DAMODAR VALLEY CORPORATION

TENDER DOCUMENTS

FOR

Design, Engineering, Supply, Construction, Erection, Testing and Commissioning of 234 MW(AC) Grid Tied Floating Solar PV (FSPV) Plant on DVC Maithon Dam Reservoir in the state of Jharkhand including 10 Years Comprehensive Operation & Maintenance Service.

NIT NO.: DVC/Tender/Head Quarter/RE and EE/CMM/Works and Service/00026/Capital

(Domestic Competitive Bidding)

VOLUME – I

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

"THROUGH e-TENDERING PROCESS ONLY"

NIT No.: DVC/Tender/Head Quarter/RE and EE/CMM/Works and Service/00026/Capital, Date: 08/05/2025

1.0 Damodar Valley Corporation (DVC) invites bid from eligible bidders on e-Tendering mode ["Single Stage - three envelopes basis"] for "**Design, Engineering, Supply, Construction, Erection, Testing and Commissioning of 234 MW(AC) Grid Tied Floating Solar PV (FSPV) Plant on DVC Maithon Dam Reservoir in the state of Jharkhand including 10 Years Comprehensive Operation & Maintenance Service.**" as per the Scope mentioned in Vol-II of this NIT documents following the terms & conditions of this NIT.

2.0 Bid Security / Earnest Money Deposit (EMD): - **Rs 10,20,96,158/- (Rupees Ten Crore Twenty Lacs Ninety-Six Thousand One Hundred and Fifty-Eight) only.**

Cost of Tender Documents(non–refundable): - **NIL**

Bidding schedule:

Tender Document downloading Period	From 09.05.2025 at 10:00 Hrs. (IST) to 16.06.2025 at 10:00 Hrs.(IST)
Date & Time of pre-bid conference	23.05.2025 at 11.00 Hrs. (IST) at C&M deptt. DVC Towers, Kolkata-700054, W.B in hybrid (both physical and online mode)
Date of Online submission of Pre-Bid Queries	From 09.05.2025 To 23.05.2025
Last date & time of "Uploading of ["Filled up Envelope2 (Excel Sheet) & Scan copies of all the supporting documents for Envelope2 as mentioned in the NIT" & "Envelope3 (Excel Sheet) in Template Format"] Online" and "Submission of hard copies of [Envelope1] Offline".	16.06.2025 at 15:00 Hrs.(IST)
Bid Opening Date & Time of "hard copies of [Envelope1] Offline".	17.06.2025 at 15:00 Hrs.(IST)
Bid Opening Date & Time of ["Envelope2 (Excel Sheet) & Scan copies of all the supporting documents for Envelope2 as mentioned in the NIT"] Online" as per the Terms & Conditions of NIT.	17.06.2025 at 15:30 Hrs.(IST)
Bid Opening Date & Time of "Envelope3 (Excel Sheet) in Template Format" Online as per the Terms & Conditions of NIT.	At a date & time to be notified by DVC in due course.
Submission of Hard copies of all the documents for Envelope2, by the L1 Bidder as per the Terms & Conditions of NIT.	Within 10 days from opening of the Price Bid.

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

3.0 QUALIFYING REQUIREMENT

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

A. <u>Technical Capability:</u>

A.1. The Bidder should have designed, supplied, erected/supervised erection and commissioned/supervised commissioning of Ground/Floating Solar Photo Voltaic based grid connected power plant(s) of cumulative installed capacity of **100 MW (AC) or higher, out of which at least two (2) plants should have been of 10MW (AC) or higher capacity**. The reference plants of 10 MW (AC) or higher capacity must have been in successful operation for at least six (6) months prior to the last date of submission of bid.

OR

A.2. The Bidder should be a developer of Ground/Floating Solar Photo Voltaic based grid connected power plant(s) of cumulative installed capacity of **100 MW (AC) or higher, out of which at least two (2) plants should have been of 10MW (AC) or higher capacity**. The reference plants of 10 MW (AC) or higher capacity must have been in successful operation for at least six (6) months prior to the last date of submission of bid.

OR

A.3. The bidder should be an Indian company registered in India and should be a Group company/Holding Company/Subsidiary company of a firm meeting the requirement(s) of Clause **A.1** or **A.2** above. In such a case, Bidder shall furnish an Undertaking jointly executed by the firm qualified as per clause **A.1** or **A.2** and the Bidder along with its bid for complete performance of the contract jointly or severally.

NOTES for Technical Criteria for all clauses as mentioned above:

(i) The reference Ground Mounted/Floating SPV based grid connected power plants of **10 MW (AC)** or higher capacity should be single plant at a single location developed by Bidder for itself or any other client.

(ii) Only Ground Mounted/Floating Solar PV projects, which are grid connected, shall be considered eligible for QR purposes.

(iii) For clause **A.1**, Bidder shall submit certificate of successful completion and operation from the Owner.

(iv) Direct/Indirect Order: The bidder shall also be considered qualified in case the award for executing the reference work has been received by the bidder either directly from the owner of the plant or any other intermediary organization. In such a case, a certificate from such owner of plant or any other intermediary organization shall be required to be furnished by the bidder along with its bid in support of bidder's claim for meeting the qualifying requirement as per clause **A.1** above. Bidder shall also submit a certificate of successful completion and operation from the Owner.

(v) For clause **A.2** , Bidder shall submit certificate of successful commissioning of the project issued from Government Renewable Nodal Agency/ Government Enterprise/Discom/ Electricity Board/ Owner.

(vi) For clause **A.2**, Bidder shall submit evidence of successful operation from intermediary procurer/Procurer/Discom/Electricity Board/ Owner.

(vii) Developer means an entity who has either executed or got executed the work/ project as owner of industrial projects.

B. Qualifying Requirements on Financial Capability:

a) Net working capital should be considered for the last financial year or access to credit facilities (only fund based unutilised portion) on the date of NIT, issued from scheduled commercial bank shall not be less than **Rs 170,16,02,638/- only (**Rupees One Hundred Seventy Crore Sixteen Lakhs Two Thousand Six Hundred and Thirty-Eight Only**)**.

b) The Average annual turnover of the bidder for the last 03 financial years shall not be less than **Rs 408,38,46,332/- only (**Rupees Four Hundred Eight Crore Thirty-Eight Lakhs Forty-Six Thousand Three Hundred and Thirty-Two Only**)**.

