

EXPRESSION OF INTEREST

FOR

SELECTION of BACKEND PARTNER FOR TENDER “ Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) among CPSUs (Central Public Sector Undertakings)” .

Ref No. BECIL/SS&IT/EOI/DVC-KOLKATA/2023

Dated: 1 November 2023

Issued By

Binay Tiwari, DGM (BECIL)

 <p>बेसिल BECIL</p>	<p>Broadcast Engineering Consultants India Limited (A Government of India Enterprise)</p> <p><i>Head Office:</i> 14-B Ring Road, IP Estate, New Delhi- 110002 Tel: 011 23378823 Fax: 01123379885</p> <p><i>Corporate Office:</i> BECIL BHAWAN, C-56-A/17, Sector-62, Noida-201 307 Tel: 0120 4177850 Fax: 0120 4177879 Web: www.becil.com</p> <p>E-mail: binay.tiwari@becil.com</p>	 <p>G20 भारत 2023</p>
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DISCLAIMER

The information contained in this Request for Proposal document (the “EOI”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of BECIL or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this EOI and such other terms and conditions subject to which such information is provided. This EOI is not an agreement and is neither an offer nor invitation by BECIL to the prospective Bidders or any other person. The purpose of this EOI is to provide interested parties with information that may be useful to them in making their offers (Bids) pursuant to this EOI. This EOI includes statements, which reflect various assumptions and assessments arrived at by BECIL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This EOI may not be appropriate for all persons, and it is not possible for BECIL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this EOI. Each Bidder should, therefore, conduct its own investigations, actual site/ facilities/location inspections and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this EOI and obtain independent advice from appropriate sources. Information provided in this EOI to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. BECIL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. BECIL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this EOI or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the EOI and any assessment, assumption, statement or information contained therein or deemed to form part of this EOI or arising in any way for participation in this Bid Stage. BECIL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this EOI. BECIL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this EOI. The issue of this EOI does not imply that BECIL is bound to select a Bidder or to appoint the Selected Bidder for the Project and BECIL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by BECIL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and BECIL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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SECTION –I

1. NOTICE INVITING EXPRESSION OF INTEREST

BECIL is interested to submit a competitive bid in response to **Bid Number: GEM/2023/B/3953223 Dated: 14-09-2023 having Last date of submission as 06.11.2023** floated by Damodar Valley Corporation". BECIL has received request from Various System Integrator to participate as an Executing Partner/Technology Partner of BECIL for Bid under reference. BECIL would like to invite proposal from System Integrators who wish to collaborate for jointly bidding said tender/bid. The proposal should reach BECIL BHAWAN till 4 November 2023, 1530 Hrs.

Technical Bid and Price Bid will be submitted duly signed in a Single BID , HARDCOPY to be submitted in Tender Box , BECIL BHAWAN C56/A17 Sector 62 Noida (UP) 201307 . The PRICE bid will be opened and awarded on the basis of H1 price which is Highest revenue share offered to BECIL, [Minimum (5%) on Total Value]. It is mandatory for bidder to submit the rates for all sites in the bid, incomplete/non complied bids will be summarily rejected.

2. INTRODUCTION

- BECIL invites Expression of Interest (EOI) for Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC).
- Bidders are advised to inspect the site and ascertain the conditions including leads/lifts involved /approach to vehicles ,power ,water geo political scenario etc prior to quoting the amount.

3. INTENT OF EXPRESSION OF INTEREST

Tender for Selection of System Integrator for Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) floated by Damodar Valley corporation carrying Bid Number: GEM/2023/B/3953223 Dated: 14-09-2023 having Last date of submission as 06.11.2023 published on GEM PORTAL.

BECIL intends to participate in the tender under reference. The Intent of this Expression of Interest is (EOI) to select the Implementation Agency/ System Integrator / Back end partner of BECIL for participating in Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) floated by Damodar Valley Corporation.

Broadcast Engineering Consultants India Limited (BECIL) an ISO 9001:2008 certified, a Mini Ratna public sector enterprise of Government of India under Ministry of Information & Broadcasting, was established on 24th March, 1995 for providing consultancy services of international standards for broadcasting in transmission and production technology including

turnkey solutions in the specialized fields of Terrestrial & Satellite Broadcasting, Cable, Media and various Information Technology (IT) related fields, including security & surveillance, acoustics & audio-video systems and smart cities. BECIL provides tailor-made solution for unique requirement ranging from Concept to Commissioning.

Broadcast Engineering Consultants India Limited (BECIL) having its Corporate office at BECIL Bhawan, C-56 / A -17, Sector - 62, Noida – 201 307110002 has vast experience for successfully completing the SITC of IP Based CCTV Surveillance System along with associated works in various Government Departments as in Ministry of Defence, Food Corporation of India (FCI), UP CM House, Airport Authority of India etc.

Submission of Offline Bids is mandatory for this EOI. Prospective bidder/OEM/Implementation Agencies need to submit their bids with the most competitive offer for the aforementioned work in tender box , BECIL BHAWAN C56/A17 Sector 62 Noida 201307 before 4 November 2023 1530 Hrs.

4. IMPORTANT DATES (SCHEDULE AND CRITICAL DATES)

S.N.	ACTIVITY	SCHEDULED DATE & TIME
1.	EOI Issue to Prospective bidder/Implementation Agency(s)	BECIL/SS&IT/EOI/DVC KOLKATA /2023 Dated: 1 November 2023
2.	Date of Issue of EOI	1 November 2023 1200 Hrs
3.	Last date and Time for Submission of bids	4 November 2023 1530 Hrs
4.	Purchase of EOI Document/ Submission of EOI / Opening of EOI	BECIL Bhawan, C-56 / A -17, Sector - 62, Noida – 201 307,
5.	EOI Processing Fee (Non-refundable)	INR 10000/- (Proof of submission to be submitted in BID)
7.	EMD	As per tender criteria Bid Number: GEM/2023/B/3953223 Dated: 14-09-2023 . Bidder needs to submit undertaking for back to back payment of EMD if selected for EOI under reference.
8.	Address for Communication of bids	BECIL Bhawan, C-56 / A -17, Sector - 62, Noida – 201 307.
9	Contact details of BECIL	Mr. Binay Tiwari (Deputy General Manager, BECIL) Email : binay.tiwari@becil.com

- NOTE: Broadcast Engineering Consultants India Ltd. reserves the right to amend the EOI tentative schedule and critical dates without giving any explanation whatsoever. Corrigendum may be published in this regard on www.becil.com . Bidders are advised to check the website for updates in this regard.

5. EOI Notice

5.1 Broadcast Engineering Consultants India Limited (BECIL) invites Expression of Interest (EOI) for Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) among CPSUs (Central Public Sector Undertakings) through offline submission.

5.2 The bidders are advised to submit the bids in offline mode at Tender box , BECIL BHAWAN C56/A17 Sector 62 Noida 201307 before 4 November 2023 1530 Hrs.

5.3 The EOI must be addressed to the given name and address:

To,
Binay Tiwari
Deputy General Manager
Broadcast Engineering Consultants India Limited
C-56/A-17, Sector-62, Noida, Uttar Pradesh-201307

5.4 The EOI must be submitted in English Only. All the documents including the supporting documents/enclosures etc. must be fully legible. Supporting documents if in a language other than English must be accompanied by a certified English translated document. The English version shall prevail in matters of interpretation. Each and every page of the EOI should be numbered and mention the relevant page no. of the documents in the checklist. **EOI Documents which are not legible shall be rejected.**

5.5 The representative of OEM will require a specific authorization to submit the EOI.

5.6 The bidder shall bear all costs associated with the preparation and submission of EOI and BECIL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the EOI process.

5.7 In case the bidder has any doubt about the meaning of anything contained in the EOI document, she/he shall seek clarification within 1 days of issue of EOI. Except for any written clarification by Shri Binay Tiwari, Deputy General Manager (SS&IT), BECIL, no written or oral communication, presentation or explanation by any other employee of BECIL shall be taken to bind or fetter BECIL under the contract.

5.8 Bidders shall have to submit an amount of **Rs. 10,000/- (Rupees Ten Thousand Only)** through RTGS/ NEFT to BECIL (**Bank Mandate Form Enclosed at Annexure A**) towards the cost of EOI Document and no other mode of payment is acceptable. EOI Document is also available at BECIL Office : C-56/A-17, Sector-62, Noida, Uttar Pradesh-201307. The cost of EOI document is non-refundable.

5.9 The Management of BECIL reserves the right to amend or withdraw any of the terms and conditions mentioned in the EOI Document or reject any or all the bids without giving any notice or assigning any reason. The decision of the Director, Broadcast Engineering Consultants India Limited in this regard shall be final and binding on all.

5.10 In case of entering into any contract, separate agreement shall have to be signed by the bidder. All payments in the Project shall be back-to-back basis only. Performance Bank Guarantee/ Bank Guarantee as applicable shall be payable by the agency entering into agreement as per the terms of the contract. This is over and above the registration fee. Further all the terms and conditions of the RFP floated by Damodar Valley Corporation". will be fully applicable on back to back basis on the bidder, and the bidder will have to abide by the terms and conditions of the RFP.

5.11 A pre-bid agreement will be signed with the selected bidder for participating in the RFP under reference floated by "Damodar Valley Corporation".

6. Submission of EOI

6.1 EOI, complete in all respects, must be submitted offline.

6.2 BECIL may, at its own discretion, extend the date for submission of EOI. In such a case all rights and obligations of BECIL and the Bidders shall be applicable to the extended time frame.

6.3 As the EOI can be submitted only up to the defined date and time, there can't be any late bids. BECIL will not be responsible for any delay in obtaining the terms and conditions of the tender.

6.4 At any time prior to the last date for receipt of EOI, BECIL may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the EOI Document by an amendment. The amendment will be notified on BECIL's website <http://www.becil.com> and should be taken into consideration by the prospective bidders while preparing their EOI.

6.5 The bidders will bear all costs associated with the preparation and submission of their bids. BECIL will, in no case, be responsible or liable for those costs, regardless of the outcome of the tendering process.

6.6 The bidder shall be ignored, if complete information is not given there-in, or if the particulars and data (if any) asked for are not filled in properly.

7. Opening of EOI

7.1 The bids submitted against this EOI shall be opened on 04.11.2023 at 15:30 Hrs.

7.2 Bidders who wish to attend opening of EOI may visit BECIL for the same at the designated time with authorization in proper format on company's letterhead.

8. ELIGIBILITY CRITERIA

1. Qualifying Requirements on Technical Capability (Part-A):

1. The Bidder should have experience in execution of similar works* towards “Supplying, Installation, Testing, Commissioning, O&M for IP based CCTV Surveillance system including Video Management System/ Cameras and its Integration” to Government Power utilities/ Government Undertaking Power Utilities/ Reputed Private Power Utilities/ PSU/ State or Central Govt. departments/ Reputed Private organization in India during last 7 (seven) years ending last day of month previous to the one in which offers are invited should be either of the following

(a) One similar completed works each costing not less than the amount equal to Rs. 12.73 crores.

OR

Two similar completed works each costing not less than the amount equal to Rs. 7.96 crores.

OR

Three Similar completed works costing not less than the amount equal to Rs. 6.36 crores.

2. In support of the above qualifying criteria the BIDDERS are required to submit their offer with all of the following document to substantiate the above requirement:

- Copy of Work Order(s)/ Completion Certificate/ Part completion certificate
- Copy of Commissioning report/ Execution Certificate/MOM signed by user/clients or Performance certificate issued by user/clients.
- List of past supplies in tabular form mentioning name of project, Name & contact details of contact person of user of the system, year of supply, year of commissioning, make & model of camera etc.

3. The bidder should submit the make and model of complied OEM alongwith undertaking that the bid submitted is fully complied as per the technical specification of the tender and w.r.t OEMS specification and if awarded , will jointly prepare bid for the tender

4. The Client’s Tender No . **GEM/2023/B/3953223 Dated: 14-09-2023 Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) among CPSUs (Central Public Sector Undertakings) and its subsequent corrigendum** forms an integral part of this EOI. All condition/terms of the client’s tender and any subsequent corrigendum enclosed will be applicable fully on back to back basis to the bidder as well. An undertaking regarding acceptance of the same shall be submitted on letterhead of the bidder.

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

- Similar works means “Supplying, Installation, Testing, Commissioning, O&M for IP based CCTV Surveillance system including Video Management System/ Cameras and its Integration”
- Completed works/services means the executed/completed/delivered portion of Work Order/AMC/RC/Purchase Order, Payment receipt documents with ref. to WO No. and date or execution certificate with executed value and referred order number be also considered as a proof of execution/delivery even if the works/services have not been completed in totality (subject to furnishing proof of executed/supplied value of works/services in the form of certified copies of RA Bills) or any relevant documents, which is sufficient to proof the works/services completed/delivered or to be completed

II. Qualifying Requirements on Financial Capability (Part-B):

- a. Net working capital should be considered for the last financial year ending on 31/03/2023. Net working capital or access to credit facilities (unutilized portions) on the date of NIT shall not be less than Rs. 398 lakhs.
- b. Minimum Average Annual Turnover (MAAT) of the bidder during last three (03) financial years ending on 31/03/2023 out of last 05 financial years shall not be less than Rs. 1592 lakhs only.
- c. Net worth of the bidder as on the last day of the preceding financial year shall not be less than 100 % of the paid up share capital.
- d. Companies/Organization under Board for Industrial and Financial Reconstruction (BIFR)/ National Company Law Tribunal (NCLT) or Companies/Organization under Debt Recovery Tribunal (DRT) or Companies/ Organization, who have applied for Corporate Debt Restructuring (CDR) in last two financial years, shall not be considered for bid qualification. Bidder shall have to produce a certificate from a practicing Chartered Accountant that the bidder(s) does/do not fall under any of the above category

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

- (i) Net working capital means the difference of sum of current assets and sum of current liabilities. Current assets means a sum of cash and cash equivalent, current investment, inventories, trade receivable, short term loan and advances and other current assets. Current liabilities mean a sum of short term borrowings, trade payables, short term provision and other current liabilities.
- (ii) Other income shall not be considered for arriving at annual turnover
- (iii) Net worth means the sum total of the paid up share capital and free reserves. Free reserve means all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.

(iv) In compliance to the above, the bidder shall submit Audited Annual Accounts with all schedules including financial statement- Balance sheet and profit & loss account statement of the last 05 (Five) financial years, **i.e. for FY 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23.**

9. PRELIMINARY EVALUATION

- (i) BECIL shall evaluate the proposals to determine that they are complete, technically complying, no computational errors have been made, required documents as mentioned in the EOI have been furnished, the documents have been properly signed and the response is generally in order.
- (ii) BECIL may waive off any minor infirmity or non-conformity or irregularity in the proposal which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder/OEM/Implementation Agency.
- (iii) In case only one bid is received or during the Technical Evaluation only one bidder/OEM/Implementation Agency qualifies for the next stage of the bidding process BECIL reserves the right to accept/reject the bid.

9. EVALUATION PROCESS

- a. No enquiry shall be made by the bidder/OEM/Implementation Agency (s) during the course of evaluation of the EOI, after opening of bid, till final decision is conveyed to the successful bidder/OEM/Implementation Agency (s). However, the Committee/its authorized representative and office of BECIL can make any enquiry/ seek clarification from the bidder/ OEM/ Implementation Agency s, which the bidder/OEM/ Implementation Agency s must furnish within the stipulated time else the bids of such defaulting bidder/OEM/Implementation Agency s will be rejected. The proposal will be evaluated on the basis of its content, not its length.
- b. The bidder/OEM/Implementation Agency s' proposals will be evaluated as per the requirements specified in the EOI and adopting the evaluation criteria spelt out in subsequent paras of this EOI document. The bidder/OEM/Implementation Agency are required to submit all required documentation as per evaluation criteria specified in EOI.
- c. Upon verification, evaluation/ assessment, if in case any information furnished by the bidder/OEM/Implementation Agency is found to be Incomplete/incorrect, their bid will be summarily rejected and no correspondence on the same shall be entertained. Submission of false/forged documents will lead to forfeiture of security deposit/EMD and blacklisting of agency for a minimum period of 3 years from participating in BECIL tenders.
- d. BECIL will review the proposal to determine whether the proposals are as per the requirements laid down. Proposals that are not in accordance with these requirements are liable to be disqualified at BECIL discretion.
- e. Evaluation of proposals shall be based on:

- i. Information contained in the proposal, the documents submitted there to and clarifications provided, if any.
 - ii. Experience and Assessment of the capability of the bidder/ OEM/ Implementation Agency based on past record.
- f. BECIL reserves the right to seek any clarifications on the already submitted bid documents; however, no fresh documents shall be accepted in support of proposals.
- g. Conditional proposals shall NOT be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of the proposals.
- i. Even though bidder/OEM/Implementation Agency satisfy the necessary requirements they are subject to disqualification if they have:
 - ii. Made untrue or false representation in the form, statements required in the EOI document.
 - iii. Records of poor performance such as abandoning work, not properly completing contract, financial failures or delayed completion.

10.

AWARD OF WORK/AGREEMENT TERMS & CONDITIONS

- a) All the terms & conditions including financial terms & condition will be on back to back basis.
- b) Bidder offering the highest net revenue share (minimum 5%) on total value shall be declared the successful H1 bidder. Bidder offering the next lower net revenue share shall be declared successful H2 bidder. In case of a tie the competent committee adopt draw of lots or any other suitable method to break the tie without giving any reason/ justification. This shall be done in the presence of tied bidders. The decision of competent committee of BECIL shall be final in this regard and cannot be challenged in any manner and also be abide by all the bidders.
- c) H1 bidder may be called for negotiation.
- d) An agreement shall be signed by BECIL with the successful declared H1 bidder.
- e) After signing the agreement, H1 bidder shall submit detailed priced BoQ. Subsequently BECIL will quote the same price in the end customer's financial bid as per the finally negotiated price agreed by the H1 bidder.
- f) BECIL will place PO on successful H1 bidder only if the BECIL receives its

PO/work order from its Customer as mentioned in this tender.

- g) Currency of work Order: BECIL will place work order on bidder in INR only.
- h) Relevant Taxes in line with GST i.e. SGST/CGST or IGST to be considered by the bidder. Taxes rate and nature will be on back to back basis. GST and other applicable taxes will be as per actual.

TABLE A : OEM Details (To be submitted on letterhead of bidder)

OEMS Details		
S No.	Description	Document must need to submitted
1	Manufacturer Authorization Certificate (MAF) from OEM's for: -	
	i. CCTV Camera	
	ii. Network Video Management Software (NVMS)	
	iii. Network Switch	
	iv. Server & Workstation	
	v. Storage	
	vi. UPS	
	vii. Passive Components alongwith Intelligent patch panel.	
	vii. Display Panel	
	viii.. Earthing (Concrete aggregate maintenance free earthing system)	
	ix.NMS	
	x. Network Rack	
	xi. Firewall	
	xii.Octagonal hot dip galvanized pole	
	xiii. FRLS LT Power cable	

	<p>xii. Bidders are advised to mention only one OEM on the above equipments /materials in the Unpriced BoQ against each Product. Otherwise, the bid would be considered as non-responsive and will be totally rejected. It is the bidder's responsibility for quoting the product as per technical specifications, otherwise total bid will be rejected. Not a single point deviation from technical specification is entertained. It is mandatory to submit the MAF mentioned above in point no. (7) along with bid. If bidder fails to submit 14 nos. MAF mentioned above, the bid submitted by bidder is completely rejected with no intimation to the bidder (no technical as well as financial evaluation will be done).</p>	
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Bidders are advised to mention only one OEM in the Unpriced BoQ against each Product. Otherwise, the bid would be considered as non-responsive and will be Summarily rejected

II	Undertaking from Offered OEM's having its service and support center in India for: -	
	(i) CCTV Camera	
	(ii) Network Video Management Software (NVMS)	
	(iii) Network Switch	
	(iv) Server	
	(v) Workstation	
	(vi) UPS	
	(vii) NMS	
	viii) Storage	
III	CCTV Cameras, Server, Workstation shall have quality system compliance and shall be STQC/ TEC/ BIS etc certified as applicable to the equipment. All supportive documents should be attached with the technical bid.	
IV	"No Malicious Code Certificate" from offered OEM for CCTV Camera and Network Video Management Software (NVMS).	
V	Undertaking from Offered OEM of CCTV Cameras and Network Video Management Software (NVMS) that these products are ONVIF compatible. ONVIF is an open industry forum that provides and promotes standardized interfaces for effective Interoperability of IP-based physical security products.	
VI	Declaration from CCTV OEM that MAC address of proposed CCTV Cameras is registered in the name of OEM supplying the cameras.	

