other court, when resolution/settlement through mutual discussion and arbitration fails.

Contd… P/10

created using
BCL easyPDF
Printer Driver
Click here to purchase a license to remove this image

MANDATORY SAFETY CLAUSES OF THE WORK CONTRACT THE CONTRACTOR'S RESPONSIBILITY

01. The contractor shall be vigilant to ensure provisions of Factories Act and other statutory provisions as applicable irrespective Power Plant.
02. The contractor's responsibility is to collect copies of prevailing rules from safety department of the plant
    a) The contractor must ensure use of Personal Protective Equipments by their workers:- **Industrial HELMET** shall be issued to each worker by the contractor.
    b) Other Personal Protective Equipments such as- dust mask, gum boot, hand gloves etc, necessary for execution of the work shall have to be supplied by the contractor to their workers **which must be approved by Safety Department of the Plant before commencement of the work.**
03. The contractor shall ensure periodic testing/examination of equipment as well as safety of tools and tackles, used by them as per provision of Factories Act and rule and maintain the up-to-date record for the same at site for inspection of departmental Engineer/Safety Department on demand.
04. The contractor will ensure medical examination for its workers who are working at hazardous areas before commencement of work and once in every year by qualified medical practitioners as per provision of the Factories Act and W.B. Factories Rule land maintain a Register for the same for inspection by respective O&M Department/Safety Department on demand.
05. The workers employed by the contractor should be suitable skilled for the respective job requirement other wise head of concerned department head shall have the right to disallow the unsuitable workers.
06. In case of injury, the contractor will send the injured person to Hospital/Dispensary/ First aid Centre with verbal intimation to the Department head under whom he works as well as to safety department. The contractor shall submit periodical progress report about the treatment till the injured worker is certified fit by Govt. /Govt. Registered doctor and the said fit certificate will be submitted to safety department. Before resumption of work by the said injured workers.
07. The contractor shall report about serious injury/fatality of their workers to local police station, DM, Safety Department and O&M department within two hours but written report shall have to be submitted in prescribed from to safety department, P&A and O&M department positively within 4(FOUR) Hours.
08. **In case of failure to fulfill safety requirement, DVC plant authority shall have the right to claim 1% of contract value or Rs. 1000/- per day till they fulfill the safety requirement subject to maximum of 5% of total work contract, safety department is authorized to suggest such deduction to concerned O&M Department.**
09. **If any accident occurs due to willful violation/ non fulfillment of conditions of contact/ safety rules in spite of caution letter by safety department. Party will be subjected to penal deduction of 5% of the work order value or Rs. 10,000/- whichever is higher. For this purpose, last 5% of the order value or an amount of Rs.10,000/- whichever is higher will be released only after getting clearance from Plant**

OTHER TERMS & CONDITIONS:

1) DVC, CTPS will not be responsible for any accident occurred during execution of the job. All statutory safety measures as per rules/guidelines as enforceable for such type of job shall be solely taken care of by the contractor without any additional cost to DVC.

2) No demobilization/compensation charge will be admissible to the party in case of suspension of work due to any reason whatsoever.

3) Accommodation: Residential accommodation, if available, may be provided to the party on chargeable basis and charge as per DVC rate will be deducted from respective running bill. The party must vacate their accommodation with in ten (I0) days from the date of termination of the contract.

Contd.. P/11

created using BCL easyPDF Printer Driver
Click here to purchase a license to remove this image

4) DVC reserves the right not to accept the lowest rate quoted by the Bidder and may reject any or all the tenderers and to split-up and award the order to more than one tenderer without assigning any reasons whatsoever.

5) All legal suits arising out of the enquiry and subsequent "letter of Intent" / "work order", if any are subject to jurisdiction in the court of City of Kolkata in India and no other court elsewhere.

6) Unsigned offer submitted by any bidder will not be considered valid.