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

d) Companies/ Organisation under National Company Law Tribunal (NCLT)/ Companies/ Organisation under Debt Recovery Tribunal (DRT)/ Companies/ Organisation, who have applied for Corporate Debt Restructuring (CDR) in last two financial years shall not be considered for bid qualification. A certificate of practicing Chartered Accountant must be produced by the bidder(s) that the bidder(s) does/do not fall under the above criteria.

NOTES for Financial Capability for all clauses of Sl. No. (II) above:

1. Net working capital means the difference of sum of current assets and sum of current liabilities. Current assets mean a sum of cash and cash equivalent, current investment, inventories, trade receivable, short term loan and advances and other current assets. Current liabilities mean a sum of short-term borrowings, trade payables, short term provision and other current liabilities.
2. Other income shall not be considered for arriving at annual turnover.
3. Net worth means the sum 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.
4. Relevant audited annual accounts for preceding three (03) financial years are to be submitted in support of the financial capability.
5. 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.
6. 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.

Notes on both Sl. No. I and Sl. No. II of Qualifying Requirement:

i) The bidder shall be an Indian joint venture, provided that eligibility criteria of individual bidder mentioned at NIT is met by one of the promoters or jointly by more than one promoter. Each promoter company on the basis of whom the joint venture gets qualified shall have minimum 26% equity in the JV. The equity shall be locked in at least for a period of 5 years from the date of bid opening or till the completion of the warranty period of the project whichever is later. The bidder and the promoter company (ies) on whose strength the JV company is qualified, shall be jointly and severally liable for the execution of the contract and an undertaking to this effect shall be submitted along with the bid. In case of a JV, wherever applicable, the performance security shall be provided by all partners in proportion to their participation in the project. No JV partner shall be allowed to bid independently or as a member in a consortium for this bid.

Note: If the JV is incorporated in India and not yet registered under the Companies Act of India as on the last date of submission of Bid, JV's Bid will be evaluated provided all the partners of that JV are from India and JVC submit an undertaking along with the JV Agreement that they will submit the same as and when the same is registered under the Companies Act of India

ii) Bidders may take part in the bidding process with associate / collaborator, provided he associates / collaborates with a single firm for covering any deficiency of Technical QR part of individual bidder specified at NIT. In such a case the bidder shall furnish undertaking jointly executed by him and his associate / collaborator for successful performance of the relevant system along with the bid. In case of award, associate / collaborator shall be required to furnish bank guarantee for 5.0% (five percent) of contract price of the work value, in addition to the contract performance guarantee to be furnished by the bidder.

iii) In case, bidder is a JVC and does not meet financial requirements stated in NIT, the financial capability of at least one of the JVC partners on whose experience the qualification is sought, shall meet the financial QR.

iv) The lead partner shall be authorized to incur liabilities and receive instruction for and / or on behalf of partners of Joint Venture and the entire execution of the contract including receipt of payment shall be done exclusively through lead partners. The authorization shall be authenticated by submitting power of attorney signed by the legally authorized signatories of the all the partners as per proforma of DVC enclosed with NIT.

v) All the partners of the Joint Venture Companies shall be liable jointly and severally for the execution of the contract, if awarded, in accordance with the settled terms & conditions and a copy of agreement entered into by the joint venture partners having such provision shall be submitted with the bid. A statement to this effect shall be included in the authorization mentioned under above clause.

vi) The joint ventures of the firms shall furnish all the required information as asked for in the NIT / GCC / Specification in respect of each of their partners in their bid. In case of successful bid, the form of agreement shall be signed so as to be legally binding on all the partners. The format of the power of attorney and other documents to be submitted by Joint Venture Partners are enclosed with NIT.

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

Valid Digital Signature Certificate (DSC of Class 3 category) is mandatory to participate in e-tendering under CPP Portal (URL: **https://etenders.gov.in/eprocure/app)**. The certificate may be obtained from any of the authorised agencies of CCA (Controller of Certifying Authorities)] on Bidder's own cost.

Bidders are advised to go through **"Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this e-Procurement Portal"**, **"Information about DSC"**, "**Bidders Manual Kit**", "**Site compatibility**" & "**FAQ**" links available on the login page of the e-Tender portal for guidelines, bidder enrolment, procedures for downloading of Tender Documents & uploading of Bids and system requirements. In case of any technical difficulty, Bidders may contact the help desk numbers & e-mail IDs mentioned at the e-tender portal.

The instructions given below are meant to assist the bidders in registering on the CPP Portal:-

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

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

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

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

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

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

More information useful for submitting online bids on the CPP Portal may be obtained at: **https://etenders.gov.in/eprocure/app.**

For clarification about e-tendering procedures, downloading & Uploading and further details / elaboration, the bidders are advised to contact the following **FMP Support Persons, representatives of M/s. National Informatics Centre Services Incorporated (NICSI),** available in Help Desk at DVC Towers, C&M Department, 3rd Floor, Kolkata-54, West Bengal, India during the office hours:-

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

(ii) Mr. Sk Imran, e-mail: hriskimran786@gmail.com (Contact No. : 8777791736).

Envelope1 (hard copy) should be received by DVC at the address given below during office hours, on or before the last date & time of Bid Submission/ Uploading period. The tender is to be dropped in the Tender Box of C&M Department, 3rd floor, DVC Towers, Kol-700054.

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

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

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

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

5.0 Bids ["Envelope1 offline" and "Envelope2 (Excel Sheet) & Scan copies of all the documents for Envelope2 as mentioned in the NIT online" and "Envelope3 (Excel Sheet) in Template Format online"] received by DVC after last date & time of Bid Submission/Uploading period will not be considered at all and DVC authorities will not take any responsibility to accept the same.

The names and designation along with e-mail address of two officers specially assigned by the organisation for receiving (i) online pre-bid queries, (ii) hard copy (Offline) of Envelope1 (iii) submission of all the documents for Envelope2 by the L1 Bidder, as mentioned in the NIT, (iv) future correspondence, are mentioned below:

(i) Shri Rakesh Kumar, DGM(M), C&M Deptt., DVC Towers, Kolkata
e-mail: **rakesh.kumar3@dvc.gov.in,** Mob: 7004827921

(ii) Shri Kausik Saha, Manager (E), C&M Deptt. DVC Towers, Kolkata
e-mail: **kausik.saha@dvc.gov.in,** Mob: 8017163439

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

6.0 ADDRESS FOR COMMUNICATION:

Sr. General Manager (E),
C&M Department, DVC,
DVC Towers, VIP Road, Kolkata-700054
E-mail: samaresh.jana@dvc.gov.in.