VII	Signed declaration on letterhead from offered OEM for CCTV Camera and NVMS that offered camera models & NVMS software are integrable and support the configurations of the system.	
VIII	Items of which specifications are not mentioned in tender document should be of ISI/Industrial standards marked or according to applicable Governments Norms.	
IX	NVMS (Centralized Software) should have capability of being scalable and can add up to 1000 Cameras (For Viewing and recording). An undertaking by Bidder in this regards is to be submitted.	
X	BIDDER will ensure that the entire work should be completed within the stipulated period of time i.e. within 365 days of award of work order.	
XI	The Bidder may be asked for demonstration/ Proof of Concept (POC) of the Quoted Camera, NVMS and other equipment's during evaluation of the technical bid in case required at NO COST NO COMMITMENT BASIS. During Proof of Concept (PoC), BIDDER s must demonstrate the required features of offered solution as per scope of work mentioned in RFP. If they fail to demonstrate any point mentioned in the technical specification, technical committee of DVC has full authority to reject the bid without any correspondence with the bidder.	
XII	Undertaking for IPR(Intellectual Property Rights): IPR(Intellectual Property Rights) of VMS software and camera must not reside in any country that shares a Land Border with India or Within the restricted list of countries as designated by competent authorities.	
XIII	It is obligatory for the BIDDER to keep Dome, PTZ & Bullet cameras in spare at any time on site during whole period of contract to replace any faulty camera, immediately, if any.	
XIV	BIDDER are advised to submit all the documents as sought for all the material mentioned in BoQ.	
XV	BIDDER should handed over 5% spare of the Switch & Camera (Quantity should rounded off to nearest integer) to DVC location Site-in-charge (Details will be provided during project execution) for early restoration of fault, if occurs	

XVI	<p>OEM need to confirm that the equipment, like Cameras etc., shall not be installed with standards like- GB28181, GB/T28181-2011, GB/T 28181-2011, GBT 28181- 2011, GBT28181- 2011, GB/T28181-2016, etc., protocols/standards and there shall be no option in the camera web page/settings to activate or deactivate such protocols/standards any of their version(s) or any such protocol which allow certain organizations to bypass all security parameters and look into the devices directly.</p>	
XVII	<p>The camera OEM Should have a valid H.265 HEVC Certificate and should be listed on the HEVC website at the time of submitting a bid. The confirmation document of the same needs to be submitted with the bid & will also be checked on the following official website https://accessadvance.com/hevc-advance-patent-pool-licensees</p>	
XVIII	<p>Any of the proposed item/equipment of this project including cameras, switches, server, storage etc. Should not contain any “HiSilicon /Fullhan Microelectronics /Ingenic /Sigmastar” make chipset/SoC/Sensor/parts. Camera OEM need to submit a declaration on letterhead regarding quoted model-specific sensor and SoC details (Make, Model etc.).</p>	
XIX	<p>The cameras shall support a minimum Four number of simultaneous and individually configurable Streams @ H.265 with 25 frame rate and 2 MP or better and shall be user-configurable or better as per tender specifications.</p>	
XX	<p>The OEM for all equipment should provide MAC ids of the quoted products; the MAC address of the proposed equipment must be registered in the name of the OEM only. The Intellectual Property Rights (IPR) of equipment (CCTV camera and VMS) Must not be reside in land border sharing country. The Equipment supplied should not be manufactured by an entity in which the majority shareholding of entity is from the land border sharing country.</p>	
XXI	<p>Bullet & Dome type cameras must comply with ONVIF Profile S,G,T,M standard or better to maintain open/heterogeneous environment. Proposed camera OEM should not be blacklisted by ONVIF.</p>	

XXII	OEM (CCTV & Switch) should have a registered RMA office and presence in India for at least 7 years. Proof of the same shall be attached with the Technical bid.	
XXIII	CCTV products should be manufactured according to ISO 9001, 14001 and CCTV OEM should be ISO 27001 certified.	
XXIV	OEM should be ISO 9001-2015 & ISO 27001:2013 Certified	
XXV	The product shall comply minimum 50% Local content or higher.	
XXVI	The product shall have Indian Standard, IC3S/Common Criteria (provided by STQC in India common-criteria-certification-0) or Alternatively from International equivalents, NDPP or NSS or IC3S Labs, at least one of them should be provided while bidding.	
XXVII	Self Declaration for Local Supplier-Local Content/Make in India Certification from OEM/ Manufacture should be submitted/Uploaded as per Format of Annexure-II from MeitY Notification file No 1(10)/20217 CL-ES dated 6/12/2019. If the bidder fails to submit the same, the bidder shall be liable to be rejected/disqualified.	
XXVIII	Data Sheets for offered Solution and Model No.	

SECTION-II

GENERAL TERMS & CONDITIONS OF THE CONTRACT

1. The proposal is to be submitted in SINGLE BID SYSTEM.
2. All bids are to remain valid for minimum of 210 days from the date of submission. BECIL reserve the right to seek the extension of bid validity
3. BECIL reserves the right to solicit additional information from bidder/OEM/Implementation Agency to evaluate which bid best meets the need of the Project. Additional information may include, but is not limited to, past performance records, lists of available items of work will be done simultaneously with the project, on-site visit and evaluations by BECIL personnel, or any other pertinent information. It will be vender's responsibility to check for updated information on website <https://www.becil.com>
4. BECIL will make its decision based on the ability of the bidder/OEM/Implementation Agency (s) to meet the specific needs, technical expertise of the bidder/OEM/Implementation Agency (s), delivery capabilities, customer references, past satisfactory performance experience, is must besides cost.
5. BECIL reserves the right to waive off any deviations, accept the whole or part thereof or reject any or all bids and to select the bidder/OEM/Implementation Agency (s) which, in the sole opinion of the Project in charge, best meets the project's interest. BECIL also reserves the right to negotiate with potential bidder/OEM/Implementation Agency s so that its best interest to fulfill the need of project is served.
6. BECIL reserves the right to reject any and all proposals, to negotiate all terms of any agreement resulting from this request for proposal, and to request additional information from bidder.
7. All information contained in this EOI, or provided in subsequent discussions or disclosures, is proprietary and confidential. No information may be shared with any other organization, including potential sub-contractors, without prior written consent of the BECIL.
8. In case bidder goes into liquidation or change in business/management, it will be intimated to BECIL & bidder will fulfill its commitment in case order is awarded to them. In case the bidder is not able to perform, the work under reference will be done at risk & cost of the bidder(successful bidder).

9. INDEMNIFICATION:

The bidder/OEM/Implementation Agency agrees to indemnify BECIL from any and all claims, demands, losses, cause of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of or relating to the execution of contract.

10. ARBITRATION:

Any dispute or difference or claim arising out of or in relation to this EOI, including the construction, validity, performance or breach thereof, shall be settled or decided by arbitration to be conducted by CMD, BECIL or by any other person to be nominated by CMD, BECIL. Arbitration shall be conducted as per Arbitration & Conciliation Act, 1996. The seat of the arbitration shall be at New Delhi.

11. JURISDICTION:

This Agreement shall be construed, interpreted and applied in accordance with, and shall be governed by, the laws applicable in India. The courts at Delhi shall have the exclusive jurisdiction to entertain any matter arising out of or in relation to this Agreement.

12. CONFIDENTIALITY

Both the Parties for self and on behalf of their employees, agree to keep all such matters confidential and not to disclose them to anyone, either during or after the expiration/termination of this agreement, except with the written consent of the other party, excepting any information as may be required either under law or any regulatory authority for the parties to perform their obligations under this contract and [or such other information that may come into the public domain.

Both the Parties further agree that upon expiration of this MoU, unless extended mutually for further period, both parties shall promptly deliver to each other all material belonging to the other party whatever and wherever it is lying either in their own possession or in the possession of any employee's contract containing such confidential information etc. Including submission of Accounts.

13. FORCE MAJEURE:

Either party shall be excused from performance of this Agreement during and to the extent that performance is prevented by the occurrence of unforeseen causes beyond the control of and without the negligence of the party claiming excuse and not brought about at the instance of the party claiming to be affected by such event or which, if foreseeable, could not be avoided or provided for and which has caused the non-performance or delay in performance. Such cause includes, without limitation, strike, go slow, other concerned acts of workmen, lockout (not indulged by its own employees), acts of god, war, fire, explosion, act (s) of terrorism, flood, epidemic, riot, sabotage, embargo, blockade, civil disturbance and governmental restrictions or limitations. The party claiming excuse shall give immediate written notice thereof to the other, in any case not later than 15 (fifteen) days

following the occurrence of such event. If performance is held up for a continuous period of more than 2 (two) months from the date of first notice, then the two parties shall review the situation and agree upon a course of action so as to protect the interests of both.

14. INTEGRITY PACT :

The bidder should submit an undertaking that he will sign and integrity Pact with BECIL on award of work.

15. All Terms and conditions provided in Damodar Valley Corporation bid reference no. GEM/2023/B/3953223 Dated: 14/09/2023 shall be applicable on successful bidder on back to back basis.

16. BANK GUARANTEE/ PERFORMANCE BANK GUARANTEE

In the event of the award of the contract, BG/PBG will be submitted by BECIL to the customer and BG/PBG of equivalent amount will be submitted to BECIL on back to back basis by the bidders.

17. GUARANTEE / WARRANTY PERIOD

Guarantee/ Warranty period will be on Back to Back as per the Term and Condition of the Client's RFP. Warranty period of the supplied products shall be 3 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period.

SECTION –III

1. SCOPE OF WORK

INTRODUCTION: Damodar Valley Corporation emerged as a culmination of attempts made over a whole century to control the wild and erratic Damodar River. The Valley has been ravaged frequently by floods at varying intensities. The river spans over an area of 25000 Sq. KMs covering the states of Bihar (Now Jharkhand) & West Bengal. By April 1947, full agreement was practically reached between the three Governments of Central, West Bengal & Bihar on the implementation of the scheme and in March 1948, the Damodar Valley Corporation Act (Act No. XIV of 1948) was passed by the Central Legislature, requiring three Governments, The Central Government and the state Governments of West Bengal and Bihar (now Jharkhand) to participate jointly for the purpose of building the Damodar Valley Corporation. The Corporation came into existence on 7th July, 1948 as the first multipurpose river valley project of Independent India. DVC has generating and transmitting power since 1953 and has owned 8 nos Power Houses & 3 nos. Hydel stations with installed capacity of 7100 MW. DVC over the 73 years has developed a big and robust transmission Grid network and expanded its grid from 132 KV to 220 KV, 400 KV to serve its consumers across the valley area and to export power to other power deficit regions.

OUTLINE OF SCOPE:

The BIDDER shall work with the aim to complete the project on or before the schedule and shall follow all relevant & applicable international / national codes and standards. The BIDDER's scope of work defined in this document shall be on turnkey basis and shall include but not be limited to site survey, design, engineering, manufacture/procurement and supply of all related goods and providing all related services including installation, commissioning, test run, documentation, project management, testing & delivery at site, warranty, training, Post-warranty – Comprehensive AMC of all supplied systems under this project, including successful implementation and operation of the supplied equipment, meeting the tender specifications & requirements as a minimum. Any other requirement which are not specifically covered here but which are necessary for successful commissioning of the CCTV projects are also within the scope of the Contract.

GENERAL:

The scope of work in this document specifies the technical & contractual requirements for the design, supply, erection, testing and commissioning of IP based CCTV (Closed Circuit television) System at the Power House / Hydel Station of DVC. The purpose of the CCTV System is to monitor the facility operations & security surveillance from control room, security room to keep eye on facility covering unauthorised access in the area of important equipment's of Power houses/Hydel Station by installing cameras to monitor resulting to enhancement in the Operational & Safety needs.

CCTV Requirements

- a. The requirement calls for a complete working system and not components thereof. Bids must be completed with all equipment and required accessories along with necessary power systems including standard Un-interrupted Power Supply units for the entire system & equipments, video connectors, patch connectors, patch leads, mounting and fitting hardware, plugs, sockets, and any hardware/software, supply of cables, network components, etc. as required for complete installation of the System under this contract. The proposed IP CCTV Surveillance system must be of open architecture.
- b. The CCTV system shall consist of outdoor weatherproof high speed day night dome cameras with integrated pan-tilt-zoom, fixed cameras, client workstation with colour IPS UHD panel and control keyboard located in control room (CR), CISF's Office and Security Room. The cameras shall have Day/Night operation facility.
- c. The CCTV Surveillance System shall include CCTV Cabinet with Storage Servers, Workstations with Displays Panels, Control keyboard, Fibre Optic cables, OFC components, CAT6 cable, patch cords, Networking components, Software for operation, control, utility software for infrastructure management, like network & security management, Video Analytics Application Software, Remote Monitoring software with necessary accessories and fitting hardware, poles with mounting brackets etc complete as per design requirement.
- d. The CCTV System shall be based on a digital network solution that enables video, data and/or audio streaming over an IP network. The proposed system should capture, store and analyse Video images.
- e. The cameras shall be provided with ID date/time stamp generators & create a tamper proof records for post event analysis. System should facilitate multiple viewing of live and recorded images and controlling of all cameras by the authorized users present in the CCTV LAN.
- f. The cameras shall be designed to withstand all weather conditions, including storm. The IP 66 or better rating and mounting details shall therefore taken into consideration. Other details shall be as per specifications.
- g. Cameras locations shall be finalized based on site conditions like line of sight, maximum area coverage & no blind spot/area etc. DVC shall confirm areas to be monitored during detail engineering. However tentative area of surveillance and type of cameras/light/poles to be considered is mentioned in this documents.
- h. The layout plan along with facility details mappings attached with this tender is only indicative and may change during actual execution of the job.

BIDDER'S SCOPE OF WORK

1.0 General terms

- The scope of work to be read in conjunction with BOQ, special terms and conditions, specifications, statutory norms and relevant clauses of the tender document.

- All the offered equipments and systems must have proven track record (PTR) of operating satisfactory in India and needs to be submitted if sought by DVC.
- The BIDDER shall be fully responsible for proper selection of equipments, design, engineering, performance and successful operation of the complete system meeting the Functional & Technical requirements of the tender document.
- Specifications indicate the minimum requirements of camera, video encoders, video management system, video recorders etc., however, this does not absolve the BIDDER of the responsibility for proper selection with respect to the following:
 - Selection of lens focal length, camera, encoding techniques, selection of hardware and appropriate software for video management, selection of video recorder and its sizing to meet the storage requirements mentioned in the datasheets, accessories etc for proper monitoring and control.
 - Selection of equipment suitable for the environmental conditions.
 - All the devices and equipments provided by BIDDER shall be suitable for 24x7 operations.
- It is presumed that the BIDDER being the domain expert in the field of CCTV Systems is capable enough to select the best equipments & can provide best of detailed Engineering in all respect in line with the contractual scope & specification. However, all the documents (viz datasheets / detail engg / SW logic / System configuration etc) in compliance with the Work Order need to be submitted to DVC for approval. A copy of submitted drawings can be acknowledged by the DVC site representative. For finalization of drawings, detailed Auto CAD drawing indicating proper co-ordinates alongwith positioning of Outdoor Pole/camera to be submitted. Bidder should use Google maps input for preparation of Auto CAD drawing & also preparation of KML file. All the AutoCAD file & KML file should be submitted to DVC.
- The operational requirements as specified in the tender might undergo revisions during detailed Design Engineering. The BIDDER must ensure that the offered system software has the capability and flexibility to take care of these. Bidder has to conduct a survey for finalising the BoQ based on final engineering design. Only the changed quantities of offered hardware shall be revised without any change of scope of work.
- BIDDER will submit the deliverables requirement to DVC well in advance during kick off meeting. DVC will in turn ensure assigning desired responsibility matrix for facilitating the genuine requirements and execution of the project.
- The site for installation of the CCTV system shall be provided by the DVC as per the requirement for installation of the CCTV system. The tentative site plan for installation of Cameras may differ as per actual requirement at the time of installation of the CCTV system. BIDDER is to carry out the detailed survey and submit the detailed drawings in 3D models along with proper coordinates, location wise bill of materials, layout and erection drawings showing location of all system equipment and components, cable schedule, cable tray/rack and conduit routing cable schedule, earthpits for pole and indicative BoQ well in advanced within one month from the date of placement of LOA, so that advance action (if required) like Post award variation can be taken. BoQ is mentioned in work order is tentative and it will be finalized after site survey. After submission of Site survey report, DVC

amends the work order if required. BIDDER must submit the KML file so that it will be visualized in Google Earth as well as it helps the tentative measurements of route length. BIDDER is also responsible to take GPS coordinates at each camera location. BIDDER /SI use proper route marker after completion of outdoor laying works. Payment for site survey of outdoor location will be made on the basis of GPS co-ordinates & KML files.

- Packing and forwarding of all items (except cable & poles) included under this specification along with the storing of the supplied material till GOLIVE is under the scope of successful bidder. However the successful bidder may use any type of storage as per their convenience. The BIDDER shall be responsible for safe storage of the supplied items against weather. It shall be BIDDER's responsibility to take materials out of container for erection and commissioning of the systems.
 - BIDDER to propose and submit the complete cable route diagram along with all sorts of cable lengths, CCTV installation details, Concrete aggregate maintenance free earthing of poles and other details prior to physical execution of the cabling works at site.
- BIDDER will, during the time of detail engineering and installation of the quoted system, interact and coordinate with any other agency/system integrator regarding collection/retrieval of inputs/information/data and all such works shall be under the scope of this BIDDER. If necessary, the BIDDER may contact the purchaser for clarifications before submission of their Bid. BIDDER should take sub-vendor approval before engaging sub-vendor. During submission of sub-vendor approval bidder should submit all statutory documents. The statutory document lists will be provided by the purchaser to the BIDDER. BIDDER should be responsible to submit all the requisite documents on behalf of System Integrator/Agency.
 - BIDDER has to provide the services required for completeness and correctness of the system irrespective of whether it is mentioned in the specification or not.
 - Secure certification from relevant authorities, wherever applicable. Project management and scheduling including micro-planning in specific work area and reporting progress periodically.
 - The complete erection and commissioning of CCTV system throughout the valley area shall be done over a period of 12 months from the date of issuance work order.
 - The erection and commissioning would therefore require multiple visit to site for survey, planning, cable schedule preparation, laying of cables, camera mounting, switch installation and commissioning and camera commissioning and BIDDER s should include the same in their offer for E&C.
 - All special tools & test equipments, spares, consumables required for installation, testing, calibration and commissioning of the system is to be arranged by the BIDDER /SI.
 - All materials including cables, structural steel, consumables, testing appliances, tools and tackles necessary for completing the work shall be procured/ arranged & supplied by the Contractor at his own cost unless otherwise specified in the tender document. No claim/ delay on this account will be entertained by the Damodar Valley Corporation.
 - All commissioning and start-up spares required up to commissioning, system acceptance and handing over of the system to the owner shall be in the BIDDER's scope.

- Packing, forwarding, transportation, custom clearance, insurance, storage etc. of the CCTV system/equipments is in the scope of BIDDER.
- Storage and Security to be arranged by BIDDER at site at their cost for all the equipment's supplied till handed over to the DVC.
- Completion of As-built drawings/documents as per the execution of work at site and submission to DVC before handing over of the complete system to DVC.
- Responsibility of Completion & Software Optimization: Any fittings or items which may not be specially mentioned in the specifications but which are necessary are to be provided by the BIDDER without any extra cost for completeness of the work under this contract.
- Maintenance of all the CCTV equipments, hardware & software as supplied by the BIDDER shall be in the scope of the BIDDER throughout the commissioning including warranty and CAMC period.
- BIDDER will ensure that all the work of supply, installation, erection and commissioning of CCTV in DVC power houses is completed in the prescribed time and in no case the System Integrator may do any activity which may disturb senior officers to work/hamper the official duties of the employees of various Departments in DVC Power houses.
- BIDDER's personnel shall not divulge or disclose to any person any details of office, operation process, technical know-how, security arrangements, administrative and organizational matters as all of these are confidential in nature. It is binding for the PSU not to disclose the networking module of above work and any other information related to this work to any individual/group/firm which may cause harm to the security of DVC Power houses.
- BIDDER shall replace immediately any of its personnel, if they are unacceptable to the User Department of DVC because of security risk, incompetence, conflict of interests and breach of confidentiality or improper conduct upon receiving a written notice from any of the User Department in DVC.

2.0 FACTORY ACCEPTANCE TEST: -

- Factory acceptance test shall be carried out at Vendor's premises and the required setup for demonstration of the functional and technical requirements has to be arranged by the vendor at no cost to BECIL.
- Vendor shall initially perform tests at his works to ensure that all components are in accordance with tender specification and functional requirements.
- All equipments and sub-systems shall undergo minimum of 72 hours burn in period prior to start of the test.
- During testing period, if there is a malfunction, the test shall terminate and Vendor shall replace the failed component/ module.
- Thereafter the test shall commence all over again. If even after this replacement, the any equipment fails to meet the requirements, vendor shall replace the same to meeting the requirements and the system shall get tested again.

- If equipment fail during the test and is not made successfully operational within two hours of active repair time after the failure, the test shall be suspended and restarted all over again only after the Vendor has replaced the device into the acceptable operation.
- A test report shall be submitted to the purchaser for review within two weeks of completion of tests by the vendor.
- Once all the tests are successfully carried out by the vendor upto their satisfaction level and in line with tender requirement, vendor shall give FAT call to BECIL along with FAT procedure and test result against each of the parameters of the FAT procedure.
- On receipt of call and test result, BECIL representatives shall attend the FAT.
- During Factory Acceptance Test, vendor shall test and demonstrate the functional integrity of the offered system hardware and software to BECIL. No FAT material or equipment shall be transported until all required tests are successfully completed and certified ready for Shipment by BECIL.
- BECIL reserves the right to be involved and satisfy himself at each and every stage of inspection. BECIL shall be free to request any specific test on any equipment considered necessary by him although not listed in this specification. The cost of performing all tests shall be borne by the Vendor.
- Vendor shall note that acceptance of any equipment or the exemption of inspection or testing shall in no way absolve the Vendor of the responsibility for delivering the equipment meeting all the requirements specified in the Tender.
- It shall be Vendor's responsibility to modify and/or replace any hardware and modify the software, if the specified functions are not completely achieved satisfactorily during testing and factory acceptance or in field during actual operation / functioning.
- Vendor shall submit the following test certificate and test reports for purchaser's review:
 - a) Performance test certificate
 - b) Minimum light intensity testing
 - c) Certificate from Statutory Body for flame proof and weather proof enclosure
 - d) Witness Inspection

3.0 FAT SETUP & TEST GUIDELINES:

SITE ACCEPTANCE TEST: TEST RUN / TRIAL RUN: Refer to SPECIAL TERMS AND CONDITIONS OF CONTRACT.