7) **Employment of Labour**

a) The contractor shall not employ for the purpose of this contract, any female labour or any child labour.

b) The contractor shall pay to each labourers for the work done by such labour. The wages will be not less than the Minimum Wage Act. Wages to 16 nos. of labours to be engaged will not be less than the wages specified by DVC.

c) The CE(O&M), CTPS shall have the right to enquiry into and decide any complaint alleging that the wages paid by the successful tenderer are less than the wages paid for such work.

d) On receipt of any specific complain the CE(O&M), CTPS may withhold from the successful tenderers bill an amount which may be considered justified for ultimate disbursement to the claimant.

8) The contractor shall indemnify the Corporation against all claims or liabilities arising out of labour laws for accidents during the execution of the contract from whatever causes such accidents may arise.

9) The contractor shall be liable to bear the loss that would result from non-execution of the said work within the specified period.

10) In case of any dispute, the decision of CE (O&M), CTPS shall be final and binding.

I1) **Arbitration**: As per enclosed General Conditions of Contracts of DVC.

12) Any taxes & duties must be clearly indicated in price bid otherwise it will be deemed that the same is included in the quoted price.

13) The rates quoted by you must be valid for 180 days from the bid opening date.

14) All other terms and conditions not enumerated here in shall be covered by DVC's General conditions of Contracts and DVC's relevant agreement form.

15) Deviation Sheet as per format given (enclosed with the Tender documents) must be submitted.

16) All Terms and Conditions, Scope of the Contract must be confirmed / complied with the Techno Commercial Bid.

.

17) The contractor shall abide by the legal provisions with regard to health, welfare and safety of workers engaged by him as per factory Act & rules. The contractor shall also be responsible for medical care of the personnel engaged.

18) Ex-gratia /Bonus, Leave salary, Retrenchment benefit etc. under statutory levies shall be paid by the contractor to their labour as per Bonus Act/Other Rules at their own cost. No extra payment shall be made by DVC in this regard.

19) The staff utilized by the Contractor should not be under addiction of drug/liquor while on duty. It would be obligatory on the part of the contractor to remove any such worker/workers from the job whose action or conduct in the opinion of DVC management is detrimental to the interest of the Corporation.

20) The contractor shall be fully responsible for his workers with regard to terms of employment of services. DVC should not be held responsible in any manner, whatsoever, in respect of workers engaged by the contractor for carrying out the work at CTPS, DVC. Regarding engagement of workers, preference should be given for experienced and competent workers/supervisors with good character who were working same type of AMC and/or allied work in CHP (O&M) of Thermal Power Station.

Contd.. P/12

created using
BCL easyPDF
Printer Driver
Click here to purchase a license to remove this image

21) The contractor should submit a copy of monthly payment voucher showing detail payments made by the contractor to his workers/supervisors along with the second week's R.A. bill of the succeeding month. The payment is to be preferably made within 7th day of the next calendar month. The contractor may modify the place and time of payment to his workers under intimation to the Personnel Department of the purchaser.

22) Every worker who had worked under the contractor during the calendar year shall be allowed leave, wages on National Holidays etc.

23) Rest intervals and extra wages for overtime shall have to be made as per rules. Contractor should provide attendance card, wage card, etc. and should maintain such other records in respect of engagement of workers as required by the contract labour (R & A) Act. 1970 and rules made there under.

24) The contractor shall have to maintain all statutory registers as required under the Contract labour Regulation & Abolition Act, Payment of Wages Act, Minimum Wages Act, Factory Act etc. The statutory return to be submitted to the Personnel Department/Statutory Bodies as required under the Act and Rules.

25) The contractor shall satisfy himself to the nature, extent and character of the site condition and other relevant matters and details before submission of the offer. In case, however, any discrepancy is found in the specification, the tenderer must bring in writing such discrepancy to the knowledge of D.V.C. with a request for resolution / interpretation and obtain DVC's decision before submission of the tender. In absence of such request before submission of the tender it will be inferred that in case there exists any discrepancy in tendering stage, D.V.C.'s decision / interpretation shall be final and binding on the tenderer to comply without any commercial implication to D.V.C.