7.0 COST OF BIDDING

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

8.0 CLARIFICATION ON TENDER DOCUMENTS

Prospective Bidders are advised to visit the site to study the actual conditions and go through the

plans/ drawings connected to the present scope of work including power evacuation system, including conditions, availability of water etc and get acquainted with the same before attending Pre-bid meeting at DVC Towers, Kolkata or through the below link.

https://teams.microsoft.com/l/meetup-join/19%3ameeting_YmU5NzViYTQtM2M1ZC00MzU3LWExYmQtMGQzN2U5NDY1NjYx%40thread.v2/0?context=%7b%22Tid%22%3a%22cf94827a-bc3d-4b63-8feb-432960d2d81b%22%2c%22Oid%22%3a%22d3b69685-cb8b-48a8-a369-53e10fdd3be5%22%7d

A prospective Bidder requiring any clarification to the Tender documents may notify the Employer through e-mail to the two officers specially assigned for receiving Pre-Bid queries as mentioned in clause 5.0 above, within the date as mentioned in clause 2.0 (Bidding Schedule) above.

The Employer will respond in the Pre-Bid discussion and the Pre-Bid replies will be hosted through **https://etenders.gov.in/eprocure/app** within 5 days before the last date for submission of Bid. The Pre-Bid conference will take place at the communication address and on the date & time as given in clause 2.0 & 6.0 above.

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.

9.0 AMENDMENT TO TENDER DOCUMENTS

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

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

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

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

10.0 PERIOD OF VALIDITY OF BID & LANGUAGE OF BID

10.1 Bids shall remain valid for a period of 180 days from the closing date prescribed by the Employer for the receipt of Bids. A Bid valid for a shorter period shall be rejected by the Employer as being nonresponsive.

10.2 In exceptional circumstances, the Employer may solicit the Bidder's consent to an extension of the Bid validity period. The request and responses thereto shall be made by e-mail. If a bidder accepts to extend the period of bid validity, the validity of Bid security shall also be suitably extended. A bidder may refuse the request without forfeiting its Bid Security. A bidder granting

the request will not be required nor permitted to modify its bid.

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

11.0 MODIFICATION AND WITHDRAWAL OF BIDS

11.1 The Bidder may modify or withdraw its Bid after submission/uploading, prior to the deadline prescribed for Bid submission/uploading. No Bidder will be allowed to withdraw or modify the Bid after deadline of submission/uploading.

11.2 Any Bidder can modify its on-line part of the submitted Bid and resubmit the Bid on-line as many times as he may wish, only before the deadline of submission/uploading of Bids.

Similarly, Bidder may withdraw his on-line part of the submitted Bid at any time before the last date and time of submission/uploading of Bid.

11.3 For offline part of Bids, Bidder's modifications of Envelope1 (if required for Envelope1) shall be prepared, sealed, marked as **"Bid Modifications- Envelope1"** and shall be addressed to the Employer at the address given in clause 6.0 above and bear the package name, NIT Number:

For withdrawal of the offline part of Bids after submission, the Bidder shall notify the Employer in writing. The notice of withdrawal shall be addressed to the Employer at the address given in clause 6.0 above and bear the package name, NIT Number and the words **"BID WITHDRAWAL NOTICE".** The Bid withdrawal notice shall be accompanied with valid authorisation to request such Bid withdrawal.

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

11.5 If the Bid withdrawal notice of any Bidder received after the Bid submission deadline and before opening of Envelope1, the Bidder will be disqualified alongwith forfeiture of his EMD and Envelope1 of remaining Bidders will be opened.

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

In the event of a 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.

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

12.0 DOCUMENTS COMPRISING OF THE BID & BIDDING PROCEDURE

12.1 Three envelope Bidding procedure shall be followed as under:

(i) Envelope1: Hard Copy (Offline) Submission as per the Terms & Conditions of the NIT:

Envelope1 Shall comprises of the following: -

(a) Deleted

(b) Documents in support of Bid security ["Hard copy of the Bid Security document as mentioned in clause 15.0 of this NIT".

(c) Integrity Pact (applicable for tenders having estimated value of Rs 50 Lakhs and above) filled and signed with company seal on each page. Alternatively, soft of Integrity Pact duly filled and signed with company seal on each page if uploaded online by the bidder along with Tender documents will be acceptable.

Note: The Integrity Pact shall be pre-signed with seal on each page by Tender Inviting Authority (TIA) and uploaded along with other NIT documents.

Bidder(s) have to submit the hard copy of Envelope1, on, or, before the last date & time of Bid Submission/Uploading period. Envelope1 received by DVC after last date & time of Bid Submission/Uploading period will not be considered at all and DVC authorities will not take any responsibility to accept the same.

Any Bid, not accompanied by an acceptable Bid security document, Cost of Tender Documents (if applicable) and Integrity Pact (or soft copy duly filled and signed with company seal on each page) in Envelope1, shall be rejected by the Employer as being non-responsive and this Bid shall not be opened further.

(ii) Envelope2: Online Submission of Envelope2 (Excel Sheet) & scan copies of the following supporting documents for Envelope2 as per the Terms & Conditions of the NIT as Zip File (Named as Technical Bid in CPP Portal):

1. Declaration in support of Technical QR & Financial QR as asked in NIT as per Attachment-1 of Envelope2 (Excel Sheet).
2. Scan copies of the supporting documents in support of Technical QR [clause No. 3.0 A.1, or, 3.0 A.2, or, 3.0 A.3 of NIT Documents] as per the declaration made by the Bidder in Attachment-1 of Envelope2 (Excel Sheet), following the terms & conditions of the NIT.
3. Scan copies of the supporting documents in support of clause No. 3.0 B.1 of Financial QR as per the declaration made by the Bidder in Attachment-1 of Envelope2 (Excel Sheet), following the terms & conditions of the NIT.
4. Scan copies of the supporting documents in support of clause No. 3.0 B.2 of Financial QR as per the declaration made by the Bidder in Attachment-1 of Envelope2 (Excel Sheet), following the terms & conditions of the NIT.