4.0 OTHERS

Any other work not specifically mentioned above but is included in the BOQ/ Tender document and facility for the same is available at site, the same also need to be covered in the scope of work of the BIDDER . **The detailed scope of Work is mentioned in Bid Number: GEM/2023/B/3953223 Dated: 14-09-2023 Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) among CPSUs (Central Public Sector Undertakings).**


SECTION IV

PRICE BID FORMAT

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	NET REVENUE SHARE OFFERED TO BECIL on Total Value of Project (IN Figure %)	NET REVENUE SHARE OFFERED TO BECIL in WORDS (IN INDIAN RUPEES)
1.01	Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) among CPSUs (Central Public Sector Undertakings).	1	LUMP SUM	%	



ANNEXURE A (BANK MANDATE FORM)

- DETAILS FOR PAYMENT OF TENDER PROCESSING FEES



यूनियन बैंक **Union Bank**
of India

एक भारत श्रेयम् A Government of India Undertaking


(A Govt. of India Undertaking)
MID CORPORATE BRANCH, DELHI SOUTH
D -26-28, Connaught Place, NEW DELHI -110001
Tel: +91-9137849790; Fax: 01-11 23414330 ; Swift: UBININBBNDL
Email: ubln0549797@unionbankofindia.bank

Ref.: MCB:ADV:ATL:2022-23: Date: 18.01.2023

TO WHOMSOEVER IT MAY CONCERN

A	Name of the Beneficiary	BROADCAST ENGINEERING CONSULTANTS INDIA LIMITED
i	Address with Pin Code	BECIL Bhawan, C-56/A17, Sector -62, Noida - 201307 (U.P)
ii	Permanent Account Number (PAN)	AAACB2575L
iii	(a) Telephone No.	0120-4177861
	(b) Fax Number	0120-4177879
	(c) Contact Person	Sh. Awadhesh Pandit General Manager - (Finance and Accounts)
	(d) E-mail Address	panditmd@becil.com
	(e) Mobile No.	+91-8130918866
B	Bank Particulars	
i	Bank Name	UNION BANK OF INDIA
ii	Bank Contact No	+91-9137849790
iii	Branch Address with Pin Code	26/28, 1 st Floor, D Block, Connaught Place, New Delhi, 110001.
iv	BSR Code	549797
v	MICR	110026046
vi	SWIFT CODE	UBININBBNDL
Vii	11 Character IFSC Code of the Bank (Either enclosed a cancelled Cheque or obtain Bank Certificate as appended)	UBIN0549797
Viii	Bank Account Number as appearing on the Cheque Book	565101000065461
Ix	Bank Account Type	Overdraft
X	If other, Specify	--

**This certificate is issued on the specific request of our customer without any risk and responsibility on the part of the bank or any of its employees.*



Bank Stamp with Authorized Signatory

Date 20-01-2023

Page 1 of 1

NIT Description: Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) among CPSUs (Central Public Sector Undertakings).



DAMODAR VALLEY CORPORATION

CONTRACT & MATERIALS DEPARTMENT

DVC TOWERS, 3RD FLOOR, VIP ROAD, KOLKATA – 700 054

General Information/Instruction to the bidders

e-Procurement

Open Tender with e-Reverse Auction

NIT Description:

Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) among CPSUs (Central Public Sector Undertakings).

NIT Description: Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) among CPSUs (Central Public Sector Undertakings).

NIT COMPRISES OF THE FOLLOWING DOCUMENTS:-

Notice Inviting Tender (NIT)

Vol-I: ELIGIBILITY FOR PARTICIPATION OF BID & QUALIFYING REQUIREMENT

Vol-II: Instruction to Bidder (ITB)

Vol-III: GENERAL CONDITIONS OF CONTRACT (GCC) and Policy for withholding and Banning of Business Dealings

Vol-IV: BID FORMS AND PROCEDURES (BFP)

Vol-V: Please find the following attached documents

Detailed Technical Specification & Scope of Work and other documents

Bill of Quantity (BOQ)

Vol-VI: Terms & Conditions of Contract

NIT Description: Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) among CPSUs (Central Public Sector Undertakings).

Notice Inviting Tender (NIT)

Damodar Valley Corporation invites Electronic tenders **(Single Stage-Two Envelope One Part) Open tender followed by e-Reverse Auction** for the under mentioned works/Supply **amongst CPSUs (Central Public Sector Undertakings) i.e. CPSUs (Central Public Sector Undertakings) are only eligible for participating in this tender.**

The tenders will be processed in on-line mode through Government e-Marketing (GeM) [URL: <https://gem.gov.in/>]

Total Estimated Value	Rs. 47,76,12,277.57 exclusive of GST
Tender downloading period	Up to 12:00 Hrs. of 15.09.2023
Date of Pre Bid Conference	<p>21.09.2023 at 12.00 Hrs.</p> <p>The bidder who wants to participate in the pre bid meeting shall intimate vide e-mail within 20.09.2023 by 5:00 pm.</p> <p>To join the meeting on , MS TEAM click this link: https://teams.microsoft.com/l/meetup-join/19%3aY4m2lEWCKJ8cnSnP2_HtXC6MwsR1u7K-F84SZXiNu4U1%40thread.tacv2/1694608276547?context=%7b%22Tid%22%3a%22cf94827a-bc3d-4b63-8feb-432960d2d81b%22%2c%22Oid%22%3a%225cec0ec-f112-4c77-a0d0-4e71a6007051%22%7d</p> <p>Meeting ID: 435 550 126 812, Passcode: k4w6Q9</p>
Last date & time for Bid submission (uploading)	Up to 12:00 Hrs. of 13.10.2023
Opening Date & time for Techno-Commercial Bids	13.10.2023 at 12.30 Hrs.
Date & time of Opening of Price Bids	At a date to be notified by DVC in due course.
Date of e-Reverse bidding	This will be notified by DVC in due course.
Cost of tender	NA
Earnest Money Deposit (EMD) in INR	NA- CPSU are exempted from paying the EMD as per GEM GTC clause no. 4 > point xiii > (m) > "vii".

NIT Description: Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) among CPSUs (Central Public Sector Undertakings).

Vo-I: ELIGIBILITY FOR PARTICIPATION OF BID & QUALIFYING REQUIREMENT:

A) ELIGIBILITY FOR PARTICIPATION OF BID:

Class-I & Class-II Local Suppliers

Only "Class-I local suppliers" & "Class-II local suppliers" are eligible to participate in this Tender as defined in the NIT documents/ Public Procurement (Preference to Make in India), Order 2017 and its subsequent amendments/ revisions issued by DPIIT, MoF, GOI. The bidders have to submit the declaration (alongwith other documents) regarding Local content included in their bid price in this regard, as per the format provided in the NIT. The minimum local content shall be 50% for 'Class-I local supplier' & 20% for "Class-II local suppliers".

Note:

The Contractor shall not be allowed to sub- contract works to any sub-contractor/ sub-vendor from a country which shares a land border with India unless such sub-contractor is registered with the competent Authority.

The Competent Authority for the purpose of registration shall be as mentioned in the F.NO. 6/18/2019-PPD, Ministry of Finance, Department of Expenditure, Public Procurement Division.

However, the said requirement of registration will not apply to sub-contractors from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. The Contractor may apprise itself of the updated lists of such countries available in the website of the Ministry of External Affairs.

B) QUALIFYING REQUIREMENT:

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

Qualification of the CPSU will be based on meeting the minimum criteria specified in Part-A and Part-B below regarding the CPSU's technical experience and financial position as demonstrated by the CPSU's responses in the corresponding bid schedules. The CPSUs shall also be required to furnish the information specified in Part-A & Part-B in their Bid. The CPSU can only participate as an individual firm only, no joint venture shall be considered for qualification of Part-A or Part-B.

i) Qualifying Requirements on Technical Capability (Part-A):

The CPSU shall have to furnish the documents against following paras (a) in support of their eligibility for participation in the tender towards "System Integration for CCTV Surveillance Systems" and meet all of the Qualification requirements.

- a. The CPSU should have experience in execution of **similar works*** towards **"Supplying, Installation, Testing, Commissioning, O&M for IP based CCTV Surveillance system including Video Management System/ Cameras and its Integration" to Government Power utilities/ Government Undertaking Power Utilities/ Reputed Private Power Utilities/ PSU/ State or Central Govt. departments/ Reputed Private organization in India during last 7 (seven) years** ending last day of month previous to the one in which offers are invited should be either of the following:

- i) **One similar** completed works each costing not less than the amount equal to **Rs. 38.20 crore exclusive of taxes**

OR

NIT Description: Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) among CPSUs (Central Public Sector Undertakings).

ii) **Two similar** completed works each costing not less than the amount equal to **Rs. 23.88 crore exclusive of taxes**

OR

iii) **Three Similar** completed works costing not less than the amount equal to **Rs. 19.10 crore exclusive of taxes**

In support of the above qualifying criteria the CPSUs are required to submit their offer with all the following documents:

- Copy of Work Order(s)
- Copy of Commissioning report/ Execution Certificate/MOM signed by user/clients or Performance certificate issued by user/clients.
- List of past supplies in tabular form mentioning name of project, Name & contact details of contact person of user of the system, year of supply, year of commissioning, make & model of camera etc.

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

- **Similar works*means** *“Supplying, Installation, Testing, Commissioning, O&M for IP based CCTV Surveillance system including Video Management System/ Cameras and its Integration.”*
- **Completed works/services**** means the executed/completed/delivered portion of Work Order/AMC/RC/Purchase Order, Payment receipt documents with ref. to WO No. and date or execution certificate with executed value and referred order number be also considered as a proof of execution/delivery even if the works/services have not been completed in totality (subject to furnishing proof of executed/supplied value of works/services in the form of certified copies of RA Bills) or any relevant documents, which is sufficient to proof the works/services completed/delivered or to be completed.

I. Qualifying Requirements on Financial Capability (Part-B):

- a. Net working capital should be considered for the last financial year. Net working capital or access to credit facilities (unutilized portions) on the date of NIT shall not be less than **Rs. 1194 lakhs.**
- b. Minimum Average Annual Turnover (MAAT) of the bidder during best three (03) financial years out of last 05 financial years ending on 31/03/2023 shall not be less than **Rs. 4776 lakhs..**
- c. Net worth of the bidder as on the last day of the preceding financial year shall not be less than 100 % of the paid up share capital.
- d. Companies/ Organization under National Company Law Tribunal (NCLT) or Companies/ Organization under Debt Recovery Tribunal (DRT) or Companies/ Organization, who have applied for Corporate Debt Restructuring (CDR) in last two financial years, shall not be considered for bid qualification. A certificate of practicing Chartered Accountant must be produced by the bidder(s) that the bidder(s) does/do not fall under the above criteria.

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

- (i) In compliance to the above, the bidder shall submit Audited Annual Accounts with all schedules including financial statement- Balance sheet and profit & loss account statement of the last 05 (Five) financial years. i.e. for FY 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23.

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- (ii) In case where audited results for the preceding financial year are not available, certification of financial statements from a practicing Chartered Accountant shall also be considered acceptable.
- (iii) 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.
- (iv) Net working capital means the difference between the sum of current assets and sum of current liabilities. Current asset means a sum of cash and cash equivalent, current investment, inventories, trade receivable, short term loan and advances and other current assets. Current liabilities mean the sum of short-term borrowings, trade payables, short-term provision and other current liabilities.
- (v) Other income shall not be considered for arriving at annual turnover.
- (vi) Net worth means the sum of the paid-up share capital and free reserves. Free reserve means all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.

II. Relaxations in eligibility criteria for start-up vendors /MSME vendors

Since the job is of critical nature, in line with OM No. HQ/ED(C&M)/MSE/127 dated 12/03/2019; no relaxation will be given to the start-up vendors/ MSE in terms of prior Turnover & experience criteria.

NOTE for all clauses of QUALIFYING REQUIREMENT as above:

Bidders shall upload all the scanned documents towards Qualifying Requirement as per Sl. No. B in Vol-I of this Buyer Added Bid Specific ATC as above along with other documents in Envelope-II: (Techno-Commercial Bid) as per Sl. No. b (ii) of Vol-II: ITB as per Bid Document conditions during submission of bid online for techno-commercial evaluation and compliance thereof.

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Vol-II: INSTRUCTIONS TO BIDDERS (ITB):

1) GENERAL INFORMATION:

- i) The prospective bidders are invited to submit their Bid comprising of Techno- Commercial Bid and Price Bid for the subject package, in line with the provision of the bidding documents. Methodology for submission of bids has been detailed hereinafter in this bidding document.
- ii) The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Employer (DVC) will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

Transfer of Bidding Documents purchased by one intending Bidder to another is not permissible.
- iii) DVC reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the DVC's action. Decision of DVC will be final and binding in this regard.
- iv) DVC reserves the right to amend/alter/add/delete any provision of this document or of the future contracts arising out of this tender.
- v) The Successful bidder should also obtain all necessary clearances and other related statutory requirements etc. as applicable for the subject tender from the concerned authorities, without any additional cost to the DVC.
- vi) Multiple bids by the same person (individually or as a part of a JV Company/Consortium or Associate) are not allowed. Any person that controls (directly or indirectly) a bidder or a member of the bidding Consortium or Associate/ JV Company or any other person(s) which is/are controlled (directly or indirectly) by the aforementioned person, or any person that is controlled (directly or indirectly) by such bidder or member of bidding Consortium or Associate/ JV Company, shall not bid on its own or as a member of a Consortium or Associate/ JV Company for which the bidder or the bidding Consortium or Associate/ JV Company has submitted a bid.

For the purposes of this clause the terms 'person' means any individual, company, corporation, partnership (whether limited or unlimited), proprietorship, trust or any other entity (whether incorporated or not), Hindu undivided family, union or association and in case of a trust shall include the trustee or the trustees for the time being. For the purposes of this clause the terms 'control' as applied to any person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of that person whether through acquisition of shares, voting securities, by contract, or otherwise.

2) BIDDING DOCUMENTS:

The Bidding documents comprise the following: -

- a) GeM's Bid Document.
- b) Buyer Added Bid Specific Terms and Conditions
- c) Buyer Added Bid Specific ATC.
 - i) Vol-I : ELIGIBILITY FOR PARTICIPATION IN TENDER & QUALIFYING REQUIREMENT
 - ii) Vol-II: INSTRUCTIONS TO BIDDERS (ITB)
 - iii) Vol-III: GENERAL CONDITIONS OF CONTRACT (GCC) and Policy for withholding and Banning of Business Dealings and
 - iv) Vol-IV: BID FORMS AND PROCEDURES (BFP)
- d) GeM's General Terms and Conditions (GTC).

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The Bidders are expected to examine all instructions, forms, terms, conditions, specifications and other information in the bidding documents. Failure to furnish all information required as per the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

3) **CLARIFICATION ON BIDDING DOCUMENTS:**

- a) A prospective Bidder requiring any clarification to the Tender documents may notify the Employer through GeM only as per provision of GeM Bidding Documents.

On the queries asked by the Bidders up to the date of Pre-bid discussion, the Employer will respond in the Pre-bid discussion and the Pre-bid replies will be hoisted (as Amendment) through <https://gem.gov.in/> within 07 days of Pre-Bid conference. **The Pre-bid conference shall be held virtually through electronic mode on the day mentioned at page no. 3 above on MS teams with the link given at the same page.**

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.

- b) The Bidder is advised to visit and examine the site where the facilities are to be installed and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for supply and installation of the facilities. The costs of visiting the site shall be borne by the bidder fully.
- c) The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.
- d) **“Further, no queries from Bidders shall be entertained after last date of receipt of Queries as specified in Bidding Documents. Accordingly, any query(ies) received from Bidders after the cut-off date shall be returned.**

4) **AMENDMENT TO BIDDING DOCUMENTS:**

- a) At any time prior to the deadline for submission of bids, DVC may, for any reason, whether at its own initiative, or in response to the clarifications requested by the prospective Bidders, amend the tender documents except QR after due approval of TIA. The amendment will be notified in writing through the GeM portal. It will be assumed that the information contained therein have been taken into account by the Bidder in his bid.
- b) In order to give reasonable time to prospective bidders to take the amendment into account in preparing their bid, DVC may, at his discretion, extend the deadline for the downloading/ selling of tenders and/or uploading/submission/opening of bids after due approval of TIA.
- c) Any addendum/corrigendum/extension, if required, pertaining to Bidding Documents will be hoisted in GeM portal. Bidders is requested to visit GeM portal website regularly for any addendum/corrigendum/extension till opening of Bids. This stipulation to be incorporated in the Bidding Documents.
- d) In case of change in technical parameter/ specification/ scope of work, selling/downloading and submission/uploading date may be extended.
- e) **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.**

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5) PERIOD OF VALIDITY OF BID:

- a) Bids shall remain valid for a period of **180 days from the date of opening of Bid prescribed by the Employer (DVC)** indicated in Bid Documents.
- b) In exceptional circumstances, the Employer (DVC) may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made by e-mail. If a Bidder accepts to extend the period of bid validity, the validity of bid security (whenever applicable) 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.

6) COST OF BIDDING DOCUMENTS:

Not applicable for Bid participated through GeM Portal.

7) BID SECURITY (EMD):

Not applicable since CPSU are exempted from paying the EMD as per GEM GTC clause no. 4 > point xiii > (m) > "vii".

8) PREPARATION OF BIDS:-

a) LANGUAGE OF BID: -

- (i) 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.

b) DOCUMENTS COMPRISING OF THE BID & BIDDING PROCEDURE

Three envelope bidding procedure shall be followed as under:

(i) Envelope-I: Hard Copy (Offline) Submission as per terms & conditions of the Bid Document :

Envelope-I shall comprise of the following: -

- **"Documents in support of bid security (EMD)"** if applicable. and
- **"Integrity Pact"**- (wherever applicable) duly signed in all pages by the authorized signatory who is signing the Bid (i.e. who is duly authorized to sign the bid) with one witness from Bidder End as per format enclosed in the Bidding Documents.

(ii) Envelope-II: scan copies of the supporting documents for Envelope-II as per the Terms & Conditions of the Bid Document:

Envelope-II shall comprise of the following:

1. Declaration/Information in support of Techno-commercial Bid as per Vol-IV: Bid Forms & Procedures (BFP) in the Bid Document.
2. Scanned **copies 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 Vol-IV: BFP in the Bid Document and it should not contain any other information.

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3. Scanned Notarized Power of Attorney,
4. Scanned Bid Security (EMD) if applicable &
5. Scanned copy of details of Banker for Making Payment through RTGS/NEFT (Bank Certificate as per Format given in the Vol-IV: BFP) & a cancelled cheque.
6. Scanned copy of “**Integrity Pact**”- **(wherever applicable) duly signed in all pages by the authorized signatory who is signing the Bid (i.e. who is duly authorized to sign the bid) with one witness from Bidder End as per format enclosed in the Bidding Documents.**
7. Scanned Copies of all required documents for meeting the Qualification Requirement as per Sl. No. B of Vol-I: Eligibility for Participation of Bid & Qualifying Requirement this Bidding Documents.
8. Scanned copy of Any other required documents as mentioned in Bid Document.
9. Scanned copy of statutory documents (like Company Registration/ affidavit of Partnership Firm or Proprietorship Firm, GST, PAN, EPF, ESI etc).

NOTES: -

- Bidders shall not be required to upload scanned copy of any other document for the Envelope-II, except the above documents.
- **Please note that the Envelope-I, Scan copy of the supporting documents for Envelope-II as uploaded by the Bidder should not contain any Bid price content entry. In case any Bid price (basic price) component is exposed in Envelope-I, Envelope-II or, any Scan copy of the supporting documents for Envelope-II, then his Bid may be rejected outrightly by the Employer.**

(iii) Envelope-III in Template Format: Online Submission of Price Bid Template as per the Terms & Conditions of the Bid Document:

Price Bid shall comprise of the following: -

Bidders shall submit the “total price for completion of the job” online in **One place at GeM portal.**

Bidders shall give a breakdown of the total prices in the manner and detail called for in the Price Schedules/ BOQ of Price Bid only **after the completion of Reverse auction.**

The Bidders shall present their prices in the following manner: Bidders shall necessarily submit their Price Bid in “Envelope-III in template format” / BOQ format only **after the completion of Reverse auction** and no other format is acceptable.

Note-1:

- After downloading all the Bidding documents including the Amendments to Bid Document, if any, Bidders are requested to fill up & upload the Envelope -II, Envelope -III, Scanned copies of other documents as mentioned above at clause no. 8(b) (i) & 8(b) (ii) and submit the Hard copies of Envelope-I as asked in the Bid Document 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 Bidding Documents & its amendments (if any).
- Uploading of any documents / files by the Bidder, other than as asked in the Bidding Documents and its subsequent Amendments (if any), may lead to rejection of his Bid by the Employer.

Note: 2.

- **COMMERCIAL AND TECHNICAL DEVIATIONS:**
No deviation is allowed for the instant tender.

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9) DEADLINE FOR SUBMISSION OF BIDS:

- a) Bids {Envelope-I: Hard Copy (Offline), Envelope-II: Online Submission of Technical Bid & Envelope-III: online submission of Price Bid} shall be submitted in compliance to the provisions of clause 8.0 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 in accordance with ITB Clause (4) in which case all rights and obligations of Tender Inviting Authority and Bidders will thereafter be subject to the deadline as extended.
- d) Date & Time for opening of Price Bid shall be intimated separately to the bidders whose techno-commercial bid is found to be acceptable as detailed in clause (13) below.
- e) LATE BIDS: Not Applicable.