26)There should not be any marks of erasers , alteration in any shall be initiated with date by the person signing on behalf of the tenderer.

27)Rates to be quoted both in words and figures . If there is discrepancy in tender in respect of words or figures , the amount in words will prevail. Bidders will have accept the correctness if any as per methodology, otherwise the Bid will be rejected.

Price should be quoted in Indian Rupees.

28) This Enquiry No. and Due date must invariably be mentioned on the cover otherwise Tender may be liable to rejection.
29) If there is any discrepancy between the Unit Price and the Total Price which is obtained by multiplying the Unit price and Quantity Unit price shall prevail and Total Price will be corrected accordingly
30) DVC reserves the right not to accept the lowest rate quoted by a tenderer and reject any or all the tenders and to split up the work to more than one tenderer without assigning any reason thereof.
31) Sub Contracting in part or full of the assignment awarded to the successful bidder without prior written consent of the owner is not permitted.
32) "General information for Tenderers" are enclosed for submission of offer. DVC reserves the right to reject all or any Tender split or subdivide the work to more than one Bidder without assigning any reason.
33) The Ranking of Techno commercially qualified Bids shall be done in consolidated manner only after taking into account cost of withdrawal of deviation.

Enclo: EMD BG

S/d

For Chief Engineer
DVC, CTPS

created using BCL easyPDF Printer Driver
Click here to purchase a license to remove this image

ANNEXURE – C

Techno-Commercial Deviation Schedule

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

Name of the Project: ……
Your NIT No. ……
(Bidder's Name & Address)……

To:……
(Purchaser's Name & Address)

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

Sl. No.	Clause No.	Deviation

Date:……

Place :…….

(Signature) …….

(Name)……..

(Designation)…….

(Common Seal)……

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

created using
BCL easyPDF
Printer Driver
Click here to purchase a license to remove this image

ANNEXURE-D

Cost of Withdrawal of Deviations

Name of the Project : ……
Your NIT No. ……
(Bidder's Name & Address)……

To:……
(Purchaser's Name & Address)

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

Sl. No.	Clause No.	Deviation	Cost of Withdrawal in Rs.

Date:……

Place :…….

(Signature) …….

(Name)……..

(Designation)…….

(Common Seal)……

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

created using
BCL easyPDF
Printer Driver
Click here to purchase a license to remove this image

On non-judicial stamp paper of appropriate value)

PROFORMA OF BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT

To
DAMODAR VALLEY CORPORATION
CHANDRAPURA THERMAL POWER STATION
P.O.:CHANDRAPURA, DISTT.- BOKARO
JHARKHAND, PIN-825303

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. _____ (Nature/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 Nationalized Bank/Schedule Bank/Foreign Bank irrevocable and operative till the validity of the offer (i.e. 180 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 Undertaking) Act. 1969 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 Corporation shall be the sole judge of and as to whether the tenderer has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation on account thereof to the extent of the Earnest Money required to be deposited by the Tenderer in respect of the said Tender Document and the decision of the Corporation that the Tender has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation shall be final and binding on us.
We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the Corporation and it is further declared that it shall not be necessary for the Corporation to proceed against the Tenderer before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the Corporation may have obtained or shall be obtained from the Tenderer at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.

The right of the Corporation to recover the said amount of Rs._____(Rupees _____only) 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.

Contd…….P/2

created using
BCL easyPDF
Printer Driver
Click here to purchase a license to remove this image

Notwithstanding anything stated above, our liability under this guarantee shall be restricted to Rs. and our guarantee shall remain in force up to 180 days from the date of opening of the tender i.e., up to_____. and unless a demand or claim under the guarantee is made on us in writing 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 thereunder.

Date_____

(Signature)

_____

Place ----------

(Printed Name)

(Designation)

(Bank's common seal)

In presence of:

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

(1) ----------
---

(2) ----------

Note: Submission of B.G. with shorter validity period may be liable for rejection of offer.

created using
BCL easyPDF
Printer Driver
Click here to purchase a license to remove this image