5. Scan copies of the supporting documents in support of clause No. 3.0 B.3 of Financial QR as per the declaration made by the Bidder in Attachment-1 of Envelope2 (Excel Sheet), following the terms & conditions of the NIT.

6. Scan copies of the supporting documents in support of clause No. 3.0 B.4 of Financial QR as per the declaration made by the Bidder in Attachment-1 of Envelope2 (Excel Sheet), following the terms & conditions of the NIT.
7. Scanned copy of Letter of Bid: This will be the covering letter of the Bidder for his submitted Bid duly signed by the Bidder. The content of the "Letter of Bid" printed/ typed on Bidder's letter head must be the same as per format given in Form No.1 of VOL-I of this NIT and it should not contain any other information.

8. Scanned copy of Notarized Power of Attorney (as per Form No. 5 of VOL-I of this NIT).

9. Scanned copy of Affidavit (as per Form No. 6 of VOL-I of this NIT) on a non-judicial stamp paper of Rs. 10 regarding genuineness of the declaration/information furnished by him/them online and authenticity of the supporting documents being produced by him/them.

10. Scanned copy of details of Banker for Making Payment through RTGS/NEFT (Bank Certificate as per Form No. 8 of VOL-I of this NIT) & a cancelled cheque.

11. Scanned copy of Bid security document.

12. Scan copy of Integrity Pact (applicable for tenders having estimated value of Rs 50 Lakhs and above), pre-signed with seal on each page by TIA and duly signed in all pages by the authorised signatory who is signing the Bid (i.e. who is duly authorised to sign the bid) as per format enclosed in Form.11 of this NIT. Soft of Integrity Pact (pre-signed with seal on each page by TIA) duly filled and signed with company seal on each page if uploaded online by the bidder along with Tender documents will be acceptable.

13. Scanned copy of DECLARATION ON BANNING POLICY as per Form No. 15 of VOL-I of this NIT.

14. Scanned copy of Declaration regarding Restriction on procurement from certain Countries : MoF OM No 6/18/2019-PPD dated 23.07.2020 as per Form No. 18 of VOL-I of this NIT.

15. Scanned copy of Notarized "POWER OF ATTORNEY FOR JOINT VENTURE AGREEMENT", if applicable, as per Form No. 21 of VOL-I of this NIT.

16. Scanned copy of Declaration regarding "THE MANDATORY PROCUREMENT OF SOLAR MODULES & INVERTERS FROM CLASS I LOCAL SUPPLIERS" as per Form No. 19 of VOL-I of this NIT.

17. Scanned copy of Declaration regarding "SCC compliance" as per Form No. 20 of VOL-I of this NIT.

Bidders shall not be required to upload scanned copy of any other supporting document for Envelope2, except the above documents.

Please note that the Envelope1(in hard copy), Envelope2 (Excel Sheet) & Scan copy of the supporting documents for Envelope2 as uploaded by the Bidder should not

contain any Bid price content entry. In case any Bid price (basic price) component is exposed in Envelope1(hard copy), Envelope2 (Excel Sheet) or, any Scan copy of the supporting documents for Envelope2, then his Bid may be rejected outrightly by the Employer.

(iii) Envelope3 (Excel Sheet) in Template Format: Online Submission of Price Bid Template as per the Terms & Conditions of the NIT (Named as Financial Bid in CPP Portal):

Envelope3 (Excel Sheet) in Template Format: **Price Bid** shall comprise of the following: -

Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules of Price Bid. The Bidders shall present their prices in the following manner:

Separate numbered Schedules shall be used for each of the following elements and all the price schedules shall be uploaded on e-tender website in CPP portal.

Schedule No. 1 in Sheet 1 of "Envelope3(Price Bid) in Template Format": Price for Supply of Plant and equipment including supply of Mandatory Spare Parts inclusive of all other taxes, duties, levies, Cess, etc. and including GST as applicable.

Schedule No. 2 in Sheet 2 of "Envelope3(Price Bid) in Template Format": F&I, Design & Engineering, Construction, Commissioning, Civil & Allied Works and Other Services, inclusive of all other taxes, duties, levies, Cess, etc. and including BOCW Cess & GST as applicable.

Schedule No. 3 in Sheet 3 of "Envelope3(Price Bid) in Template Format": Net Present Value (NPV) of O&M Price for the total O&M period of 10 yrs. for the plant to be calculated at a discounting rate inclusive of all other taxes, duties, levies, Cess, etc. and including GST as applicable.

Schedule No. 4 in BoQ1 of "Envelope3(Price Bid) in Template Format": Grand Summary (Schedules Nos. 1 to 3)

Bidders shall necessarily submit their Price Bid in "Envelope3 (Excel Sheet) in template format" and no other format is acceptable.

Note: 1. a) After downloading all the NIT documents including the Amendments to NIT documents (if any), Bidders are requested to fill up & upload the ["Envelope2 (Excel Sheet) and Scan copy of all supporting documents for Envelope2, as mentioned in the NIT" & "Envelope3 (Excel Sheet) in Template Format"] Online as asked in the NIT by taking care of all the Pre-Bid replies & Amendments.

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

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

b) The "Envelope2 (Excel Sheet)" & "Envelope3 (Excel Sheet) in Template Format" must not be modified/replaced by the bidder and the same should be uploaded after

duly filling up the relevant information/declarations/prices as asked in the NIT, else the bidder is liable to be rejected for this tender.

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

2. COMMERCIAL AND TECHNICAL DEVIATIONS

No Deviations is permitted by the Employer for this tender.

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

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

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

(iv) **Hard Copy (Offline) Submission of supporting documents as per the Terms & Conditions of the NIT:** Submission of the hard copies in Original / "self-authenticated and attested by Public Notary" of all the supporting documents for Envelope2 by the lowest evaluated Bidder for DVC's verification and record, who was asked to submit the same by the Employer following the terms & conditions of this NIT within 10 days from opening of Envelope3 (Excel Sheet). No additional time will be allowed to the L1 Bidder for producing the required documents. **Please refer clause No. 14.0 regarding submission of the above supporting documents.**

12.2 Deleted

13.0 BID PRICES

13.1 Unless otherwise specified in the Technical Specifications, Bidders shall quote for the entire facilities such that the total Bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the Tender documents. Bidder(s) should study the tender documents carefully before quoting.

13.2 Bidders are required to quote the price for all the commercial, contractual and technical obligations outlined in the Tender documents.