10) 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 offline part of Bids, Bidder's modifications of Envelope-I (if required for Envelope-I) shall be prepared, sealed, marked as "Bid Modifications- Envelope-I" and shall be address to the Employer at the address given in the Bid Documents and bear the package name, Bid Number.
- c) 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.
- d) The actions which shall be taken in case of withdrawal of bids at different stages of tender/bid participation are as indicated below:
 - i) If the withdrawal is on-line within the deadline of bid submission, the EMD (wherever applicable) will be refunded.
 - ii) If the request of withdrawal is received after deadline of bid submission and before opening of Techno Commercial bid, the bidder will be disqualified and his EMD (wherever applicable) will be forfeited and the techno commercial bids of remaining bidders will be opened.
 - iii) 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. However, in case of no. of techno-commercial & QR compliant bids become less than three after the withdrawal, re-tender may be thought of, otherwise procedure for less than 3 responses may be followed. In case of re-tender such defaulting Bidder will not be allowed to participate.
 - iv) In the event of a L-1 bidder backing out prior to placement of order, 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. In this re-tender such defaulting Bidder will not be allowed to participate. EMD (wherever applicable) will be forfeited.
 - v) If the L-1 bidder withdraws his bid / do not acknowledge the order after issue of

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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 will not be allowed to participate.

11) **BID PRICES:** -

- a) The Contract Price shall be FIRM & FIXED during the entire execution of the Contract.
- b) 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.
- c) 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.
- d) **BID CURRENCIES:** PRICES SHALL BE QUOTED IN INR only.
- e) The contractor shall be required to quote prices indicated in INR for each accounting unit inclusive of GST, Freight, Tax, Duties, Levies, loading, unloading etc. on FOR basis.

12) **TAXES, DUTIES, LEVIS AND CESS:**

- a) Bidders (except for direct import by DVC) shall quote the Prices [which is inclusive of Freight & 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.
- b) For direct import by DVC, Customs duty [including Social Welfare Surcharge, etc.] and GST as per Bill of Entry as applicable shall be to the account of the DVC, at actual.
- c) 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.

Note: Bidder will be asked to submit the price break up [Basic price, freight & GST (applicable %)] after conclusion of reverse auction. GST will be paid at actual as applicable.

13) **BID OPENING & BID EVALUATION:**

- a) **Envelope-I:**
Hardcopy Documents: The Employer (DVC) will open the hard copy of **Envelope-I** (as received) offline, in presence of bidders' representatives who choose to attend the opening on the time and at the communication address as stated in the IFB. In the event of the specified date for the opening of bids being declared a holiday for the Employer (DVC), the bids will be opened at the appointed time on the next working day.

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

Bids not accompanied by the "Documents in support of bid security/EMD-if applicable"

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and “Integrity Pact” in Envelope-I as asked in the NIT will be outrightly rejected and not be considered for further evaluation, regardless of the circumstances and his bid will not be opened further.

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

Bidders’ representatives who choose to attend the opening shall sign a register as proof of their attendance.

The Employer will examine whether the “Documents in support of bid security-if applicable” and “integrity Pact” in Envelope-I have been properly signed and are generally in order.

b) Envelope-II (Techno-commercially Bid):

The Employer (DVC) will then open “**Envelope-II: Techno Commercial Bid**” (with scanned copies of Letter of Bid, Acceptance of Online Reverse e-Auction, Affidavit, Notarized Power of Attorney, ~~Cost of Tender document, Bid Security (EMD)~~, Integrity Pact & Scanned Copies of all required documents for meeting the Qualification Requirement) online only for those Bidders who’s Documents in Envelope-I are generally in order.

After evaluation of “**Envelope-II: Techno-Commercial Bid**”, Employer (DVC) will notify the date & time for opening of the “**Envelope-III: Financial Bid**” to all the **techno commercial compliance Bidders** through the e-tendering system (based on the evaluation of Envelope-II with scan copies of Letter of Bid, Acceptance of On Line Reverse e-Auction, Affidavit, Notarized Power of Attorney & Scanned Copies of all required documents for meeting the Qualification Requirement).

NOTES of Sl. No. 13 (b):

- i) During bid evaluation the Employer (DVC) may, at its discretion, ask the Bidder for a clarification on its bid. The request for clarification and the response there to shall be through GeM portal/ e-mail only, and no change in the price or substance of the bid shall be sought, offered or permitted.
- ii) Notwithstanding anything stated above, the Employer (DVC) reserves the right to assess the capabilities and capacity of the Bidder to perform the contract at any stage during the entire bid evaluation period and prior to award of Contract, should the circumstances warrant such assessment in the overall interest of the Employer(DVC).
- iii) **POST BID CLARIFICATIONS:** Based on the recommendation of the Tender committee and its approval from the TIA, techno-commercial clarification (having no financial implication) and additional data/clarification may be asked from the participating bidders when the price bids are yet to be opened as per the procedure elaborated elsewhere in this Bidding Documents.

c) Envelope-III: Financial Bid:

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

i) INITIAL FINANCIAL BID EVALUATION

Offered bids from any bidder will be evaluated in the following methodology: -

- 1) The offers with any condition shall normally be rejected.
- 2) Total Quoted Prices is inclusive of freight, GST, all other taxes, duties, levies, cess, etc.

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- 3) **Price evaluation will be done on summery wise basis including GST on FOR basis. Ranking shall be done on lowest quoted price including GST after considering arithmetical errors, if any based-on price schedules unless otherwise stated in the Bid Document.**
- 4) **The “Opening Price” i.e. the base price/ start price for Reverse e-Auction shall be fixed by GEM on the basis of Total cost for Contract for the subject tender (in Rs.) including GST & Freight etc. unless otherwise stated in the Bid Document.**

ii) ONLINE REVERSE e-AUCTION

- 1) On line reverse e-auction shall be conducted in GeM Portal only as per provision of GeM’s General Terms & Conditions.
- 2) **After conclusion of the Reverse e-Auction event, the lowest total price offered for the complete Lot (Package) would become the L1 tenderer.**
- 3) The rank of other tenderers i.e. L2, L3, L4 etc. will be decided based on prices quoted by the tenderers during Reverse e-Auction.
- 4) Deleted
- 5) **The lowest Bidder has to e-mail from its registered e-mail Id, the “Final quoted price” during the online Reverse e-Auction alongwith price breakup sheet as per BOQ format duly signed by the authorized person within four (4) hours of Bidding End Time.**
- 6) **Backing out of L-1 Bidder:**
In the event of a L-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 such defaulting Bidder will not be allowed to participate. EMD (wherever applicable) will be forfeited.
- 7) **Refusal of L-1 Bidder to give break-up of price:**
In the event of a L-1 bidder refusing to give breakup of price and in case order cannot be placed without price breakup the bidder shall be suspended for a period up to one year as decided by DVC from the date of issue of suspension order. The suspension will apply prospectively and during suspension period, enquiry shall not be issued to the firm and bid submitted in open tender shall be rejected.

Note 1: If no Final Price Offer is received online in the Bidding system/website within the specified time duration of the online Reverse Auction/Bidding from the Bidders who are found eligible by DVC for participating in the Reverse Auction/Bidding, then DVC will take further decision on the Tender as per GeM rules, at its sole discretion, without assigning any reason.

Note 2: Bidder (s) who have logged in during e-Reverse Auction shall be treated as participant (s) in the bidding event.

d) FINAL FINANCIAL BID EVALUATION

On conclusion of On Line Reverse e-Auction, The Lowest bidder (L-1) obtained in online e-auction shall be requested to produce 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

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paper of min 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 No. 8(b) (ii) of ITB 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.**

If L1 bidder(s) fails to produce the supporting documents within the specified period (i.e. within 10 days from the date of issuance of notification), or if any of the declaration furnished by the bidder in “Envelope-II: 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 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 (if applicable) will be forfeited and the Bidder will be banned for one year from participating in future tenders of DVC.

SPLITTING OF CONTRACT:

Not applicable

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.

14) PURCHASE PREFERENCE & GOVT. POLICIES:

- a) At present DVC, a statutory body under Ministry of Power- GOI, is granted Purchase Preference following the Govt. Policy/Directives on this subject such as Make in India Policy & MSME Policy, etc. as applicable. However, any change in Govt. Policy/Directives on this subject will be applicable.
- b) The Vendor shall ensure that the indigenous capacity is utilized to the fullest extent possible in execution of the order. Where the imports are unavoidable, the Vendor shall import all such items in good time against his own import license without affecting the contractual delivery schedule following the Govt. Policy/Directives on this subject and the tender conditions.
- c) "Public Procurement (Preference to Make in India), Order 2017 of GOI, Ministry of Commerce and Industry, department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi, No. P-45021/2/2017-B.E.-II dated 15th June,2017 is applicable for the subject procurement".
- d) "Public procurement Policy for Micro and Small Enterprises (MSE), order 2012 of GOI, Ministry of Micro, Small and Medium Enterprises, Office of Development Commissioner (MSME), Marketing Assistance Division, Nirman Bhawan, New Delhi No. 26((1)/2014-MA dated 06th November, 2015 is applicable for the subject procurement.
- e) Public Procurement Policy with regards to Procurement from a Bidder of a Country which shares a land border with India.
- f) The bidders shall be required to comply the Public Procurement Policy with regards to Procurement from a Bidder of a Country which shares a land border with India, notified by the Public Procurement Division, Department of Expenditure, MoF, GOI vide OM F.No.6/18/2019-

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PPD dated 23/07/2020, Order (Public Procurement No. 1) F.No.6/18/2019-PPD dated 23/07/2020, Order (Public Procurement No. 2) F.No.6/18/2019-PPD dated 23/07/2020, Order (Public Procurement No. 3) F.No.6/18/2019-PPD dated 24/07/2020 and its subsequent clarification/amendment/revision, if any.

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

NOTE:

If the bidder wants to avail the Purchase preferences in GeM, the bidder must select the MII & MSE preferences at the requisite place in GeM Portal during the bid submission.

15) LETTER OF AWARD:

- a) After Online Reverse e-Auction among the Techno-Commercially Qualified Bidders, Employer (DVC) will issue LOA/PO/Work Order/LOA-cum-Work Order to the L1 Bidder(s) after verifying the supporting documents of the L1 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.

16) 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.

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- (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.

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

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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 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.

17) CONTACTING THE EMPLOYER & AWARD OF CONTRACT:

- a) Any effort by a Bidder to influence the Employer (DVC) in the Employer's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.
- b) The Employer (DVC) will award the contract to successful Bidder whose bid have been determined to be substantially responsive and to be the lowest evaluated bid.

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

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

19) GOVERNING LAWS & GENERAL PRINCIPLES:

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

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

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

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

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

20) RISK PURCHASE CLAUSE:

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

- a) After the expiry of the specified date of delivery / completion period, if the Contractor fails to deliver the materials/ complete the work a notice will be given to the Contractor for delivering the material/ complete the work immediately.
- b) If the Contractor fails to deliver the material/complete the work, a final risk and cost notice will be served to the Contractor by registered post with A/D, clearly indicating that if he fails to deliver the materials/ complete the work within 7 days of the receipt of the letter, the same shall be outsourced from other sources at the risk and cost of the Contractor.
- c) The existing order has to be closed and action will be initiated by the Employer for procurement / completion of work & services of the balance items/ portion. While taking such action the defaulting Contractor may not be given an opportunity against fresh enquiry/limited tender.
- d) If it is found that price has come on the higher side then the difference between the original price and the new price will be recovered from the Contractor.
- e) For the purpose of recovery of the amount, unpaid amount / security deposit by the way of BG as provided by the Contractor will be adjusted first. If there is any balance left to be recovered, the Contractor should be informed to deposit the money at the earliest.
- f) If he fails to deposit the balance amount no further enquiry will be given as per banning procedure of DVC.
- g) In case the amount is considerable, legal action may be considered by the Employer.

Alternatively, the Employer (DVC) may short close the Order stating the reason for not resorting to risk purchase clause.

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

21) INSURANCE:

As per clause no. 5 of SCC.

22) CONTRACTOR'S PERFORMANCE EVALUATION SYSTEM:

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

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

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

23) **IMPLEMENTATION OF INTEGRITY PACT**

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

DVC shall be entering into an Integrity Pact with the bidders as per format given in the NIT (as per Form-4 of Vol-IV: BFP) enclosed. The Proforma has to be returned by the bidder (along with the techno-commercial bid) duly signed by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Any bid not accompanied by Integrity Pact Proforma duly signed by the bidders shall be rejected straightway. All pages of Integrity Pact to be signed by the bidders authorized signatory who signs the bid.

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

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

- i) During execution of the Contract, if the Employer proposes a Change in the facilities, it shall send to the Contractor a "Request for Change Proposal" requiring the Contractor to prepare and furnish to the Project Manager as soon as reasonably practicable a "Change Proposal," which shall include the following:
 - (a) brief description of the Change
 - (b) effect on the Time for Completion
 - (c) estimated cost of the Change
 - (d) effect on Functional Guarantees (if any)
 - (e) effect on any other provisions of the Contract.
- ii) The pricing of any Change shall, be calculated in accordance with the rates and Prices included in the Contract. If the rates and prices of any change are not available in the Contract, the parties thereto shall mutually agree on specific rates for the valuation of the Change.
- iii) Within fourteen (14) days after the Employer (DVC) and the Contractor mutually agreed upon all matters therein contained including agreement on rates, the Employer shall, if it intends to proceed with the Change, issue the Contractor with a Change Order. If the Employer is unable to reach a decision within fourteen (14) days, it shall notify the Contractor with details of when the Contractor can expect a decision. If the Employer (DVC) decides not to proceed with the Change for whatever reason, it shall within the said period of fourteen (14) days, notify the Contractor accordingly.
- iv) If the Contractor proposes a Change, the Contractor shall submit to the Project Manager a written "Application for Change Proposal," giving reasons for the Proposed Change.
- v) If any tolerance limit has not been incorporated in the SCC **then $\pm 5\%$** of the order value should be considered as the tolerance limit and the contract shall automatically be treated as amended to that extent.

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25) SETTLEMENT OF DISPUTES & ARBITRATION:

Settlement of disputes & Arbitration shall be guided as per clause no. 33 of GCC of DVC followed by clause no. 20 under OPTIONAL TERMS & CONDITIONS OF CONTRACT.

26) PAYMENT THROUGH RTGS/NEFT:

All payments to the vendors will be released through RTGS/EFT only. Vendors are requested to submit the requisite details as per format given in Bidding Documents.

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

27) TERMINATION:

Termination shall be guided as per clause no. 24 under OPTIONAL TERMS & CONDITIONS OF CONTRACT in GCC of DVC.

28) WORK PROGRAM shall be guided as per clause no. 21 under OPTIONAL TERMS & CONDITIONS OF CONTRACT in GCC of DVC.

29) TRANSFER OF OWNERSHIP shall be guided as per clause no. 22 under OPTIONAL TERMS & CONDITIONS OF CONTRACT in GCC of DVC.

30) CONFIDENTIAL INFORMATION shall be guided as per clause no. 22 under OPTIONAL TERMS & CONDITIONS OF CONTRACT in GCC of DVC.

31) 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."

32) DEBARMENT POLICY: shall be guided as per clause no. 27 (a) under OPTIONAL TERMS & CONDITIONS OF CONTRACT.

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33) CONTRACTOR'S PERFORMANCE EVALUATION: shall be guided as per clause no. 27 (b) under OPTIONAL TERMS & CONDITIONS OF CONTRACT.

34) The names and designation along with e-mail address of following officers specially assigned by TIA, C & M for receiving (i) online pre-bid queries, (ii) future correspondence as below: -

a) In case of any difficulties faced regarding **scope of Supply/work** by the tenderer in submitting the tender within specified date and time, following officer may be contacted:-

1. **Sri Partha Sarathi Hazra, Sr. Manager (Commn.), SPE Communication wing, 9th Floor, DVC Tower,Kolkata-700054. (e-mail:partha.hazra@dvc.gov.in), Mobile No. 7003978503**

b) In case of any difficulties faced **regarding NIT terms & conditions** by the tenderer in submitting the tender within specified date and time, following two officers may be contacted:-

ii) **Shri Kousik Baral, Sr. Manager (M), C&M deptt, DVC Towers, Kolkata-54. Mobile No. 8637361030; E-mail id: kousik.baral@dvc.gov.in;**

iii) **Shri Ritesh Mandal, Dy. Manager (M), C&M deptt, 3rd Floor, DVC Towers, Kolkata-54. Mobile No. 07979944544; E-mail id :ritesh.mandal@dvc.gov.in;**

35) Address of Tender Inviting Authority(TIA):

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

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Vol-III: GENERAL CONDITIONS OF CONTRACT (GCC)

and

Policy for withholding and Banning of Business Dealings



DVC GCC.pdf

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Vol-IV: BID FORMS AND PROCEDURES (BFP)

NIT Description: Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) among CPSUs (Central Public Sector Undertakings).

TABLE OF

BID FORMS AND PROCEDURES (BFP)

Sl. No.	BID FORMS	REMARKS
1	Form of Letter of Bid	Applicable
2	Proforma for Affidavit to be submitted by the Bidder	Applicable
3	Proforma for Notarized Power of Attorney	Applicable
4	Proforma of Integrity Pact	Applicable
5	Bid Security - Bank Guarantee form	As per GeM's Format
6	Security Deposit-Cum-Performance Bank Guarantee Form for Bidder	As per GeM's Format
7	Security Deposit-Cum-Performance Bank Guarantee Form in case of Associate / Collaborator/ Promoter Company (IES)	Not Applicable
8	Form Of Extension of Bank Guarantee	As per GeM's Format
9	Bank Guarantee Verification check List & Instruction for furnishing Bank Guarantee	Applicable
10	List of Commercial Banks as per RBI	Applicable
11	Proforma for No Relation Certificate	Not Applicable
12	Information regarding details of banker & other particulars for making payment through RTGS/NEFT/CBS	Applicable
13	Declaration regarding Acceptance of All Terms and Conditions (ATC)	Applicable
14	Proforma of certificate for compliance of GOI's orders	Applicable
15	Declaration [whether the bidder is presently debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make in India)].	Applicable
16	Declaration regarding Local content in Ex-works price included in bid price	Applicable
17	Form for Acceptance of On Line Reverse e-Auction	Applicable
18	Format of Contract Agreement	Applicable
19	Form of deed of joint undertaking (in case of Collaborator / Associates/'Promoter company (IES) of JVC')	Not Applicable
20	(Proforma of Certificate From the CEO/CFO of the BIDDER /CONSORTIUM PARTNER)	Applicable
21	Checklist	Applicable

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FORM NO 1.

LETTER OF BID

(to be printed on the letter head of bidder)

Bid Proposal No:

Date:

(Bidder may use his own no.)

To

The

(Designation & Full Address of TIA)

Sub:

Ref:

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.

Yours faithfully,

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

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

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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).

A F F I D A V I T

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

1. I/We am/are submitting Tender 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.

Signature of the Tenderer

Dated:

Signature and Seal of Notary

NIT Description: Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) among CPSUs (Central Public Sector Undertakings).

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

NIT Description: Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) among CPSUs (Central Public Sector Undertakings).

POWER OF ATTORNEY [NOT APPLICABLE]

(IN CASE OF JOINT VENTURE)

Know all men by these presents that we....., all carrying on business at present in Joint Venture under the name and style of having its office at....., do hereby nominate, constitute and appoint Shri.....S/O.....by Caste..... by Occupation.....at present residing at.....as the Constituted Attorney for and on behalf of our said Joint Venture firm to do inter alia the following acts, deeds and things:-

Whereas, the members of the Joint Venture.....(herein after name of JV) having its office at... ..are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Bid Document and other connected documents in respect of.....the Project, and

Whereas, it is necessary for the members of the Joint Venture to designate someone with all necessary power and authority to do for and on behalf of the Joint Venture all acts, deeds and things as may be necessary in connection with the Joint Venture's bid for the Project or in the alternative to appoint someone, who would have all necessary power and authority to do all acts, deeds and things on behalf of the Joint Venture, as may be necessary in connection with Joint Venture's Bid for the Project.

Whereas DVC has invited Bid for the Work (Tender) OF..... against Tender Notice No.....

1) To do on behalf of the Joint Venture, all or any of the acts, deeds or things necessary or incidental to the Joint Venture's Bid for the Projects, including signing and submission of Bid participating in conferences, responding to queries, submission of information/documents and generally to represent the Joint Venture in all its dealing with DVC, , any other Government Agency or any person, in connection with the Project until completion of the process of bidding and thereafter till the agreement is entered into with DVC,

And we the undersigned do hereby and at all times hereinafter shall ratify and confirm all and whatsoever other act or acts our said Attorney shall lawfully and bonafide do or acts to be done by virtue of these presents.

In witness where of we have here unto set and subscribe our respective hands and seal this Day of 202...

Witness:

1. -----

Name:
Signed for and behalf of

2. -----

Name:
Signed for and behalf of

NIT Description: Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) among CPSUs (Central Public Sector Undertakings).

Signature of Power of Attorney Holder is attested hereby

Signature of Power of Attorney Holder

Signature of person signing this Power
of Attorney for Joint Venture above

NIT Description: Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) among CPSUs (Central Public Sector Undertakings).