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

13.4 PRICE BASIS

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

Statutory Variation on direct transaction between the Employer & the Contractor.

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

14.0 BID OPENING & BID EVALUATION:

14.1 The Employer will open the hard copy of **Envelope1** (as received) off line for those Bidders who have successfully submitted their on-line Bids, on the time and at the communication address as stated in clause 6.0. **Envelope1** (as received) of the Bidder(s) who are not able to submit their on-line Bid successfully, the corresponding **Envelope1** shall be returned to the Bidder(s).

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

In the event of the specified date for the opening of Bids being declared a holiday for the Employer, the Bids will be opened at the appointed time on the next working day.

The Employer will examine whether all the documents in in Envelope1 are generally in order.

Envelope1 not accompanied by the hard copy of documents in support of Cost of Tender Documents (if applicable), Bid security documents & Integrity Pact (if applicable and available as hard copy or soft copy) as mentioned in this NIT, will be rejected and not be considered for further evaluation, regardless of the circumstances.

14.2 The Employer will then open **Envelope2 (Excel Sheet) & Scan copies of all supporting documents for Envelope2** online.

During verification of the Scan copies of all Supporting documents for Techno-commercial evaluation in support of Envelope2, if any of the supporting documents furnished by any Bidder for Envelope2 as asked in the NIT, is found to be not matching with that of the declarations submitted by the bidders online in Attachment-1 of Envelop2 (Excel Sheet) and not in accordance with the requirements set forth in the tender documents, which changes the eligibility status of the Bidder, then his Bid will be rejected outrightly by DVC.

Based on the evaluation of Envelope2 (Excel Sheet) & scan copy of all supporting documents for Envelope2, the Employer will notify the date of opening of Envelope3 (Excel Sheet) of all the techno-commercial compliant bidders through the e-tendering system to all the techno-commercial compliant bidders.

14.3 The Employer will then open "Envelope3 (Excel Sheet) in Template Format" of the above techno commercial Compliant Bidders only (as mentioned in clause 14.2 above). After opening of "Envelope3 (Excel Sheet) in Template Format" of all the techno-commercial compliant bidders, the Employer will carry out evaluation of the Price Bid as detailed below:

PRICE BID EVALUATION

The method of evaluation is illustrated below:

Illustrative Method of Evaluation

Any Bidder (In INR)

---

1. **Evaluated Bid Price** (after considering arithmetical errors, if any)

   Total Quoted Price (GRAND SUMMARY) as per Price Schedule in Grand Total Summary Schedule 4 of "Envelope3 (Excel Sheet) in Template Format"

{Note: Above Price Bid evaluation will be carried out separately by the Employer for each techno commercially compliant Bidders (as mentioned in clause 14.2 above). Evaluated Bid Price of a Bidder will be considered as the **Initial Price Offer** of that Bidder**}**.

NPV of actual O&M quoted price will be considered for evaluation of price bids only.

However, the O&M contract price will be awarded on actual O&M price offered by L1 bidder.

14.3.1. The quoted price in Schedule No.3 (O&M/Third Contract) should not be less than INR 2.5 Lakh/MW/Annum. Escalation in O&M price/Annum is allowed. O&M escalation rate shall be guided by the rate of escalation allowed by CERC – RE Tariff Regulations, 2024 or any amendments/guidelines thereof.

14.3.2. If the total quoted price in Schedule No.2 (i.e. Second Contract) is less than 10% of the Ex-Works Price of the total Supply Component for Plant and Equipment (excluding Mandatory Spares), the amount by which it is lower will be proportionately retained from the Ex-works price of Supply Component while releasing payments due on receipt of equipment. No interest shall be payable on the retained amount. The retained amount will be released on a pro-rata basis upon the completion of installation of the respective equipment and its certification by the Engineer-in-Charge.

14.4 Deleted

14.5 The Employer will then intimate the L1 Bidder through e-mail to submit all hard copies of the Original / "self-authenticated and attested by Public Notary" of all the supporting documents for Envelope2 as submitted by the Bidder as scan copies as asked in the NIT, on any working day within 10 days of opening of the "Envelope3 (Excel Sheet) in Template Format".

If the L1 Bidder fails to produce the documents within the specified period [i.e. on any working day within 10 days of opening of the Envelope3 (Excel Sheet)], or, if any of the hard copy of the supporting documents furnished by the L1 Bidder for Envelope2 as asked in the NIT, is found to be not matching during verification with that of the scan copies of the supporting documents for Envelope2 as uploaded by the same Bidder, which changes the eligibility status of the Bidder, then his Bid will be rejected outrightly with caution letter to refrain in future. In event of 2nd instances by the same Bidder in any DVC's Tender then EMD will be forfeited and the Bidder will be banned for one year from participating in future tenders of DVC.

14.6 <u>Note for Clause 14.0</u>: (i) During Bid evaluation the Employer may, at its discretion, ask the Bidder for a clarification on its Bid. The request for clarification and the response there to shall be through e-mail only, and no change in the price or substance of the Bid shall be sought, offered or permitted.

(ii) Notwithstanding anything stated above, the Employer reserves the right to assess the

capabilities and capacity of the Bidder to perform the contract at any stage during the entire Bid evaluation period and prior to award of Contract, should the circumstances warrant such assessment in the overall interest of the Employer.

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

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

15.0 BID SECURITY (EMD)

15.1 The Earnest Money (Account Payee Demand Draft / Banker's Cheque or Bank Guarantee from a Commercial Bank/ Net Banking transfer/ Online payment in an acceptable form, as applicable) should be deposited along with the tender, if applicable, as per direction given in the NIT/Tender Document.

In case the bid security is more than Rupees five lakh, it may be in the form of a bank guarantee issued/confirmed from any of the scheduled commercial bank in India in an acceptable form.

In case of Bank Guarantee, the Bank Guarantee shall be irrevocable and operative till 45 (forty-five) days beyond the final bid validity period **(i.e 225 days)** and from a Bank as specified in the Annexure-1 of VOL-I of this NIT. However, any foreign bank not mentioned in the Annexure-1 of VOL-I of this NIT, but subsequently included in the scheduled list of RBI in the course of Bidding shall be accepted. The format of the bank guarantee shall be as per the format given at Form No.2 of VOL-I of this NIT. **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 Bidder must furnish, as part of its Bid, the Bid security documents as mentioned above in Envelope1 of the amount and currency as stipulated.