PROFORMA FOR POWER OF ATTORNEY [NOT APPLICABLE]

(To be submitted in case of Associates)

(ON NON JUDICIAL STAMP PAPER)

KNOW ALL MEN BY THESE PRESENTS that we M/s..... a company registered under the..... having its registered office at and M/s.....a company registered under the..... having its registered office atall carrying on business at present in Associate, do hereby nominate, constitute and appoint Shri S/o

Shri by caste by occupation at present residing at as the Constituted Attorney for and on behalf of our said Associated firm to do inter alia the following acts, deeds and things :-

Whereas, the members of the Associate are interested in bidding and execution for the work of “.....(name of the work)” as per the NIT (mentioned below) and in accordance with the terms and conditions of the Bid Document and Whereas, it is necessary for the members of the Associate to designate someone with all necessary power and authority to do for and on behalf of the Associates all acts, deeds and things as may be necessary in connection with the Associate’s bid for the tender/contract or in the alternative to appoint someone, who would have all necessary power and authority to do all acts, deeds and things on behalf of the Associate, as may be necessary in connection with the Joint Associate’s bid for the tender/contract.

Whereas, the Chief Engineer (M), Damodar Valley Corporation, Contracts & Materials Department, 3rdFloor, DVC Towers, VIP Road, Kolkatta - 700054 has invited bid for the work of

_____ against Tender Notice / NIT No. _____.

To do on behalf of the Associate, all or any of the acts, deeds or things as may be necessary or incidental to the Associate’s Bid for the Project, including signing and submission of bid, participation in conferences, responding to queries, submission of information/documents and generally to represent the Associate in all its dealing with DVC, _____, any other Government Agency or any Person, in connection with the project until completion of the process of bidding and thereafter till agreement is entered into with DVC, _____.

And we the undersigned do hereby and at all times hereinafter shall ratify and confirm all and whatsoever other act or acts our said Attorney shall lawfully and bonafide do or act to be done by virtue of these presents.

In witness whereof we have set and subscribed our hand on this _____ day of _____

Witness : Signed, sealed and Delivered

Witness: _____

1. Signed for and Behalf of M/s....
..... Name:

Designation:
Common Seal

2. Signed for and Behalf of M/s....

NIT Description: Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) among CPSUs (Central Public Sector Undertakings).

..... Name:

Designation:

Common Seal

Signature of Power of Attorney Holder is attested hereby

NIT Description: Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) among CPSUs (Central Public Sector Undertakings).

**FORM NO. 4: INTEGRITY PACT
(ON PLAIN PAPER)**

Between

Damodar Valley Corporation (DVC), hereinafter referred to as “The Principal”

AND

..... hereinafter referred to as “The Bidder/ Contractor”

Preamble:

The Principal intends to award, under laid down organizational procedures, contract(s) for The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its bidder(s) and/or contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

SECTION-1: COMMITMENTS OF THE PRINCIPAL

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in the tender process or contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

SECTION-2: COMMITMENTS OF THE BIDDER(S)/CONTRACTOR(S)

1. The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

a. The Bidder(s)/Contractor(s) will not, directly or through any other person of firm, offer, promise or give to any of Principal’s employees involved in the tender process or the execution of the contract, or to any third person any material or other benefit, which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

NIT Description: Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) among CPSUs (Central Public Sector Undertakings).

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or, understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/Representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, details as mentioned in the "Guidelines on the Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/ Contractor(s). Further, as mentioned in the Guidelines all the payment made to the Indian agent/representative shall be in Indian Rupees only. Copy of the "Guidelines on the Indian Agents of Foreign Suppliers" is attached.

e. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. The Bidder(s)/ Contractor(s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

SECTION-3: DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section-2 above, or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify such Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed and to take action as per the procedure of "Banning of business dealings" of the Principal.

SECTION-4: COMPENSATION FOR DAMAGES

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security deposit cum Performance Bank Guarantee, and if the amount of damage exceeds the amount of Security Deposit cum Performance Bank Guarantee, then the Principal shall be entitled to recover the balance amount of damage from the Contractor either in cash or from the amount payable and due from such Contractor in other contracts being executed by him with DVC.

SECTION-5: PREVIOUS TRANSGRESSION

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

NIT Description: Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) among CPSUs (Central Public Sector Undertakings).

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure of "Banning of business dealings" of the Principal.

SECTION 6: EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS/SUB-CONTRACTORS

1. In case of Subcontracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the subcontractor.

2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

3. The Principal will disqualify from the tendering process all bidders who do not sign this Pact or violate its provisions.

SECTION-7: CRIMINAL CHARGES AGAINST VIOLATING BIDDER(S) / CONTRACTOR(S) / SUBCONTRACTOR(S)

If the Principal obtains knowledge of conduct of a Bidder/Contractor, or Subcontractor, or of an employee or a representative or an associate of the Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

SECTION-8: INDEPENDENT EXTERNAL MONITOR

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval of Central vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Chairman, DVC.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, DVC and recuse himself / herself from that case.

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

NIT Description: Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) among CPSUs (Central Public Sector Undertakings).

(7) The Monitor will submit a written report to the Chairman, DVC within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to the Chairman DVC, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman DVC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

(10) DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM) APPOINTED BY DVC.

Sl. No.	Name	Address	e-mail
1.	Shri Bam Bahadur Singh, Ex- CMD, MSTC	Flat No. 1802, Uniworld City, Newtown, Rajarhat, Kolkata, West Bengal, Pin- 700160	bbsinghbeml@gmail.com
2.	Dr. Atanu Purkayastha, IAS (Retd.)	D II/113, Kaka Nagar, Dr. Zakir Hussain Road, New Delhi, Pin-110003	dratanu2011@gmail.com

SECTION- 9: PACT DURATION

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation on the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman of DVC.

SECTION-10: OTHER PROVISIONS

1. This agreement is subject to Indian law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Kolkata.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the contractor is a partnership or consortium, this agreement must be signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

5. Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

6. In the event of any contradiction between the Integrity Pact and its annexure, the clause in the Integrity Pact will prevail.

(For & on behalf of DVC)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

NIT Description: Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) among CPSUs (Central Public Sector Undertakings).

Witness 1:

Witness 1:

(Name & Address)

(Name & Address)

Witness 2:

Witness 2:

(Name & Address)

(Name & Address)

NIT Description: Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) among CPSUs (Central Public Sector Undertakings).

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender of DVC.

1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public / original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission / remuneration / salary/ retainer ship being paid by the principal to the agent before the placement of order by DVC.

1.2 Wherever the Indian representative have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY.

2.1 Tenderers of Foreign nationality shall furnish the following details in their offer.

2.1.1 The name and address of the agents/representatives of India, if any and the extent of authorization and authority given to commit the Principals, in case the agent/ representative be a foreign company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.

2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/ representatives in India.

2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by DVC in Indian Rupees only.

2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/ representatives.

2.2.2 The amount of commission / remuneration included in the price (s) quoted by the Tenderer for himself.

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/ remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by DVC in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.

2.3 In either case, in the event of contract materializing, the term of payment will provide for payment of the commission / remuneration, if any payable to the agents/ representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligation under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraph- 2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by DVC. Besides this there would be a penalty of banning business dealing with DVC or damage or payment of a named sum.

NIT Description: Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) among CPSUs (Central Public Sector Undertakings).

FORM NO 5. PROFORMA OF BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT

(on non-judicial stamp paper of appropriate value to be purchased in the name of executing bank)

As per GeM's Format

NIT Description: Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) among CPSUs (Central Public Sector Undertakings).

FORM NO 6. PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE

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

As per GeM's Format

NIT Description: Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) among CPSUs (Central Public Sector Undertakings).

FORM NO 7. FORM OF BANK GUARANTEE BY ** ASSOCIATE / COLLABORATOR/ PROMOTER COMPANY (IES) [NOT APPLICABLE]

(to be stamped in accordance with stamp act, if any, of the country of the issuing bank)

Bank Guarantee No.

Date.

In consideration of DVC (hereinafter referred to as "Employer" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators

and assigns) having awarded to with its Registered Head Office at (herein- after referred to as or "Contractor") a Contract for

.....(Name of the Project) vide Contract No

..... dated..... and the same having been

unequivocally accepted by the Contractor resulting in a "Contract", which award is on the strength of

** "Deed of Joint Undertaking" dated.....(hereinafter referred to as "Undertaking") given by M/s

..... [****Associate/Collaborator/ 'Promoter Company (ies)'**] having its registered office(s) at

.....{hereinafter called Or

[****Associate/Collaborator / 'Promoter Company (ies)'**], having agreed to provide a Performance

Guarantee amounting to..... to the Employer on the terms and conditions specified in the "Undertaking".

WeBank, having its Head Office (herein after referred to as the "Bank", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay to the Employer on demand any and all monies to the extent of(Specify currency and amount in words and figures) only as aforesaid at any time upto.....@

.....without any demur, reservation, context, recourse or protest and/or without any references to " ** Associate /Collaborator / 'Promoter Company(ies)' " or "Contractor". Any such demand made by the Employer on the Bank shall be conclusive and binding, notwithstanding any difference between the Employer and Contractor and/or between the Employer and ** Associate /Collaborator / 'Promoter Company(ies)' or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantee herein contained shall be enforceable till six months after expiry of its validity.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the ** Associate/Collaborator / 'Promoter Company(ies)' and to exercise the same at any time, in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract or Undertaking or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under this presents by any exercise of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank from its obligations.

The Bank also agrees that the Employer at is option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against Contractor or ** Associate/Collaborator / 'Promoter Company(ies)' and notwithstanding any security or other guarantee

NIT Description: Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) among CPSUs (Central Public Sector Undertakings).
that the Employer may have in relation to Contractor's or ** Associate /Collaborator / 'Promoter Company(ies)'liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted toand, it shall remain in force upto and including @ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s** Associate/Collaborator / 'Promoter Company(ies)'}on whose behalf this guarantee has been given. Date this.....day of20at.

WITNESS :

(Signature)

(Signature)

(Name)

(Name & Designation).

(Official Address)

(Bank's Seal)

Authorised vide Power of Attorney No

Date.

** Delete whichever is not applicable as per the respective clause of QR of IFB

@ The date will be six months after the end of the defect liability period as specified in Contract.

NOTE: The stamp papers of appropriate value shall be purchased in the name of the Guarantee issuing Bank

NIT Description: Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) among CPSUs (Central Public Sector Undertakings).

FORM NO 8. FORM OF EXTENSION OF BANK GUARANTEE

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

Ref. No. :
Date.....

To
Damodar Valley Corporation,

Sub : Extension of Bank Guarantee No. Dated
for Rs. favouring yourselves, expiring on..... on account of M/s.
..... in respect of P.O. No.
.....Dated

(Hereinafter called original Bank Guarantee)

Dear Sirs,

At the request of M/s..... We..... Bank Branch Office at
.....and having its head office at..... do hereby extend the validity
of the above mentioned Bank Guarantee No..... datedby another months/years
and will now expire on

Except as provided above, all other terms and conditions of the original Bank Guarantee
No..... Dated.....shall remain unaltered and binding.

Please treat this as an integral part of the original guarantee to which it would be attached.

Yours faithfully,

For.....

Manager / Agent / Accountant

Dated.....

SEAL OF BANK

Note : * Please mention the full address of project/office where the Bank Guarantee is to be submitted.

NIT Description: Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) among CPSUs (Central Public Sector Undertakings).

FORM NO. 9: BANK GUARANTEE VERIFICATION CHECKLIST& INSTRUCTION FOR FURNISHING BANK GUARANTEE

(A) BANK GUARANTEE VERIFICATION CHECKLIST:

SL. NO.	CHECKLIST	YES	NO
1.	Does the bank guarantee compare verbatim with standard DVC Proforma for BG?		
2.(a)	Has the executing Officer of BG indicated his name designation & power of Attorney No./signing power number etc. on BG?		
2.(b)	Is each page of BG duly signed/initiated by the executant, and last page is signed with full particulars as required in the DVC 's standard proforma of BG and under the seal of the Bank?		
2.(c)	Is BG no. and date mentioned on all pages of the BG?		
2.(d)	Does the last page of the BG carry the signatures of two witnesses alongside the signature of the executing Bank Manager?		
3.(a)	Is the BG on non-judicial stamp paper of appropriate value?		
3.(b)	Is the date of sale of non-judicial stamp paper is issued not more than six months prior to the date of execution of BG?		
4.(a)	Are the factual details such as Bid Specification No./NIT No./ LOA No., contract price, etc. correct. ?		
4.(b)	Whether overwriting/cutting if any on the BG authenticated under signature & seal of executants?		
5.	Is the amount and validity of BG in line with contract provisions?		
6.	Is the foreign bank guarantee, confirmed by a Nationalized/ Scheduled bank in India (as applicable)?		
7.	Whether the BG has been issued by a Nationalized Bank/Non-Nationalized Bank acceptable to DVC/Scheduled Bank in India (the applicability of the bank should be in line with the provisions of bidding documents?(On non-judicial stamp paper of appropriate value to be purchased in the name of the Bank).		
8.	Whether The Bank Guarantee has been issued on the SFMS (Structured Financial Messaging System) mode by Issuing Bank.		

NIT Description: Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) among CPSUs (Central Public Sector Undertakings).

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE

1. Bank Guarantee (B.G.) for Advance Payment, Mobilization Advance, B.G. for Security Deposit-cum-Performance Guarantee, Earnest Money should be executed on the Non Judicial Stamp Paper of the applicable value **and to be purchased in the name of the Bank.**

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

Details of Advising bank of DVC is as follows:

Sl. No.	Project	Bank Name	Branch Name	Account No.	IFSC Code
i)	Head Quarter, Kolkata	PUNJAB NATIONAL BANK	New Manicktala, Kolkata	82250010682	PUNB0008220
ii)	Bokaro Thermal Power Station (BTPS)	BANK OF INDIA	Bokaro Thermal Power Station	479720110000005	BKID0004797
iii)	Durgapur Steel Thermal Power Station (DSTPS)	BANK OF INDIA	Andal	430630110000018	BKID0004306
iv)	Raghunathpur Thermal Power Station (RTPS)	CANARA BANK	Raghunathpur Thermal Power Station	3402201000028	CNRB0006777
v)	Chandrapura Thermal Power Station (CTPS)	CANARA BANK	Chandrapura	3512201000013	CNRB0003512
vi)	Mejia Thermal Power Station (MTPS)	STATE BANK OF INDIA	Mejia Thermal Power Station	10480362106	SBIN0006608
vii)	Maithon	BANK OF INDIA	Maithan	477721110000001	BKID0004777
viii)	Panchet	BANK OF INDIA	Panchet	471320100000036	BKID0004713
ix)	Koderma Thermal Power Station (KTPS)	BANK OF INDIA	Banjhedih	498930110000072	BKID0004989

2. The Executor (Bank authorities) may mention the Power of Attorney No. and date of execution in his/her favour with authorization to sign the documents. The Power of Attorney is to be witnessed by two persons mentioning their full name and address.

3. The B.G. should be executed by a Nationalized Bank/Scheduled Commercial Bank. B.G. from Co-operative Bank/Rural Banks are not acceptable.

4. A Confirmation Letter/e-mail confirmation of the concerned Bank must be furnished as a proof of genuineness of the Guarantee issued by them.

5. Any B.G. if executed on Non-Judicial Stamp paper after 6 (six) months of the purchase of such stamp paper shall be treated as Non-valid.

6. Each page of the B.G. must bear signature and seal of the Bank and B.G. Number.

7. The contents of the B.G. shall be strictly as Proforma prescribed by D.V.C. in line with Purchase Order/LOI/Work Order etc. and must contain all factual details.

8. Any correction, deletion etc. in the B.G. should be authenticated by the Bank Officials signing the B.G.

9. In case of extension of a Contract, the validity of the B.G. must be extended accordingly.

NIT Description: Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) among CPSUs (Central Public Sector Undertakings).

10. B.G. must be furnished within the stipulated period as mentioned in Purchase Order/L.O.I./Work Order etc.

11. Issuing Bank/The Vender are requested to mention the Purchase Order/Contract/Work Order reference along with the B.G. No. for making any future queries to D.V.C.

12. Signing by witnesses in the Bank Guarantee / Performance Guarantee / Security is not mandatory.

NIT Description: Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) among CPSUs (Central Public Sector Undertakings).

FORM NO. 10:

LIST OF COMMERCIAL BANKS AS PER RBI (SOURCE RBI WEBSITE DT. 10.06.2023)

List of Scheduled Public Sector Banks	
Sr. No	Name of the Bank
.	
1.	State Bank of India
2.	Bank of Baroda (Including Vijaya Bank and Dena Bank)
3.	Bank of India
4.	Bank of Maharashtra
5.	Canara Bank (Including Syndicate Bank)
6.	Central Bank of India
7.	Indian Bank (Including Allahabad Bank)
8.	Indian Overseas Bank
9.	Punjab National Bank (including Oriental Bank of Commerce and United Bank of India)
10.	Punjab & Sind Bank
11.	Union Bank of India (including Andhra Bank and Corporation Bank)
12.	UCO Bank
List of Scheduled Private Sector Banks	
Sr. No	Name of the Bank
.	
1.	Axis Bank Ltd.
2.	Bandhan Bank Ltd.
3.	CSB Bank Ltd.
4.	City Union Bank Ltd.
5.	DCB Bank Ltd.
6.	Dhanlaxmi Bank Ltd.
7.	Federal Bank Ltd.
8.	HDFC Bank Ltd
9.	ICICI Bank Ltd.
10.	IndusInd Bank Ltd
11.	IDFC First Bank Ltd.
12.	Jammu & Kashmir Bank Ltd.
13.	Karnataka Bank Ltd.
14.	Karur Vysya Bank Ltd.
15.	Kotak Mahindra Bank Ltd
16.	Lakshmi Vilas Bank Ltd.
17.	Nainital Bank Ltd.
18.	RBL Bank Ltd.
19.	South Indian Bank Ltd.
20.	Tamilnad Mercantile Bank Ltd.
21.	YES Bank Ltd.
22.	IDBI Bank Ltd.
List of Scheduled Small Finance Banks	
Sr. No.	Name of the Bank
1.	Au Small Finance Bank Limited
2.	Capital Small Finance Bank Limited
3.	Equitas Small Finance Bank Limited
4.	Suryoday Small Finance Bank Limited

NIT Description: Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) among CPSUs (Central Public Sector Undertakings).

5.	Ujjivan Small Finance Bank Limited
6.	Utkarsh Small Finance Bank Limited
7.	ESAF Small Finance Bank Limited
8.	Fincare Small Finance Bank Limited
9.	Jana Small Finance Bank Limited
10.	North East Small Finance Bank Limited
11.	Shivalik Small Finance Bank
Limited List of Scheduled Payments Banks	
Sr. No	Name of the Bank
.	
1.	India Post Payments Bank Limited
2.	Fino Payments Bank Limited
3.	Paytm Payments Bank Limited
List of Scheduled Foreign Banks in India	
Sr. No	Name of the Bank
.	
1.	Australia and New Zealand Banking Group Ltd.
2.	Westpac Banking Corporation
3.	Bank of Bahrain & Kuwait BSC
4.	AB Bank Ltd.
5.	Sonali Bank Ltd.
6.	Bank of Nova Scotia
7.	Industrial & Commercial Bank of China Ltd.
8.	BNP Paribas
9.	Credit Agricole Corporate & Investment Bank
10.	Societe Generale
11.	Deutsche Bank
12.	HSBC Ltd
13.	PT Bank Maybank Indonesia TBK
14.	Mizuho Bank Ltd.
15.	Sumitomo Mitsui Banking Corporation
16.	MUFG Bank, Ltd.
17.	Cooperatieve Rabobank U.A.
18.	Doha Bank
19.	Qatar National Bank
20.	JSC VTB Bank
21.	Sberbank
22.	United Overseas Bank Ltd
23.	FirstRand Bank Ltd
24.	Shinhan Bank
25.	Woori Bank
26.	KEB Hana Bank
27.	Industrial Bank of Korea
28.	Kookmin Bank
29.	Bank of Ceylon
30.	Credit Suisse A.G
31.	CTBC Bank Co., Ltd.
32.	Krung Thai Bank Public Co. Ltd.
33.	Abu Dhabi Commercial Bank Ltd.
34.	Mashreq Bank PSC
35.	First Abu Dhabi Bank PJSC

NIT Description: Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) among CPSUs (Central Public Sector Undertakings).

36.	Emirates Bank NBD
37.	Barclays Bank Plc.
38.	Standard Chartered Bank
39.	NatWest Markets Plc
40.	American Express Banking Corporation
41.	Bank of America
42.	Citibank N.A.

NIT Description: Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) among CPSUs (Central Public Sector Undertakings).

FORM NO. 11:

NO RELATION CERTIFICATE

(Not Applicable)

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

NIT Description: Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) among CPSUs (Central Public Sector Undertakings).

FORM NO. 12

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)

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)

NIT Description: Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) among CPSUs (Central Public Sector Undertakings).

FORM NO. 13

**Declaration regarding Acceptance of All Terms and Conditions (ATC)
(To be submitted during uploading of techno-commercial bid in Company Letter Head)**

Ref. No.

Dated:

To

The

(Designation & Full Address of TIA)

SUBJECT: Acceptance of All Terms and Conditions

Tender Reference No:

GeM Bid Number:

Dear Sir,

We -----, hereby declare that our offering services in above mentioned Bid is as per your requirement. We also accept all additional terms & conditions of the above referred GeM Bid vide Number:

Bidder's Name:

Address:

Date :

Place:

(Signature).....

(Designation).....

(Printed Name).....

(Common Seal).....

NIT Description: Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) among CPSUs (Central Public Sector Undertakings).

FORM NO. 14

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)

NIT Description: Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) among CPSUs (Central Public Sector Undertakings).

FORM NO. 15

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).....

NIT Description: Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) among CPSUs (Central Public Sector Undertakings).

FORM NO. 16

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

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 /Class-II 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/Class-II 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).....