Bid security shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period prescribed by the Employer for the receipt of Bids and beyond any extension of Bid validity subsequently requested.

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

15.3 The Bid securities of all the unsuccessful Bidders will be returned / refunded within 30 days after the finalisation of tender.

15.4 The Bid security of the successful Bidder to whom the Contract is awarded will be returned / refunded when the Bidder has furnished the required Performance Securities and signed the Contract Agreements.

15.5 The Bid security may be forfeited without any notice or proof of damage to the Owner, etc. as per GCC clause 4A and clause 19 of Vol-I of this NIT.

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

Bid security wherever applicable should preferably be submitted in the form of Electronic Bank Guarantee (e-BG) from any Nationalized/Scheduled commercial Bank approved by Reserve Bank of India through the National E-Governance Services Limited (NeSL) portal.

Beneficiary inputs required for e-BG for processing of the same to the issuing Bank

Sl. no.	Field Name	Mandatory
1	Portal ID	NA
Details of Beneficiary and Applicant		
2	Entity PAN/UIN (Central UIN of Nodal Officer)	AABCD0541M
3	Entity Name (Name of the Nodal Officer)	DAMODAR VALLEY CORPORATION
4	Entity Email ID (Nodal Officer)	Sanjay.singh@dvc.gov.in and ankur.munda@dvc.gov.in
5	Business Unit Code	NA
Participating Details (Details of entity (TIA's) representative & applicant		
6	Name of the representative (Nodal Officer)	SANJAY SINGH & ANKUR KUMAR MUNDA
7	Relationship (Here Beneficiary)	DAMODAR VALLEY CORPORATION
8	Primary Mobile Number (Nodal Officer)	7857903172 & 9471712635
Debt Details		
9	BG amount	As per NIT
10	BG ccy (Currency)	INR
11	Expiry date	As per NIT

12	Claim Expiry date	As per NIT
13	Contract Reference Number	As per NIT
14	Vendor Code	NA
15	**Format of e-BG to be used for issuance**	**As per Form-2 of NIT**

The Bank Guarantee/ BG Extension (If issued on hard copy), 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):**

Details of respective advising banks including IFSC Code is given below:

For Damodar Valley Corporation, Head Quarter, Kolkata-

Bank Name: PUNJAB NATIONAL BANK,

Branch Name: Manicktala, Kolkata - 7000054,

Account No: 0082250010682

Account Name: DAMODAR VALLEY CORPORATION

Account Type : CASH CREDIT

Branch Code : 008220

Address : P-41 CIT ROAD,SCHEME VII M,KANKURGACHI,KOLKATA- 700054

Phone No : 033-23550160/23558852

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

MICR Code : 700024261

SWIFT Code : PUNBINBBCCH

Under SFMS System, a separate advice of the Bank Guarantee (via SFMS IFN 760COV) to be sent to the Advising bank (Beneficiary's Bank) through SFMS by the Issuing Bank (Applicant's Bank), after which the paper Bank Guarantee would become operative. Similar process to be followed for bank guarantee amendment also and separate advice (via SFMS IFN 767COV) is sent to the Advising Bank. It must be ensured that the Issuing and Advising Bank must be SFMS enabled.

The original SDBG which shall be issued by the bank, has to be sent by the issuing bank with a valid covering letter to The Sr. GM(C & M), DVC, 3th Floor, DVC Towers, VIP Road, Kolkata-700054, in an envelope of the concerned bank, which should clearly contain the official and valid e-mail ID and the contact no. of the verifying bank (which shall be later used for official verification/confirmation of the genuineity of the SDBG thus issued).

16.0 CONTACTING THE EMPLOYER & AWARD OF CONTRACT

16.1 Any effort by a Bidder to influence the Employer in the Employer's Bid evaluation, Bid comparison or contract award decisions may result in rejection of the Bidder's Bid.

16.2 The Employer will award the contract to the successful Bidder whose Bid has been determined to be substantially responsive and to be the lowest evaluated Bid, further provided that the Bidder is determined to be qualified to perform the contract satisfactorily.

16.3 The mode of contracting with the successful bidder shall be as stipulated below:

(i) First Contract (Supply Part): For providing the Ex Works-Supply of materials including mandatory spares and any other supplies specified in the Tender Documents under the scope of Supply.

(ii) Second Contract (Service Part): For all services i.e., including Freight & Insurance including Loading, Unloading, Storage, Handling at Site. Design, Engineering, Installation, Erection, Testing and Commissioning including Performance Testing in respect of all the Equipment supplied and any other Services Specified in the Tender Documents. Civil and allied works including construction of Trenches, Module Mounting Structure, foundations, etc of all the Equipment Supplied as detailed in the scope of work. specified in the Tender Documents.

(iii) Third Contract (O&M Part): For providing Comprehensive Operation & Maintenance of the Solar PV plant for 10 (Ten) years from the date of Operational Acceptance by the Owner, as detailed in technical specification including supply and storage of all spare parts, consumables, repairs/ replacement of any defective equipment, insurance, etc.

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

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

18.0 LETTER OF AWARD

Prior to the expiration of the period of Bid validity, the Employer will notify the successful Bidder in writing by letter or by telefax to be confirmed in writing by letter, that its Bid has been accepted. The Letter of Awards (LOAs) will constitute the formation of the contracts.

The Letter of Awards 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.

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 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 for the execution of the Contract.

The Contractor shall indemnify and hold harmless the Employer 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.

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

19.0 SIGNING THE CONTRACT AGREEMENT

Within 7 days from the date of issue of Letter of Award, DVC will send the successful Bidder the draft Contract Agreement in line with the bidding documents (as per Form 10 of NIT), incorporating all agreements between the parties. After receipt of the draft Contract Agreement, the Contractor should acknowledge and unconditionally accept, sign, date and return the final Contract Agreement on non-judicial stamp paper of appropriate value in duplicate within 14(fourteen) days from the date of issue of Letter of Award. If both parties simultaneously sign the contract across the table, further acknowledgement from the supplier is not required. Out of 2 sets of original Contract Agreement, the Contractor shall be provided with one signed original and the other will be retained by the Employer. Subsequent to signing of the Contract, the Contractor at his own cost shall provide the Employer with at least eight (8) scan copies and three (3) soft copies of the Contract Agreement(s) within thirty (30) days after signing of the Contract.

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

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

20.0 PERFORMANCE SECURITY (SECURITY DEPOSIT_CUM_PERFORMANCE GUARANTEE):

To ensure due performance of the contract, the Contractor receiving the LOA is required to furnish the required performance security within twenty-one (21) days from the date of issuance of Letter of Award, in the prescribed form by the specified date as mentioned in the Tender. Performance security should be for an amount equivalent to 3% (Three percent) of the ordered value in the form of “Unconditional Bank Guarantee as per the format provided in this Tender documents (Form No.9 of VOL-I of this NIT) issued from any commercial bank in India (as per the list provided in **Annexure-1** of VOL-I of this NIT) and having validity up to 60 (sixty) days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period (DLP)/ warranty period, as specified in the Contract” in the form of Insurance Surety Bonds, account payee demand draft, fixed deposit receipt from a commercial bank, bank guarantee (including e- Bank Guarantee) issued/ confirmed from any of the commercial bank in India or online payment in an acceptable form. In case of delay in

completion, the validity of this Bank Guarantee shall be extended by the period of such delay. The proforma of Bank Guarantee is enclosed as Form No. 9 of VOL-I of this NIT, from any commercial bank in India (as per the list provided in Annexure-1 of VOL-I of this NIT).

The Contractor can submit Contract Performance Securities with initial validity of 24 months and the same needs to be extended after every 24 months till completion of the total O&M Contract Period

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

Performance Security shall be refunded to the contractor without interest, after he duly performs and completes all obligations under the contract but not later than a specified date ["365 days for Works Contract"] of end of the total comprehensive maintenance contract as specified in the Contract, as applicable.

Notwithstanding the aforesaid, DVC reserves the right to retain the Performance Security till such time there is a full and final settlement of disputed claims, if any, between the parties. No amounts shall be payable to the Contractor by DVC as reimbursement/costs/damages etc. for keeping the Performance Security alive for the period during which it is so retained by DVC.

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

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

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

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

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

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

20.1 Performance Security for O&M (i.e. O&M Performance Bank Guarantee):

The Contractor shall, at least 30 days prior to the commissioning of the full project capacity, provide security for the due performance of the O&M contract including Overall Performance of the Solar PV Plant during O&M Period and for the due performance of the AMC of the equipment for Six percent (6%) of the Total Contract Price (i.e. EPC Cost and O&M Cost), with an initial validity up to ninety (90) days beyond the end of scheduled Period of Operation and Maintenance i.e. the security shall be initially valid till 90 days beyond Ten (10) years from the commissioning of full project capacity.

The Bank Guarantee shall cover:

a) due performance of the O&M contract.
b) overall system performance and generation guarantee during the O&M period
c) AMC of the equipment and
d) other obligations specified elsewhere in the contract during O&M and AMC period.

O&M Performance Bank Guarantee – Operating Methodology:

a) Total O&M Performance Bank Guarantee amount shall be returned on equal instalments (i.e. 10% of O&M Performance Bank Guarantee Amount) on annual basis, after successful performance/achievement of Annual Generation Guarantee for complete year, at the end of each year (@10% per annum for 10 years).
b) In case of shortfall in Guaranteed Annual Generation, recovery of LD shall be first deducted from payment towards O&M contract value up to limiting level of 25% of the Annual Contract Value. The adjustment of LD amount shall be done in the 4th Quarter.
c) In case the LD recovery amount exceeds above limiting value, balance amount shall be recovered through O&M Performance Bank Guarantee / PBG submitted by EPC Contractor. The value of amount encashed from above BG shall have to be replenished by EPC contractor within three months.

21.0 RISK PURCHASE CLAUSE:

The Employer reserves the right to purchase the material/spares/ equipment or get the service & works done from elsewhere at the sole risk and cost of the Contractor/Vendor and recover all such extra cost incurred by the Employer in procuring the material/spares/equipment and/or getting the services and/or work performed. The procedure to be followed is given below.

i) After the expiry of the specified date of delivery/ completion period, a notice should be given to the vendor for delivering the material/ completion the work immediately.

ii) If the Contractor/Vendor fails to deliver the material/ complete the work, a final risk and cost notice is to be served to the vendor by registered post with A/D/speed post, clearly indicating that if he fails to deliver the materials/ complete the work within specified period as per condition of contract after receipt of the letter, the same shall be outsourced/executed from other sources at the risk and cost of the vendor.

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

iv) 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 Vendor/Contractor.

v) For the purpose of recovery of the amount, unpaid amount / security deposit/ SD by way of BG, provided by the vendor/contractor will be adjusted first, if there is any balance left to be recovered, the Vendor/Contractor should be informed to deposit the money at the earliest.

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

vii) In case the amount is considerable, legal action may be considered by DVC.

viii) Alternatively, the Employer may short close the Order stating the reason for not resorting to risk purchase clause in case of exigency.

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/Vendor's failure to comply with the schedule of delivery or completion of the work or services irrespective of the fact whether the materials /equipment/ work/ service are similar or not.

22.0 CONTRACT PERIOD:

The completion period for the Solar project shall be 18 (Eighteen) months from the date of placement of LOA (i.e Zero Date).

Further Contractor is also to provide Operation & Maintenance support of 234 MW Grid Connected Solar PV Plants for a period of 10 (Ten) years from the date of Operational Acceptance of the Plant.

23.0 Debarment of firms from Bidding

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

24.0 Preference to Make In India and granting of purchase preference to local suppliers:

Both ('Class-I and 'Class-II) local suppliers and non-local suppliers are eligible to participate in this tender, as defined in the bidding documents/ Public Procurement (Preference to Make in India), Order 2017 and its subsequent amendments/ revisions issued by DPIIT. The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids."

Further the successful bidder shall not be allowed to subcontract supplies/services/works to any "Sub-contractor" under "Second Contract" from a country which shares a land border with India unless such Subcontractor is registered with the competent authority as mentioned above.

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. However, the same shall not be applicable for "First Contract" i.e Supply Contract".

However, the said requirement of registration will not apply to bidders/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. Bidders may apprise themselves of the updated lists of such countries available on the website of the Ministry of External Affairs.

Any 'Bidder from a country which shares a land border with India', as specified in the Bidding Documents, will be eligible to bid in this tender only if bidder is registered with the Competent Authority as mentioned in the Bidding Documents.

Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, will be eligible to bid only if the bidder is registered with the same competent authority.