NIT Description: Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) among CPSUs (Central Public Sector Undertakings).

FORM NO. 17

Form for Acceptance of On Line Reverse e-Auction

(To be submitted on Bidder's Letter Head)

We, _____(Supplier Name) having registered office at, _____(address) agree to have understood the On Line Reverse e-Auction Process in GeM and the Business Rules and instructions for Reverse e-Auction given in the NIT documents. We agree to participate in the On Line Reverse e-Auction and abide by the rules.

Name & Designation:

e-mail ID :

Contact Phone Nos:

Address :

(Signature & Seal)

Place:

Date:

NIT Description: Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) among CPSUs (Central Public Sector Undertakings).

FORM NO. 18

FORMAT OF CONTRACT AGREEMENT

**DAMODAR VALLEY CORPORATION
AGREEMENT FOR CONTRACT**

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

WHEREAS the aforesaid Party of the First Part invited tenders for the work of (Name of the work).

WHEREAS the tender of the Party of the Second Part was accepted and the work was awarded to the Party of the Second Part by letter no.....

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

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

- I. The Agreement is a contract for service, consisting of Clauses 1 to 21, inclusive of Annexure hereto and NIT/LOA/LOI/Work Order/DVC's GCC/DVC's T1/T3 Forms shall form an inseparable part of this Agreement.
- II. In consideration of the payments to be made by the Party of the First Part to the Party of the Second Part, the Party of the Second Part hereby covenants to carry out the work of(Name of the work). The Party of the First Part hereby covenants to pay to the Party of the Second Part in consideration of the aforesaid work, as provided in the Agreement.

1. Contract Documents:

1.1 Contract Documents: The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract:

- (a) This Contract Agreement
- (b) All correspondence between the Employer & the Contractor in between issuance of Letter of Award & Signing of Contract Agreement
- (c) Letter of Award
- (d) Pre-bid replies (if any) & Amendment/Corrigendum/etc of NIT (if any).
- (e) NIT including Tender documents
- (f) The Bid and Price Schedules submitted by the Contractor

1.2 **Order of Precedence:** In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

2.0 DEFINATIONS:-

- i. "Commencement date" shall mean the date on which this Agreement shall come into force.
- ii. "Payment" shall mean the amount payable as specified in Clause 11.
- iii. "Premises" shall mean the premises described in Schedule I .
- iv. "Notice" shall mean Notice complied with the terms of Clause 17.
- v. "Services" shall mean the detailed scope of work as described in Schedule II .

NIT Description: Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) among CPSUs (Central Public Sector Undertakings).

vi. "Terms & Conditions" shall mean the terms and conditions which is in the subject tender of DVC and the terms and conditions mentioned herein after and is binding on the parties."

3) OBLIGATIONS OF THE PARTY OF THE SECOND PART

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

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

(i) The Party of the Second Part has to obtain licenses/permits etc as applicable as mentioned above within a time period of fourteen days of signing this Agreement, failing which this Agreement shall stand unilaterally terminated.

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

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

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

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

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

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

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

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

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

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

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

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

NIT Description: Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) among CPSUs (Central Public Sector Undertakings).

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

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

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

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

4. DEPLOYMENT OF EMPLOYEES BY THE PARTY OF THE SECOND PART

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

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

c) The Party of the Second Part shall conduct the work in the manner prescribed by the Party of the First Part and in the event of any deviation there from, the Party of the Second Part shall be responsible to make good the same within (need based to be incorporated) from being intimated by the Party of the First Part. The Party of the

d) Second Part shall supervise and control the manner and mode of working and also the working of the workmen as and when deployed and there shall not be any supervision and control by the Party of the First Part over the employees/workmen employed by the Party of the Second Part.

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

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

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

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

NIT Description: Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) among CPSUs (Central Public Sector Undertakings).

- h) The Party of the Second part as and when employed workman shall make the Payment of wages and other conditions of employment in respect of workmen employed and deployed by the Party of the Second Part in conformity with statutory requirements and the Party of the First Part shall be fully protected in all respect in this regard.
- i) The Party of the Second part as and when employed workman shall send half- yearly returns to the Licensing Officer not later than thirty days from the closing of the Half Year.
- j) The Party of the Second part as and when employed workman shall be solely and wholly responsible for the safety & security of the employees employed by the Party of the Second Part. The Party of the Second Part shall also make adequate provision of insurance for the said employees at their own cost to cover them against the risk of accident and /or death in harness. In the event of any accident and/or death in harness, the Party of the Second Part shall pay proper compensation to the employees as per The Workmen's Compensation Act, 1923. The Party of the First Part will have no responsibility whatsoever, and will be kept fully indemnified and harmless.
- k) The Party of the Second Part shall also be responsible for the property of the Party of the First part and in case of any damage whatsoever, shall immediately repair/replace the damaged property at their own cost and arrangement failing which Party of the First Part shall have right to recover the cost from the Party of the Second Part.
- l) The Party of the Second part as and when employed workman in case of any act of indiscipline on the part of workmen/employees engaged by the Party of the Second Part, the Party of the Second Part shall take suitable action against the delinquent employees with proper intimation to the appropriate authority of the Party of the First Part.
- m) The workmen/employees of the Party of the Second Part as and when employed by the Party of the Second Part including himself shall have no right and/or any right to access whatsoever to claim as an employment with the company of the Party of the First Part.
- n) In case the workmen/employees engaged by the Party of the Second Part have any grievance they shall take it up with the Party of the Second Part without causing any disturbance in the premises of the Party of the First Part in any manner. Under no circumstances, shall the workmen engaged by the Party of the Second Part initiate or take part in any agitation or demonstration against the Party of the First Part.
- o) If the process forming part of this Agreement is abolished by any provision of law or under Sec. 10 of the Contract Labour (R&A) Act, 1970 the workmen/employees of the Party of the Second Part shall not become the employees of the Principal Employer i.e. Party of the first Part.
- p) During the terms of this Agreement the Party of the Second Part shall be an independent employer and not in any manner has any employer - employee relationship with the Party of the First Part and that of Principal to Principal.

5. OBLIGATIONS OF THE PARTY OF THE FIRST PART

- The Party of the First Part shall permit the duly authorized workmen of the Party of the Second Part at all convenient times to enter into and upon the premises only on presentation of the approved gate passes as mentioned below, for the purpose of carrying out their work.
- The Party of the First Part shall make to the Party of the Second Part all payments, as per Clause 10, throughout the term of this Agreement or so long the Agreement subsists or the Party of the Second Part performs its obligation under this Agreement.

6. COMPLETION

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

NIT Description: Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) among CPSUs (Central Public Sector Undertakings).

7. LIQUIDED DAMAGES:

In terms of the General Terms of the Contract clause (as applicable)

8. DELEGATION (As Applicable)

9. INDEMNITY

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

10. BILLS : The Party of the First Part reserves the right to require the Party of the Second Part

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

11. PAYMENT

As per the relevant clauses of work order

12. DURATION OF THE AGREEMENT

- a) This Agreement shall be effective from the date of commencement of the work as per the Work Order.
- b) The Agreement shall be deemed to expire on completion of the work and on compliance of all the statutory obligations by the Party of the Second Part as provided in for in the agreement, unless extended by both the parties in writing.

13. TERMINATION

As Per the Clause of the General Conditions of the Contract

14. CONSEQUENCES OF TERMINATION

As Per the Clause of the General Conditions of the Contract

15. FORCE MAJEURE

As Per the Clause of the General Conditions of the Contract

16. CONFIDENTIALITY

During the tenure of the Agreement and 7 years thereafter the Party of the Second Part undertake on their behalf and on the behalf of their subcontractors / employees / representatives / associates etc to maintain strict confidentiality and prevent disclosure thereof, of all the information and data exchanged / generated pertaining to the work under this Agreement for any purpose other than in accordance with the Agreement.

17. NOTICE

Any notice to be served by either party on the other shall be sent by Registered Post/email and shall be deemed to have been received by the addressee within 07 days of posting.

18. SETTLEMENT OF DISPUTES AND ARBITRATION

As Per the Clause of the General Conditions of the Contract

19. AMENDMENTS OF THE AGREEMENT

No amendment or modification of this Agreement shall be valid unless the same is made in writing by both parties or their authorized representative and specifically stating the same to be an amendment of this Agreement. The modifications / changes shall be effective from the date on which they are made / executed, unless otherwise agreed to.

20. MISCELLANEOUS

NIT Description: Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) among CPSUs (Central Public Sector Undertakings).

• The Party of the Second Part as and when required shall deploy as many in number -expert personnel and/or skilled / semi-skilled / unskilled workmen with adequate qualification and experience having appropriate level of acumen to carry out the job with entire satisfaction of the Party of the First Part.

b) No child labour shall be engaged by the contractor as per statutory rules of the Govt. of India.

c) The Party of the Second Part as and when employed their employees engaged in the job shall follow all safety rules at the time of execution of work. It shall be the responsibility of the contractor to supply all safety equipment necessary to their O&M personnel without any extra cost to DVC. All statutory rules & regulations shall have to be followed by the contractor during employment/ retrenchment of his workers/employees.

d) As the plant site is a protected area, necessary gate passes with photograph of every worker/employee of the Party of the Second Part shall be arranged by the Party of the Second Part with proper intimation to the Party of the First Part. The expenditure of issuing the gate passes to the workmen shall be borne by the Party of the Second Part. The gate passes shall be duly signed by the Party of the Second Part with official seal in addition to the signature of the holder (employee of the Party of the Second Part) and the authorised officer of the Party of the First Part.

e) In case of sub-letting of some part of the contract, the sub-contractor shall be engaged with prior approval of the Party of the First Part and at full risk of the Party of the Second Part.

f) The Party of the Second Part shall not pay less than the prescribed Central minimum wages to the workmen engaged by him under the Minimum Wages Act, 1948 and the Govt. Rules made there under and subject to revision from time to time. The monthly payment is to be made on the 7th day of the successive month.

The Party of the Second Part shall intimate the disbursement of payment to the authorized representative of Personnel Dept. of the Party of the First Part on 7th -10th day of the successive month.

g) Legal suits arising out of the Agreement, if any, are subject to the jurisdiction in the Court of the city of Kolkata {South24-Parganas, New Alipore Court(India)} and no other Court elsewhere.

h) The workers/employees engaged by the Party of the Second Part should not be under the influence or addiction of drug/liquor while on duty. It should be obligatory on the part of the Party of the Second Part to remove any such person from the job whose action or conduct in the opinion of management of the Party of the First Part is detrimental to its interest.

i) If the Party of the Second Part desires to execute a part of scope of maintenance contract which are very specialized in nature by engaging a specialized competent group they will have to obtain approval from the Party of the First Part, furnishing all credentials and requirement of the manpower strength before their engagement. However, the Party of the First Part reserves the right to discontinue the same at its discretion.

j) The Party of the Second Part shall fully cooperate with other contractors employed by the Party of the First Part for associated plant and subsidiary as well as other similar activities and shall carry out all reasonable directions of the designated Chief Engineer (O&M) of the Party of the First Part or his authorized representative as the case may be.

k) For contracts above Rs. 50 Lakh value, both the parties have to sign an Integrity Pact.

21. CHANGE OF ADDRESS

NIT Description: Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) among CPSUs (Central Public Sector Undertakings).

Each Party shall give notice to the other of any change or acquisition of any address or telephone number or FAX or similar number at the earliest possible opportunity but in any event within 48 hours of such change or acquisition.

IN WITNESS WHEREOF the parties hereto put their signatures on the date as written above.

SIGNED, SEALED AND DELIVERED

Party of the first Part
In the presence of:

- 1.
- 2.

Party of the Second Part
In the presence of:

- 1.
- 2.

NIT Description: Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) among CPSUs (Central Public Sector Undertakings).

FORM NO 19. FORM OF DEED OF JOINT UNDER TAKING [NOT APPLICABLE]

(IN CASE OF COLLABORATOR / ASSOCIATES/'PROMOTER COMPANY (IES) OF JVC') (ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

FORM OF DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER & ** 'ASSOCIATE' / 'COLLABORATOR' / 'PROMOTER COMPANY (IES) OF JVC' FOR SUCCESSFUL PERFORMANCE OF THE CONTRACT OF ".....(Name of Project)".

This DEED of UNDERTAKING executed this.....day ofTwo thousand by M/s..... a company registered under the..... having its registered office at (hereinafter called the JV Company/Bidder/Contractor, which expression shall include its successors, administrators, executors and permitted assigns)

And

M/s....., a company incorporated under.....having its Registered Office at (hereinafter called the **Associate/Collaborator** which expression shall include its successors, administrators, executors and permitted assigns)

Or,

M/s., M/s., M/s., M/s., etc. (as applicable) , company(s) registered under , , , etc. (as applicable) respectively, having registered office(s) at , , , etc. (as applicable) respectively, **the Promoter Company(ies) of JVC** [hereinafter called the "Promoter Company(ies) of JVC", which expression shall include its successors, administrators, executors and permitted assigns]

and in favour of

DAMODAR VALLEY CORPORATION , Established by the ACT XIV of 1948, having its Registered Office at DVC TOWERS, VIP ROAD, KOLKATA- 700054, INDIA (hereinafter called "**DVC**" or "**Employer**" which expression shall include its successors, administrators, executors and assigns).

WHEREAS, the Employer invited Bids vide NIT No. for(Name of the Project) as specified in the NIT. AND

WHEREAS, M/s , {As Associate/Collaborator} meets the stipulated requirements as per Clauseof NIT,

Or,

M/s., M/s., M/s., M/s., etc. [as Promoter Company(ies) of JVC as applicable], fully meets the stipulated requirements as per Clauseof NIT , And we, the Bidder & the ** Associate /Collaborator/ Promoter Company(ies) jointly executed this irrevocable Deed of Joint Undertaking for effecting this Association that we shall be held jointly and severally responsible and bound unto the Employer for **successful performance of the contract** of(Name of the Project), in the event the Bid is accepted by the Employer resulting in a Contract (hereinafter called the "**Contract**").

WHEREAS M/s (the Bidder/Contractor)is submitting its proposal No..... datedin response to the aforesaid Invitation for Bid for

NOW THEREFORE, THIS UNDERTAKING WITNESSETH AS UNDER:

1. That in consideration of the Award of the Contract by the Employer to the Contractor, we, the aforesaid ** Associate / Collaborator / Promoter Company(ies) of JVC and the Contractor, do

NIT Description: Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) among CPSUs (Central Public Sector Undertakings).

hereby declare and undertake that we shall be jointly and severally responsible to the Employer for the successful performance of the contract of

.....(Name of the Project).

2. In case of any breach of the Contract committed by the Contractor, we, the ** Associate / Collaborator/ Promoter Company(ies) of JVC, do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the contract of(Name of the Project). Further if the Employer sustains any loss or damage on account of any breach of the Contract, we, the ** Associate / Collaborator/ Promoter Company(ies) of JVC and Contractor, jointly and severally undertake to promptly indemnify, and pay such losses/damages caused to the Employer on its written demand without any demur, reservation, contest or protest in any manner whatsoever.

This is without prejudice to any rights of the Employer against the Contractor under the Contract and/or guarantees. It shall not be necessary or obligatory for the Employer to first proceed against the Contractor before proceeding against the ** Associate / Collaborator / Promoter Company(ies)of JVC, nor any extension of time or any relaxation given by the Employer to the Contractor would prejudice to any rights of the Employer under this Deed of Joint Undertaking to proceed against the ** Associate / Collaborator / Promoter Company(ies) of JVC.

3. Without prejudice to the generality of the undertaking in paragraph 1 above, the manner of achieving the objectives set forth in paragraph 1 above shall be as follows:
 - (a) the ** Associate / Collaborator / Promoter Company(ies)of JVC shall depute their technical experts from time to time to the Contractor's works/Employer's project site as required by Employer and agreed to by the Contractor and ** Associate / Collaborator / Promoter Company(ies) of JVC to facilitate the successful performance of the contract of(Name of the Project) and shall advise the Contractor suitable modifications of design and implement necessary corrective measures to discharge the obligations under the Contract.
 - (b) In the event the ** Associate / Collaborator / Promoter Company(ies) of JVC and Contractor fail to demonstrate successful performance of the contract of(Name of the Project), the ** Associate / Collaborator / Promoter Company(ies) of JVC and the Contractor shall promptly carry out all the measures at their own expense and shall promptly provide corrected designs to the Employer.
 - (c) Implementation of the corrected designs and all other necessary repairs, replacements, rectifications or modifications and payments of financial liabilities, penalties and fulfilment of all other obligations as provided under the Contract shall be the joint and several responsibilities of the Contractor and ** Associate/ Collaborator / Promoter Company(ies)of JVC.

4. We, the Contractor and ** Associate / Collaborator / Promoter Company(ies) of JVC do hereby undertake and confirm that the Undertaking shall be irrevocable and shall not be revoked till the expiry of defect liability period under the Contract and further stipulate that the Undertaking herein contained shall terminate after six months of satisfactory completion of such defect liability period. In case of delay in completion of defect liability period, the validity of this Deed of Joint Undertaking shall be extended by such period of delay. We further agree that this undertaking shall be without any prejudice to the various liabilities of the Contractor, including the Contract Performance Security as well as other obligations of the Contractor in terms of the Contract.

5. The Contractor and ** Associate/ Collaborator / Promoter Company(ies) of JVC will be fully responsible for the quality of works and timely delivery thereof to meet the work schedule under the Contract.

6. In case of Award, in addition to the Contract Performance Security furnished by the Contractor, the ** Associate / Collaborator / Promoter Company(ies) of JVC shall furnish "as Security" an on demand Performance Bank Guarantee in favour of the Employer in a form acceptable to Employer as per provisions of the Bidding Documents. The value of such Bank Guarantee shall be as stipulated in the Bidding documents and it shall be guarantee towards the faithful

NIT Description: Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) among CPSUs (Central Public Sector Undertakings).

performance/compliance of this Deed of Joint Undertaking in accordance with the terms and conditions specified herein. The Bank Guarantee shall be unconditional, irrevocable and valid for entire period of Contract, i.e. six months beyond the end of the Defect Liability period under the Contract. In case of delay in completion of the defect liability period, the validity of this Bank Guarantee shall be extended by the period of such delay. The Bank Guarantee amount shall be promptly paid to the Employer on demand without any demur, reservation, protest or contest.

7. Any dispute that may arise in connection with this Deed of Joint Undertaking shall be settled as per arbitration procedure/rules mentioned in the Contract Document. This Deed of Undertaking shall be construed and interpreted in accordance with the Laws of India and the Courts of Kolkata shall have exclusive jurisdiction.
8. We, the ** Associate / Collaborator / Promoter Company(ies) of JVC and the Contractor agree that this Undertaking shall be irrevocable and shall form an integral part of the Contract. We further agree that this Undertaking shall continue to be enforceable till the successful completion of Contract and till the Employer discharge it.
9. That this Deed shall be operative from the effective date of the Contract.

IN WITNESS WHEREOF, the Associate/Collaborator and the Contractor, through their authorized representatives, have executed these present and affixed common seals of their respective companies on the Day, Month and Year first mentioned above.

For M/s (Promoter Company (ies) of JVC)

Witness	Name
_____	_____
1. _____	Designation_____
(Signatures of the authorized representative)	
_____	Common Seal
(Official address)	

**** For M/s (Associate/ Collaborator)**

Witness	Name
_____	_____
2. _____	Designation_____
(Signatures of the authorized representative)	
_____	Common Seal
(Official address)	

Prime Bidder

Witness	Name
_____	_____
1. _____	Designation_____
(Signatures of the authorized representative)	
_____	Common Seal
(Official address)	

** Delete whichever is not applicable as per the respective clause of QR of NIT

NIT Description: Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) among CPSUs (Central Public Sector Undertakings).

FORM NO. 20: (PROFORMA OF CERTIFICATE FROM THE CEO/CFO OF THE BIDDER /CONSORTIUM PARTNER)

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).....

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FORM NO. 21

CHECKLIST

Sl. No.	Description	Enclosed (Yes/No)	Uploaded File Name & Reference Pages
**1	Hardcopy Documents in support of Bid Security & also uploaded the same online .		
**2	Hardcopy of Integrity Pact duly signed by authorized signatory in each page in present of one witness as per Proforma-4 annexed at Bid Forms & Procedures (BFP) of the Tender Document & also uploaded the same online.		
3	Letter of Bid as per PROFORMA-1		
4	Affidavit (For genuineness of the information furnished and authenticity of the documents produced for verification in support of bidder's eligibility) as per PROFORMA-2		
5	Notarized Power of Attorney as per PROFORMA-3		
6	NO Relation Certificate as per PROFORMA-11		
7	Bank Mandate Form duly signed by Bank as per PROFORMA-12		
8	Declaration regarding Acceptance of All Terms and Conditions (ATC) as per PROFORMA-13		
9	Certification for compliance of GOI's Orders as per PROFORMA-14		
10	Declaration [whether the bidder is presently debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make in India)] as per PROFORMA-15		
11	Declaration regarding Local content in Ex-works price included in bid price as per PROFORMA-16		
12	Form for Acceptance of On Line Reverse e-Auction as per PROFORMA-17		
13	Joint Deed of Undertaking in case of Joint Venture Company (JVC)/ Associates as per PROFORMA-19 [NOT APPLICABLE]		
14	Notarized Power of Attorney of Bidder in case of Joint Venture Company (JVC) / Associates as per PROFORMA-3 [NOT APPLICABLE]		
15	Documents in support of Qualifying requirements on Experience Criteria of preceding three Financial Years [FY 2020-21, 2021-22 & 2022-23] as per clause no. B(i) (1) in Vol-I of Buyer Added Bid Specific ATC.		
1	Documents in support of Qualifying requirements on Past Performance as per clause no. B(i) (2) in Vol-I of Buyer Added Bid Specific ATC.		
6	Audited Annual Accounts for preceding three Financial Years [FY 2020-21, 2021-22 & 2022-23]		

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17	The copy of relevant documents (i.e. Valid Manufacture Certificate & Valid Consent to operate) as per clause no. B(i) (3) in Vol-I of Buyer Added Bid Specific ATC.		
18	In case of Authorised Dealer, Documents submitted as per clause no. B(i) (4) in Vol-I of Buyer Added Bid Specific ATC.		
19	A certificate from a practicing Chartered Accountant that the bidder(s) does/do not fall under Companies/ Organization under National Company Law Tribunal (NCLT) or Companies/ Organization under Debt Recovery Tribunal (DRT) or Companies/ Organization, who have applied for Corporate Debt Restructuring (CDR) in last two financial years, shall not be considered for bid qualification. A certificate of practicing Chartered Accountant must be produced by the bidder(s) that the bidder(s) does/do not fall under the above criteria.		
20	Unutilized line of credit for fund based only in case of access to credit facilities on the date of NIT from their bankers.		
21	Organization Set up giving details of Manpower, Plants and Machineries.		
22	Copy of GST Registration Certificate.		
23	Copy of EPF and ESI Registration Certificate.		
24	Company Registration Certificate in case of Limited / Public Limited Company /Partnership deed in case of Partnership Company / Affidavit duly notarized in case of sole proprietorship Business.		
25.	PROFORMA OF CERTIFICATE FROM THE CEO/CFO OF THE BIDDER /CONSORTIUM PARTNER)		
25	Whether Unit price per MT included GST, Freight on FOR basis	Submitted.	

**** Hard Copy Documents** (Containing documents in support of Bid Security, and Integrity Pact) have to be submitted by the bidder and should be received by DVC at the address given in the Bid Document during office hours, on or before the last date & time of Bid Submission/Uploading period.

IMPORTANT NOTES:

- i) **Any Format/ Check list should not contain any Bid price content entry. In case any Bid price (basic price) component is exposed in Any Format/ Check list, then his Bid may be rejected outrightly by the Employer.**
- ii) **If the bidder wants to avail the Purchase preferences in GeM, the bidder must select the MII & MSE preferences at the requisite place in GeM Portal during the bid submission.**

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VOL.-V

Please find the following attached documents below:

A. Technical Specification, SOW & other documents

i) Technical Specification CCTV Final



01 Technical Specification_Revise

ii) SCOPE OF WORK



02 Scope of Work CCTV.pdf

iii) Annexure-I Location of Sites: DVC



03 Annexure-I.pdf

iv) TECHNICAL SPECIFICATION FOR CIVIL WORKS



04 TECHNICAL SPECIFICATION FOR

v) Training & Support Services along with “Technical Specifications for Maintenance after operational acceptance during maintenance period (i.e. Warranty & CAMC Period) ANNEXURE-M”



05 Training & Support Services.pd

vi) TERMS & CONDITIONS CCTV



06 TERMS & CONDITIONS_CCTV.

vii) SPECIAL CONDITIONS OF CONTRACT CCTV



07 SPECIAL CONDITIONS OF CC

viii) SERVICE LEVEL AGREEMENT - SLA



08 SERVICE LEVEL AGREEMENT - SLA.p

ix) INTEGRITY PACT

NIT Description: Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) among CPSUs (Central Public Sector Undertakings).



09 INTEGRITY
PACT.pdf

x) NON-DISCLOSURE AGREEMENT Format



10
NON-DISCLOSURE A

xi) Format Agreement



11
Agreement_Format.1

xii) Price Break Up Sheet



DVC CCTV
BOQ_Final.xlsx

Bidders need to submit the price break up excel sheet [Basic price & GST (applicable %)] as given format **only after RA.**

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

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VOL- VI : Terms & Conditions of Contract

i) PRICE BASIS:

- a) The Contract Price shall be FIRM & FIXED during the entire execution of the Contract.
- b) 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.
- c) 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.
- d) BID CURRENCIES: PRICES SHALL BE QUOTED IN INR only.
- e) The contractor shall be required to quote prices indicated in INR for each accounting unit inclusive of GST, Freight, Tax, Duties, Levies, loading, unloading etc. on FOR basis.

ii) TAXES, LEVIES AND DUTIES shall be as below:

- a) Bidders (except for direct import by DVC) shall quote the Prices [which is inclusive of Freight & 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.
- b) For direct import by DVC, Customs duty [including Social Welfare Surcharge, etc.] and GST as per Bill of Entry as applicable shall be to the account of the DVC, at actual.
- c) 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.

Note: Bidder will be asked to submit the price break up [Basic price, freight & GST (applicable %)] after conclusion of reverse auction. GST will be paid at actual as applicable.

iii) MODE OF SUPPLY & DELIVERY PERIOD:

The Contract is a divisible one; hence the CPSU shall supply the materials keeping parity with the progress of the erection / installation work. No supply shall be made by the CPSU prior to receipt of clear dispatch clearance issued by DVC.

The materials to be supplied on the final destination at site wise as covered in the 'Annexure', shall be designed, manufactured and tested as per the requirements specified. Final Destination shall mean the stores established by the CPSU at DVC project site.

Payment for the supplied materials will be made after satisfactory joint inspection with the Site Engineers as per payment clause no. 6.0 of SCC. CPSU should generate location wise invoice for payment of supplied materials & erection/installation works. Bill to address & ship to address should be mentioned as per clause no. 25.0 of SCC & clause no. 24.0 SCC respectively. Location wise Part payment will be allowed for this contract. Payment for erection/installation works will be made on the basis of Completion certificate as per BoQ issued by "Engineer-in-Charge" of respective site.

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The program shall be chalked out well in advance for installation, configuration & setting to services for "IP based CCTV Surveillance System" in consultation with Engineer-in-charge of respective site before taking up of jobs.

On completion of Installation as per firmed up schedule, the CPSU shall request respective location's Engineer-in-Charge for inspection and testing. The Engineer shall arrange for joint inspection of the installation for completeness and correctness of the work. The CPSU shall promptly rectify any defect pointed out during such inspection. The installation shall then be tested and commissioned in presence of DVC's team of representatives. All rectification, repair or adjustment work found necessary during inspection, testing, commissioning and trial run shall be carried out by the CPSU without any extra cost.

CONSIGNEE: As per Annexure-I -Location of Sites: DVC

Location of Sites: DVC Annexure- I Sl. No.	Station Name	Station Address	Latitude	Longitude	Contact Person
1.	BTPS	Bokaro Thermal Power Station, DVC, P.O: Bokaro Thermal, Dist: Bokaro, Pin: 829107, Jharkhand	23.78504	85.87835	Mr. Yogesh Milan Mobile: 7761972355 Email: yogesh.milan@dvc.gov.in
2.	CTPS	Chandrapura Thermal Power Station, DVC, P.O.-Chandrapura, Dist.-Bokaro, Pin-828403, Jharkhand	23.74174	86.12211	Mr. Mohan Kumar Jagnani, SE(C & I) Mobile: 9693935751/7645913204 Email: mohan.jagnani@dvc.gov.in
3.	MTPS	Mejia Thermal Power Station, P.O.- MTPS, Durlavpur, Dist.- Bankura, Pin-722183, West Bengal	23.464961	87.131724	Mr. Supriya Sarkar, DCE (C & I) Mobile: 9434745815 Email: supriya.sarkar@dvc.gov.in
4.	DSTPS	Durgapur Steel Thermal Power Station, Andal, Dist.-West Burdwan, G .T. Road, West bengal, Pin-713321	23.581118	87.204466	Mr. Gaurav Kumar Soni, SDE(C & I) Mobile: 9113364993 Email: gaurav.soni@dvc.gov.in
5.	Maithon	DVC, Maithon Dam, P.O.- Maithon Dam, Dist.-Dhanbad, Jharkhand, Pin-828207	23.777758	86.811703	Mrs. Tarun Kumar Mondal , DCE(Commn.) Mobile: 7001691104 Email: tarun.mondal@dvc.gov.in
6.	Panchet Hydel	Panchet Hydel Station, DVC, P.O: Panchet Dam, Dist: Dhanbad, Jharkhand, Pin: 828206	23.680522	86.747457	Mr. Manoj Kumar, SDE(Commn.) Mobile: 9430189157 Email: manoj.kumarcommn@dvc.gov.in

iv) TRANSIT INSURANCE:

As per SCC.

NIT Description: Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) among CPSUs (Central Public Sector Undertakings).

v) PAYMENT TERMS:

DVC will make payment to the CPSU as per the payment terms for supply and installation & commissioning as indicated below: -

6.1 Supply portion:

- a) 90% (Ninety percent) of the Ex-works price/ordered value of supply items with full taxes & duties as applicable shall be paid to bidder only after successful integration of operational phase (GO-LIVE) of at least 50% Camera (which includes Indoor & Outdoor location) at each project Central Server location (at least 50% Camera must be reported to Central Server Location)

Installation certificate for Go-Live operation of at least 50% Camera will be issued by the respective sites.

Please note that Security deposit cum performance Guarantee should have the validity covering the entire contract period and to be submitted within 30 days of issuance of W.O./LOA/LOI. Duration of e-PBG required (Months): 12 (Months) Completion period + 24 (Months) Warranty Period + 60 (Months) AMC Period + 2 months = 98 Months (Contract Period).

- b) Balance 10% (Ten percent) of the order value for supply shall be paid after successful installation, testing, commissioning & handing over of complete installations at each project which shall include reconciliation of materials, and submission of requisite copies of all finally approved and 'As Built' drawings, DRS, manuals and test certificates to the Chief Engineer-I(Commn.), DVC, Kolkata.

6.2 Installation, Testing & Commissioning Works Portion:

90% of contract price for "Installation, Testing & Commissioning Works" shall be paid against completion certificate of each location including initial advance, if any.

Remaining 10% shall be paid at each project after complete installation, testing, commissioning & handing over to the Site-in-charge, DVC.

6.3 Annual Maintenance (AMC) Charges:

Annual Maintenance charges shall be paid on yearly basis on submission of Invoice by the CPSU on successful completion previous year services along with Consignee certification of each project for every year during AMC period. The owners shall make payments promptly within thirty (30) days of submission of an invoice /claim by the CPSU complete in all respects and supported by the requisite documents and fulfilment of stipulated conditions, if any. Any deduction arises due to negligence of CPSU side, proportionate amount of deduction may carried out during payment from the CAMC charges. Xerox copies of EPF Challan & ESI challan is also to be submitted along with the yearly bill.

NIT Description: Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) among CPSUs (Central Public Sector Undertakings).

vi) SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE:

Within Fourteen (14) days from the date of issuance of Letter of Award (LOA)/ Work Order (WO)/Purchase Order (PO), the successful Bidder (s) shall furnish performance security for satisfactory execution of the order for an amount equivalent to **10%** of the Letter of Award (LOA)/ Work Order (WO)/Purchase Order value in the form of Insurance Surety Bonds, account payee demand draft, fixed deposit receipt from a commercial bank, bank guarantee issued/ confirmed from any of the commercial bank in India or online payment in an acceptable form, safeguarding DVC's interest in all respects.

In case of Performance Security in form of Bank Guarantee, the bidder may furnish an Unconditional Bank Guarantee as per GeM format from any Nationalised / Scheduled Bank and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period (DLP)/ warranty period, as applicable. Therefore, the BG should remain valid for a period of 98 (Ninety-Eight) Months from the date of the placement of contract.

Duration of e-PBG required (Months): 12 (Months)- Completion period + 24 (Months) - Warranty Period + 60 (Months) - AMC Period + 2 months = 98 Months (Contract Period)

The Bank Guarantee/ BG Extension shall be issued on the SFMS (Structured Financial Messaging System) mode by Issuing Bank to the advising banks (Details of advising banks including IFSC Code is given below):

For Head Quarter, Kolkata-

Bank Name: PUNJAB NATIONAL BANK,

Branch Name: Manicktala, Kolkata - 7000054,

Account No.: "0082250010682"

IFSC Code: PUNB0008220 ('0' Stands for zero).

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

However, in case of delay in completion, the validity & claim of this Bank Guarantee shall be extended by the period of such delay. During extension of the SDBG, the bidder may extend the original Bank Guarantee or may furnish new SDBG without considering the projects which have been completed and Guarantee/Warranty period along with claim period is also over.

Other terms & condition SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE as notwithstanding in tender document shall be as per DVC's GENERAL CONDITIONS OF CONTRACT (GCC) and Policy for withholding and Banning of Business Dealings of this Bidding Documents.

No payment, whatsoever will be made till the acceptance of SDBG as per the terms of the Contract.

NIT Description: Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) among CPSUs (Central Public Sector Undertakings).

vii) **AGREEMENT CLAUSE:**

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

Within 07 days from the date of issue of LOA/PO/Work Order, DVC will send the agreement to the Supplier/Contractor/ Service Provider/Consultant for signature, incorporating all agreements between the parties for execution.

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

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

Contractor need sign NON Disclosure Agreement with DVC as per attached format.

viii) **CONTRACT PERIOD:**

The Contract shall remain valid for 08 (Eight) year from the date of issuance of contract.

Contract Period =12 (Months)- Completion period + 24 (Months) - Warranty Period + 60 (Months) - AMC Period = 96 Months

Completion Time: Time is the essence of this Contract. The work shall be executed strictly as per the time of completion indicated. The period of completion includes the time required for mobilisation as well as testing, rectifications, if any, retesting and completion in all respects up to the satisfaction of the Engineer-in-Charge. The entire work shall be completed within 12(Twelve) months = 365 Days from the date of issuance of work order.

ix) **L.D CLAUSE:**

As per General Terms & Conditions of GeM.

If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.

x) **RISK AND PURCHASE CLAUSE:**

As per the provision clause no. 20 of Vol-II: ITB under **Buyer Added Bid Specific ATC** of Bid Document.

xi) **INSPECTION/ TESTING:**

As per Special Conditions of contract (SCC).

NIT Description: Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) among CPSUs (Central Public Sector Undertakings).

xii) GUARANTEE / WARRANTY/DEFECT LIABILITY PERIOD:

As already mentioned in "Training, Warranty & Support Services" file.

The two year period commencing immediately after the operational acceptance is called the Warranty Period. In addition to the responsibilities covered the CPSU shall also be responsible for maintenance of the CCTV Surveillance System supplied under this Package. The specification for the maintenance of the system after Operational Acceptance is enclosed at Annexure-M.

CPSU's Maintenance Responsibility: The CPSU shall be responsible for carrying out maintenance of CCTV Surveillance System for a period of Five (05) years after warranty period for ensuring the successful operation of the system. The CPSU shall be responsible for achieving the system availability and the response time mentioned in technical specifications. The CPSU shall include the CAMC Charges in the appropriate column in BOQ for five (05) years after expiry of Warranty Period. During warranty period as well as AMC period the CPSU shall be responsible for carrying out the "Comprehensive Maintenance" of the CCTV Surveillance System

xiii) PENALTY CLAUSE: Not Applicable.

xiv) SUB-LETTING & ASSIGNMENT: No sub-letting is allowed for the subject procurement.

xv) CONSIGNEE/ ENGINEER-IN- CHARGE WITH ADDRESS: As per SCC.

xvi) PAYING AUTHORITY:

As per SCC. Respective paying authority of concern station/project site.

- i)* For MTPS Location: The Dy. General Manager (Finance), Mejia Thermal Power Station, P.O.- MTPS, Durlavpur, Dist.-Bankura, Pin-722183, West Bengal.
- ii)* For CTPS Location: The Sr. Manager (Finance), Chandrapura Thermal Power Station, DVC, P.O.-Chandrapura, Dist.-Bokaro, Pin-828403, Jharkhand.
- iii)* For BTPS Location: The Dy. General Manager (Finance), Bokaro Thermal Power Station, DVC, P.O: Bokaro Thermal, Dist: Bokaro, Pin: 829107, Jharkhand.
- iv)* For DSTPS Location: The Dy. General Manager (Finance), Durgapur Steel Thermal Power Station, Andal, Dist.-West Burdwan, G .T. Road, West bengal, Pin-713321.
- v)* For Maithon Location: The Dy. General Manager (Finance), DVC, Unified Accounts,P.O.- Maithon Dam, Dist.-Dhanbad, Jharkhand, Pin-828207
- vi)* For Panchet Location: The Sr. Manager (Finance), DVC, Unified Accounts, P.O: Panchet Dam, Dist: Dhanbad, Jharkhand, Pin: 828206

However an extra copy of invoice should be sent to the GM (Commn.)-I & In-charge (IT), HQ Communication, 9th Floor, Kolkata for monitoring purpose.

Please note that DVC West Bengal GSTIN & Jharkhand GSTIN are 19AABCD0541M1ZO & 20AABCD0541M1Z5 Respectively.

NIT Description: Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) among CPSUs (Central Public Sector Undertakings).

xvii) Bidders are requested to go through Bid document comprising following of documents before submission of offers in GeM Portal.

- e) **GeM's Bid Document.**
- f) **Buyer Added Bid Specific Terms and Conditions.**
- g) **Buyer Added Bid Specific ATC.**
 - v) **Vol-I: ELIGIBILITY FOR PARTICIPATION IN TENDER & QUALIFYING REQUIREMENT**
 - vi) **Vol-II: INSTRUCTIONS TO BIDDERS (ITB)**
 - vii) **Vol-III: GENERAL CONDITIONS OF CONTRACT (GCC) AND POLICY FOR WITHHOLDING AND BANNING OF BUSINESS DEALINGS of DVC AND**
 - viii) **Vol-IV: BID FORMS AND PROCEDURES (BFP)**
- h) **GeM's General Terms and Conditions.**

NOTE:

- a) **Buyer Added Bid Specific Terms and Conditions** as above and all other terms and conditions of **Vol-I: Eligibility for Participation in Tender & Qualifying Requirement and Vol-II: Instructions to Bidders (ITB)** shall supplement/amend the corresponding clauses of DVC's General Conditions of Contract (GCC), wherever there is a conflict, the provisions in **Buyer Added Bid Specific Terms and Conditions** and all other terms and conditions of **Vol-I: Eligibility for Participation in Tender & Qualifying Requirement and Vol-II: Instructions to Bidders (ITB)** shall prevail over those in the DVC's GCC.
- b) Other Terms & Conditions shall be covered as per the General Conditions of Contract (GCC) of DVC & General terms & conditions (GTC) of GeM which are not specifically mentioned in the Bid Document.

If there is any conflict between the General Conditions of Contract (GCC) of DVC and General terms & conditions (GTC) of GeM then General Terms & Conditions (GTC) of GeM shall prevail over General Conditions of Contract (GCC) of DVC.

xviii) Correspondence:

- a) In case of any difficulties faced **regarding NIT terms & conditions** by the tenderer in submitting the tender within specified date and time, following two officers may be contacted:-
 - i) **Sri Ritesh Mandal, Dy. Manger (M), C&M deptt, 3rd Floor, DVC Towers, Kolkata-54. Mobile No. 07979944544; E-mail id: ritesh.mandal@dvc.gov.in;**
 - ii. **Shri Kousik Baral, Sr. Manger (M), C&M deptt, DVC Towers, Kolkata-54. Mobile No. 8637361030; E-mail id: kousik.baral@dvc.gov.in;**
- b) In case of any difficulties faced regarding **scope of work** by the tenderer in submitting the tender within specified date and time, following officer may be contacted:-
 - i) **Sri Partha Sarathi Hazra, Sr. Manger (Commn.), SPE Communication wing, 9th Floor, DVC Tower, Kolkata-700054. (e-mail: partha.hazra@dvc.gov.in), Mobile No. 7003978503**

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

NIT Description: Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract (CAMC) among CPSUs (Central Public Sector Undertakings).

xx) Bill of quantity (BOQ)

Sl. No.	Description	Unit	Quantity
SUPPLY (A)			
1.0	Panchet- Total Supply Items	Job	1
2.0	Maithon- Total Supply	Job	1
3.0	DSTPS- Total Supply	Job	1
4.0	CTPS- Total Supply	Job	1
5.0	MTPS- Total Supply	Job	1
6.0	BTPS-Total Supply	Job	1
CIVIL Works and other associated works Total (B)			
7.0	Panchet-Total CIVIL Works and other associated works	Job	1
8.0	Maithon-Total CIVIL Works and other associated works	Job	1
9.0	DSTPS-Total CIVIL Works and other associated works	Job	1
10.0	CTPS- Total CIVIL Works and other associated works	Job	1
11.0	MTPS- Total CIVIL Works and other associated works	Job	1
12.0	BTPS- Total CIVIL Works and other associated works	Job	1
Comprehensive AMC Services for Five (05) years after two years warranty period ©			
13.0	Comprehensive Annual Maintenance Charges for the entire IP CCTV based Surveillance System at Panchet Project location	Job	1
14.0	Comprehensive Annual Maintenance Charges for the entire IP CCTV based Surveillance System at Maithon Project location	Job	1
15.0	Comprehensive Annual Maintenance Charges for the entire IP CCTV based Surveillance System at DSTPS location	Job	1
16.0	Comprehensive Annual Maintenance Charges for the entire IP CCTV based Surveillance System at CTPS location	Job	1
17.0	Comprehensive Annual Maintenance Charges for the entire IP CCTV based Surveillance System at MTPS location	Job	1
18.0	Comprehensive Annual Maintenance Charges for the entire IP CCTV based Surveillance System at BTPS location	Job	1

Bidders need to quote the “total price for completion of all the jobs” in GeM.



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2023/B/3953223
Dated/दिनांक : 14-09-2023

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	13-10-2023 19:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	13-10-2023 19:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Power
Department Name/विभाग का नाम	Contracts And Materials
Organisation Name/संगठन का नाम	Damodar Valley Corporation
Office Name/कार्यालय का नाम	Damodar Valley Corporation
Item Category/मद केटेगरी	Custom Bid for Services - Supply installation testing commissioning of IP based CCTV surveillance system at various location of DVC power houses hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract ..
Contract Period/अनुबंध अवधि	8 Year(s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	7 Days
Estimated Bid Value/अनुमानित बिड मूल्य	477612277

Bid Details/बिड विवरण**Evaluation Method/मूल्यांकन पद्धति**

Total value wise evaluation

EMD Detail/ईएमडी विवरण

Required/आवश्यकता

No

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक

PUNJAB NATIONAL BANK

ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)

10.00

Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).

98

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

Contracts and Materials, Damodar Valley Corporation, Ministry of Power
Damodar Valley Corporation, Contracts and Materials, Damodar Valley Corporation, Ministry of Power
(Damodar Valley Corporation)

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन

Yes

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता

Yes

1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

3. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Scope of Work:[1694682380.pdf](#)

Service Level Agreement (SLA):[1694682397.pdf](#)

GEM Availability Report (GAR):[1694682468.pdf](#)

Introduction about the project /services being proposed for procurement using custom bid functionality:[1694684902.pdf](#)

Quantifiable Specification / Standards of The Service/ BOQ:[1694685047.pdf](#)

Any other Documents As per Specific Requirement of Buyer -1:[1694685097.pdf](#)

Any other Documents As per Specific Requirement of Buyer -2:[1694685119.pdf](#)

Special Terms and Conditions (STC) of the Contract:[1694689969.pdf](#)

Payment Terms:[1694689976.pdf](#)

Project Experience and Qualifying Criteria Requirement:[1694695812.pdf](#)

Instruction To Bidder:[1694695816.pdf](#)

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
21-09-2023 12:00:00	<p>21.09.2023 at 12.00 Hrs.</p> <p>The bidder who wants to participate in the pre bid meeting shall intimate vide e-mail within 20.09.2023 by 5:00 pm.</p> <p>To join the meeting on , MS TEAM click this link: <a \"cf94827a-bc3d-4b63-8feb-432960d2d81b\",="" \"d5cec0ec-f112-4c77-a0d0-4e71a6007051\"}"="" \"oid\":="" href="https://teams.microsoft.com/l/meetup-join/19:Y4m2IEWCKJ8cnSnP2_HtXC6MWsR1u7K-F84SZXiNu4U1@thread.tacv2/1694608276547?context={\" tid\":="">https://teams.microsoft.com/l/meetup-join/19:Y4m2IEWCKJ8cnSnP2_HtXC6MWsR1u7K-F84SZXiNu4U1@thread.tacv2/1694608276547?context={\"Tid\": \"cf94827a-bc3d-4b63-8feb-432960d2d81b\", \"Oid\": \"d5cec0ec-f112-4c77-a0d0-4e71a6007051\"}</p> <p>Meeting ID: 435 550 126 812, Passcode: k4w6Q9</p>

Custom Bid For Services - Supply Installation Testing Commissioning Of IP Based CCTV Surveillance System At Various Location Of DVC Power Houses Hydel Stations Throughout The Valley Area Along With 5 Years Comprehensive Annual Maintenance

Contract .. (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Supply installation testing commissioning of IP based CCTV surveillance system at various location of DVC power houses hydel stations throughout the valley area along with 5 years Comprehensive Annual Maintenance Contract CAMC
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Partha Sarathi Hazra	700054,C&M, HQ, Damodar Valley Corporation, DVC Towers, VIP Road, Kolkata-700054	1	N/A

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Name of the work: Supply, installation, testing & commissioning of IP based CCTV surveillance system at various location of DVC power houses / hydel stations throughout the valley area along with 5 years comprehensive annual maintenance contract (CAMC) among CPSUs (Central Public Sector Undertakings).

Damodar Valley Corporation invites CPSUs (Central Public Sector Undertakings) only to participate in this Electronic open tender (Single Stage-Two Envelope One Part) followed by e-Reverse Auction for the above mentioned work/Service i.e. CPSUs (Central Public Sector Undertakings) are only eligible for participating in this tender.

The tenders will be processed in on-line mode through Government e-Marketing (GeM) [URL: <https://gem.gov.in/>]

1. Please find the following attached documents in "Buyer added Bid Specific ATC document"

B. Technical Specification, SOW & other documents

- i) Technical Specification CCTV Final
- ii) SCOPE OF WORK
- iii) Annexure-I Location of Sites: DVC
- iv) TECHNICAL SPECIFICATION FOR CIVIL WORKS
- v) Training & Support Services along with "Technical Specifications for Maintenance after operational acceptance during maintenance period (i.e. Warranty & CAMC Period) ANNEXURE-M"
- vi) TERMS & CONDITIONS CCTV
- vii) SPECIAL CONDITIONS OF CONTRACT CCTV
- viii) SERVICE LEVEL AGREEMENT - SLA
- ix) INTEGRITY PACT
- x) NON-DISCLOSURE AGREEMENT Format
- xii) Format Agreement
- xii) CCTV OFC CABLE TENTATIVE LAYOUT SCHEME_DSTPS & CCTV CABLE TENTATIVE LAYOUT PLOT PLAN_DSTPS
- xiii) Tentative Cable layout_BTSPS & Tentative Sketch_BTSPS
- xiv) Tentative Layout_CTPS
- xv) Tentative requirements of MTPS

C. **Bill of quantity**- As per GeM ATC document & attached price break up file.

D. **Instruction to Bidder**: - As per attached "Buyer added Bid Specific ATC documents"

E. Submission of documents: As per Checklist (Detailed at attached "Buyer added Bid Specific ATC documents")

F. SPECIAL CONDITIONS OF CONTRACT

G. Price Break Up Sheet

Bidder need to submit the price break up excel sheet [Basic price & GST (applicable %)] as given format only after RA.

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

H. QUALIFYING REQUIREMENT

2. Buyer Added Bid Specific Additional Terms & conditions:

i) PRICE BASIS:

- a) The Contract Price shall be FIRM & FIXED during the entire execution of the Contract.
- b) 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.
- c) 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 the

- m.
- d) BID CURRENCIES: PRICES SHALL BE QUOTED IN INR only.
- e) The contractor shall be required to quote prices indicated in INR for each accounting unit inclusive of GST, Freight, Tax, Duties, Levies, loading, unloading etc. on FOR basis.

ii) TAXES, LEVIES AND DUTIES shall be as below:

- a) Bidders (except for direct import by DVC) shall quote the Prices [which is inclusive of Freight & 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.
- b) For direct import by DVC, Customs duty [including Social Welfare Surcharge, etc.] and GST as per Bill of Entry as applicable shall be to the account of the DVC, at actual.
- c) 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.

Note: Bidder will be asked to submit the price break up [Basic price, freight & GST (applicable %)] after conclusion of reverse auction. GST will be paid at actual as applicable.

iii) MODE OF SUPPLY & DELIVERY PERIOD:

The Contract is a divisible one; hence the CPSU shall supply the materials keeping parity with the progress of the erection / installation work. No supply shall be made by the CPSU prior to receipt of clear dispatch clearance issued by DVC.

The materials to be supplied on the final destination at site wise as covered in the 'Annexure', shall be designed, manufactured and tested as per the requirements specified. Final Destination shall mean the stores established by the CPSU at DVC project site.

Payment for the supplied materials will be made after satisfactory joint inspection with the Site Engineers as per payment clause no. 6.0 of SCC. CPSU should generate location wise invoice for payment of supplied materials & erection/installation works. Bill to address & ship to address should be mentioned as per clause no. 25.0 of SCC & clause no. 24.0 SCC respectively. Location wise Part payment will be allowed for this contract. Payment for erection/installation works will be made on the basis of Completion certificate as per BoQ issued by "Engineer-in-Charge" of respective site.

The program shall be chalked out well in advance for installation, configuration & setting to services for "IP based CCTV Surveillance System" in consultation with Engineer-in-charge of respective site before taking up of jobs.

On completion of Installation as per firmed up schedule, the CPSU shall request respective location's Engineer-in-Charge for inspection and testing. The Engineer shall arrange for joint inspection of the installation for completeness and correctness of the work. The CPSU shall promptly rectify any defect pointed out during such inspection. The installation shall then be tested and commissioned in presence of DVC's team of representatives. All rectification, repair or adjustment work found necessary during inspection, testing, commissioning and trial run shall be carried out by the CPSU without any extra cost.

iv) TRANSIT INSURANCE: As per SCC.

v) PAYMENT TERMS:

DVC will make payment to the CPSU as per the payment terms for supply and installation & commissioning as indicated below: -

Supply portion:

- a) **90% (Ninety percent)** of the Ex-works price/ordered value of **supply items** with full taxes & duties as applicable shall be paid to bidder only **after successful integration of operational phase (GO-LIVE) of at least 50% Camera** (which includes Indoor & Outdoor location) at each project Central Server location (at least 50% Camera must be reported to Central Server Location)

Installation certificate for Go-Live operation of at least 50% Camera will be issued by the respective sites.

Please note that Security deposit cum performance Guarantee should have the validity covering the entire contract period and to be submitted within 30 days of issuance of W.O./LOA/LOI. Duration of e-PBG required (Months): 12 (Months) Completion period + 24 (Months) Warranty Period + 60 (Months) AMC Period + 2 months = 98 Months (Contract Period).

- b) Balance 10% (Ten percent) of the order value for supply shall be paid after successful installation, testing, commissioning & handing over of complete installations at each project which shall include reconciliation of materials, and submission of requisite copies of all finally approved and 'As Built' drawings, DRS, manuals and test certificates to the Chief Engineer-I (Commn.), DVC, Kolkata.

Installation, Testing & Commissioning Works Portion:

90% of contract price for "Installation, Testing & Commissioning Works" shall be paid against completion certificate of each location including initial advance, if any.

Remaining 10% shall be paid at each project after complete installation, testing, commissioning & handing over to the Site-in-charge, DVC.

Annual Maintenance (AMC) Charges:

Annual Maintenance charges shall be paid on yearly basis on submission of Invoice by the CPSU on successful completion previous year services along with Consignee certification of each project for every year during AMC period. The owners shall make payments promptly within thirty (30) days of submission of an invoice /claim by the CPSU complete in all respects and supported by the requisite documents and fulfilment of stipulated conditions, if any. Any deduction arises due to negligence of CPSU side, proportionate amount of deduction may be carried out during payment from the CAMC charges. Xerox copies of EPF Challan & ESI challans also to be submitted along with the yearly bill.

vi) SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE:

Within Fourteen (14) days from the date of issuance of Letter of Award (LOA)/ Work Order (WO)/Purchase Order (PO), the successful Bidder (s) shall furnish performance security for satisfactory execution of the order for an amount equivalent to **10%** of the Letter of Award (LOA)/ Work Order (WO)/Purchase Order value in the form of Insurance Surety Bonds, account payee demand draft, fixed deposit receipt from a commercial bank, bank guarantee issued/confirmed from any of the commercial bank in India or online payment in an acceptable form, safeguarding DVC's interest in all respects.

In case of Performance Security in form of Bank Guarantee, the bidder may furnish an Unconditional Bank Guarantee as per GeM format from any Nationalised / Scheduled Bank and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period (DLP)/ warranty period, as applicable. Therefore, the BG should remain valid for a period of 98 (Ninety-Eight) Months from the date of the placement of contract.

Duration of e-PBG required (Months): 12 (Months)- Completion period + 24 (Months) - Warranty Period + 60 (Months) - AMC Period + 2 months = 98 Months (Contract Period)

The Bank Guarantee/ BG Extension shall be issued on the SFMS (Structured Financial Messaging System) mode by Issuing Bank to the advising banks (Details of advising banks including IFSC Code is given below):

For Head Quarter, Kolkata-

Bank Name: PUNJAB NATIONAL BANK,

Branch Name: Manicktala, Kolkata - 700054,

Account No.: "0082250010682"

IFSC Code: PUNB0008220 ('0' Stands for zero).

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

However, in case of delay in completion, the validity & claim of this Bank Guarantee shall be extended by the period of such delay. During extension of the SDBG, the bidder may extend the original Bank Guarantee or may furnish new SDBG without considering the projects which have been completed and Guarantee/Warranty period along with claim period is also over.

Other terms & condition SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE as notwithstanding in tender document shall be as per DVC's GENERAL CONDITIONS OF CONTRACT (GCC) and Policy for withholding and Banning of Business Dealings of this Bidding Documents.

No payment, whatsoever will be made till the acceptance of SDBG as per the terms of the Contract.

vii) AGREEMENT CLAUSE:

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

Within 07 days from the date of issue of LOA/PO/Work Order, DVC will send the agreement to the Supplier/Contractor/ Service Provider/Consultant for signature, incorporating all agreements between the parties for execution.

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

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

Contractor need sign NON Disclosure Agreement with DVC as per attached format.

viii) CONTRACT PERIOD:

The Contract shall remain valid for 08 (Eight) year from the date of issuance of contract.

Contract Period = 12 (Months)- Completion period + 24 (Months) - Warranty Period + 60 (Months) - AMC Period = 96 Months

Completion Time: Time is the essence of this Contract. The work shall be executed strictly as per the time of completion indicated. The period of completion includes the time required for mobilisation as well as testing, rectifications, if any, retesting and completion in all respects up to the satisfaction of the Engineer-in-Charge. The entire work shall be completed within 12(Twelve) months = 365 Days from the date of issuance of work order.

ix) L.D CLAUSE: As per General Terms & Conditions of GeM.

If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.

x) RISK AND PURCHASE CLAUSE:

As per the provision clause no. 20 of Vol-II: ITB under **Buyer Added Bid Specific ATC** of Bid

Document.

xi) INSPECTION/ TESTING: As per Special Conditions of contract (SCC).

xii) GUARANTEE / WARRANTY/DEFECT LIABILITY PERIOD:

As already mentioned in "Training, Warranty & Support Services" file.

The two year period commencing immediately after the operational acceptance is called the Warranty Period. In addition to the responsibilities covered the CPSU shall also be responsible for maintenance of the CCTV Surveillance System supplied under this Package. The specification for the maintenance of the system after Operational Acceptance is enclosed at Annexure-M.

CPSU's Maintenance Responsibility: The CPSU shall be responsible for carrying out maintenance of CCTV Surveillance System for a period of Five (05) years after warranty period for ensuring the successful operation of the system. The CPSU shall be responsible for achieving the system availability and the response time mentioned in technical specifications. The CPSU shall include the CAMC Charges in the appropriate column in BOQ for five (05) years after expiry of Warranty Period. During warranty period as well as AMC period the CPSU shall be responsible for carrying out the "Comprehensive Maintenance" of the CCTV Surveillance System

xiii) PENALTY CLAUSE: Not Applicable.

xiv) SUB-LETTING & ASSIGNMENT: No sub-letting is allowed for the subject procurement.

xv) CONSIGNEE/ ENGINEER-IN- CHARGE WITH ADDRESS: As per SCC.

xvi) PAYING AUTHORITY:

As per SCC. Respective paying authority of concern station/project site.

- i)** For MTPS Location: The Dy. General Manager (Finance), Mejia Thermal Power Station, P.O .- MTPS, Durlavpur, Dist.-Bankura, Pin-722183, West Bengal.
 - ii)** For CTPS Location: The Sr. Manager (Finance), Chandrapura Thermal Power Station, DVC, P.O.-Chandrapura, Dist.-Bokaro, Pin-828403, Jharkhand.
 - iii)** For BTPS Location: The Dy. General Manager (Finance), Bokaro Thermal Power Station, DVC, P.O: Bokaro Thermal, Dist: Bokaro, Pin: 829107, Jharkhand.
 - iv)** For DSTPS Location: The Dy. General Manager (Finance), Durgapur Steel Thermal Power Station, Andal, Dist.-West Burdwan, G .T. Road, West bengal, Pin-713321.
 - v)** For Maithon Location: The Dy. General Manager (Finance), DVC, Unified Accounts,P.O.- Maithon Dam, Dist.-Dhanbad, Jharkhand, Pin-828207
 - vi)** For Panchet Location: The Sr. Manager (Finance), DVC, Unified Accounts, P.O: Panchet Dam, Dist: Dhanbad, Jharkhand, Pin: 828206
- However an extra copy of invoice should be sent to the GM (Commn.)-I & In-charge (IT), HQ Communication, 9th Floor, Kolkata for monitoring purpose.
Please note that DVC West Bengal GSTIN & Jharkhand GSTIN are 19AABCD0541M1ZO & 20 AABCD0541M1Z5 Respectively.

xvii) Bidders are requested to go through Bid document comprising following of documents before submission of offers in GeM Portal.

- a) GeM's Bid Document.**
- b) Buyer Added Bid Specific Terms and Conditions.**
- c) Buyer Added Bid Specific ATC.**
 - i) Vol-I:** ELIGIBILITY FOR PARTICIPATION IN TENDER & QUALIFYING REQUIREMENT
 - ii) Vol-II:** INSTRUCTIONS TO BIDDERS (ITB)
 - iii) Vol-III:** GENERAL CONDITIONS OF CONTRACT (GCC) AND POLICY FOR WITHHOLDING AND BANNING OF BUSINESS DEALINGS of DVC AND
 - iv) Vol-IV:** BID FORMS AND PROCEDURES (BFP)
- d) GeM's General Terms and Conditions.**

NOTE:

^{a)} **Buyer Added Bid Specific Terms and Conditions** as above and all other terms and conditions of **Vol-I: Eligibility for Participation in Tender & Qualifying Requirement and Vol-II: Instructions to Bidders (ITB)** shall supplement/amend the corresponding

ng clauses of DVC's General Conditions of Contract (GCC), wherever there is a conflict, the provisions in **Buyer Added Bid Specific Terms and Conditions** and all other terms and conditions of **Vol-I: Eligibility for Participation in Tender & Qualifying Requirement and Vol-II: Instructions to Bidders (ITB)** shall prevail over those in the DVC's GCC.

Other Terms & Conditions shall be covered as per the General Conditions of Contract (GCC) of DVC & General terms & conditions (GTC) of GeM which are not specifically mentioned in the Bid Document.

If there is any conflict between the General Conditions of Contract (GCC) of DVC and General terms & conditions (GTC) of GeM then General Terms & Conditions (GTC) of GeM shall prevail over General Conditions of Contract (GCC) of DVC.

xviii) CONSIGNEE: As per Annexure-I -Location of Sites: DVC

Location of Sites: DVC Annexure-I Sl. No.	Station Name	Station Address	Latitude	Longitude	Contact Person
1.	BTPS	Bokaro Thermal Power Station, DVC, P.O: Bokaro Thermal, Dist: Bokaro, Pin: 829107, Jharkhand	23.78504	85.87835	Mr. Yogesh Milan Mobile: 7761972355 Email: yogesh.milan@dvc.gov.in
2.	CTPS	Chandrapura Thermal Power Station, DVC, P.O.-Chandrapura, Dist.-Bokaro, Pin-828403, Jharkhand	23.74174	86.12211	Mr. Mohan Kumar Jagrani, SE(C & I) Mobile: 9693935751/7645913204 Email: mohan.jagnani@dvc.gov.in
3.	MTPS	Mejia Thermal Power Station, P.O.- MTPS, Durlavpur, Dist.-Bankura, Pin-722183, West Bengal	23.464961	87.131724	Mr. Supriya Sarkar, DCE (C & I) Mobile: 9434745815 Email: supriya.sarkar@dvc.gov.in
4.	DSTPS	Durgapur Steel Thermal Power Station, Andal, Dist.-West Burdwan, G .T. Road, West bengal, Pin-713321	23.581118	87.204466	Mr. Gaurav Kumar Soni, SDE(C & I) Mobile: 9113364993 Email: gaurav.soni@dvc.gov.in

5.	Maithon	DVC, Maithon Dam, P.O.-Maithon Dam, Dist.-Dhanbad, Jharkhand, Pin-828207	23.7777 58	86.8117 03	Mrs. Tarun Kumar Mondal , DCE(Commn.) Mobile: 7001691104 Email: tarun.mondal@dvc.gov.in
6.	Panchet Hydel	Panchet Hydel Station, DVC, P.O: Panchet Dam, Dist: Dhanbad, Jharkhand, Pin: 828206	23.6805 22	86.7474 57	Mr. Manoj Kumar, SDE(Commn.) Mobile: 9430189157 Email: manoj.kumarcommn@dvc.gov.in

xix) Correspondence:

- a) In case of any difficulties faced **regarding NIT terms & conditions** by the tenderer in submitting the tender within specified date and time, following two officers may be contacted:-
- i) Sri Ritesh Mandal, Dy. Manager (M), C&M deptt, 3rd Floor, DVC Towers, Kolkata-54. Mobile No. 07979944544; E-mail id: ritesh.mandal@dvc.gov.in;**
- ii) Shri Kousik Baral, Sr. Manger (M), C&M deptt, DVC Towers, Kolkata-54. Mobile No. 8637361030; E-mail id: kousik.baral@dvc.gov.in;**
- b) In case of any difficulties faced regarding **scope of work/Technical specification** by the tenderer in submitting the tender within specified date and time, following officer may be contacted:-
- i) Sri Partha Sarathi Hazra, Sr. Manger(Commn.), SPE Communication wing, 9th Floor, DVC Tower,Kolkata-700054. (e-mail: partha.hazra@dvc.gov.in), Mobile No. 7003978503**

4. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.

4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---