However, the said requirement of registration will not apply to bidders 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.

26.0 GENERAL CONDITIONS OF CONTRACT (GCC):

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

27.0 SPECIAL CONDITTIONS OF CONTRACT (SCC):

A. Definition : Add the following definitions in GCC clause No.1

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

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

"**Employer**" means Damodar Valley Corporation (DVC) and includes the legal administrators, successors, executors and assigns of the Employer.

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

"**Project Coordinator**" means the person appointed by the Employer to perform the duties delegated by the Employer and will arrange to provide all inputs to the Contractor.

"**Contractor's Representative**" means any person nominated by the Contractor to perform the duties delegated by the Contractor and will arrange to provide all deliverables to the Employer.

TIA: Shall means the Employer (DVC)

B. Specification: shall be as per VOL –II of this NIT documents.

C. Deviations (Reference clause no. 6 of GCC)**:** No Deviations is permitted by the Employer for this tender.

D. Price Basis (Reference Clause no. 3 of optional terms & conditions of GCC): shall be as per clause No. 13.4 of VOL-I of this NIT documents.

E. Period of validity of Bid (Reference Clause no. 2 of optional terms & conditions of GCC): shall be as per clause No. 10.0 of VOL-I of this NIT documents.

F. Taxes, Levies and Duties (Reference Clause no. 4 of optional terms & conditions of GCC): shall be as per clause No. 13.4 of VOL-I of this NIT documents.

G. All payment to the Contractor will be released through RTGS/NEFT only.

H. Optional Terms & Conditions: Are included as GCC.

I. Guarantee / Warranty / Defect Liability Period (Reference clause no. 27.0 of GCC): The Contractors shall warrant that all materials supplied / worked / executed under this order shall be new, unused and conform to the owner requirements and specifications. The contractors shall guarantee the equipment / materials supplied / installed under this order up to the defect liability period of 12(Twelve) months from the date of operational acceptance of the plant. The Contractors shall agree to replace any material/redo the work, which has been found defective or fails to conform to the desired specifications free of cost to the Owner within the Guarantee /Warrant period/Maintenance /Defect Liability Period. However, warranty/guarantee period against the individual item/equipment as mentioned in the Vol-II of this NIT shall be also applicable.

Guarantee / Warranty / Defect Liability for the O&M period shall be as mentioned in the VOL-II of this NIT documents.

J. Terms of Payment (Reference Clause no. 10 of GCC) : shall be as per Appendix-1 to the Form of Contract Agreement (Form No. 5 of VOL-I) of this NIT.

K. Inspection/Checking/Testing: (Reference GCC Clause 07):
Inspection/Checking/Testing shall be as per the Technical Specification (Volume-II of this NIT).

L. Construction Power Supply: The successful bidder shall make own arrangements for construction power at his own cost from the nearest supply source as per the terms and conditions of the Owner. The bidder shall have option for drawing power from existing power supply source of the Owner on chargeable basis as per the prevailing rate at the site. However, all arrangement for connection from the available power supply source including cabling, wiring, switchboards, energy meters (with valid calibration) at sites and local network within project sites shall be in scope of the contractor.

Construction and O&M Water Supply: The successful bidder shall make own arrangements for construction water as well as water required for O&M activity at his own cost from the nearest supply source as per the terms and conditions of the Owner. The bidder shall have the option for drawing water from existing water supply source of the Owner on chargeable basis as per the prevailing rate at the site. However, all arrangement for water connection from the available water supply source including piping, valves, water meters, storage arrangement at sites and local network within project sites shall be in scope of the contractor.

M. Land for Contractor's Field Office, Store/Godown and Workshop:

The Owner, at his own discretion and convenience, will make available land near the site on chargeable basis for the duration of the execution of the work as per the Owner's terms and conditions for construction of Contractor's Temporary Field Office, Godowns, workshops and assembly yard required for the execution of the Contract.

N. **Accommodation:**

Contractor shall arrange accommodation for their staff/labour at their own means and cost. However, subject to availability, owner may provide land for temporary construction or quarters or guest house on chargeable basis, as per the prevailing rules. The Owner shall not, however, guarantee the provision of land/accommodation.

O. Contractor's responsibility: The owner will apply for the necessary permission to CEA for commissioning of the Solar Project. However, the contractor shall assist the Owner in preparation of necessary drawings and documents. All other permissions & clearances as deemed required are to be taken by the Contractor. All the required fees including statutory fees, supervision charges etc. shall be paid / borne by the contractor.

P. Training: The contractor shall provide mandatory training for at least 5 (Five) days to the nominated personnel of DVC free of cost at the respective site or at the mutually agreed designated place on erection, testing, commissioning and PG Test of the Solar PV Plant before commencement of construction work at site. The contractor shall also provide mandatory training to the nominated personnel of DVC free of cost at the respective site for at least 1-week on best O&M practices of FSPV Plant before commencement of O&M period. Such training may include Classroom, case studies, hands on experience etc. as mutually agreed.

Expenses towards travel, lodging, and boarding for the nominated personnel of DVC shall be borne by DVC in case training is provided at any location other than project installation site.

Q. ADDITIONS / ALTERATIONS / MODIFICATIONS (Reference Clause no. 11 of GCC): shall be as per Clause no. 23 of optional terms & conditions of GCC.

R. INSURANCE (Reference Clause no. 9 of GCC): The Contractor shall at his own expense take out and maintain in effect or cause to be taken out and maintain in effect, during the performance of the Contract, the necessary insurance Policies as mentioned in Vol-II of this NIT documents. Upon grant of extension of time for completion by the Employer, the contractor shall promptly extend the insurance policies for the period of such extension.

S. LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORKS (Reference Clause no. 13 of GCC):

The time remains the essence of the Contract and all deliverables under the Contract needs to be completed within the stipulated time schedule. The Contractor shall commence work on the Facilities from the date of Letter of Award. The Contractor shall thereafter proceed with the Facilities in accordance with the time schedule specified in Time Schedule to the Contract Agreement.

In case of delay in total Completion period of 15(Fifteen) months for commissioning of the plant, for the reasons attributable to the contractor, DVC reserves the right to recover from the contractor, a sum equivalent to 0.5% of the value of the delayed work for each week of delay and part thereof subject to maximum of 5% of the total value of the order as Liquidated Damage (LD).

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

Alternatively, DVC reserves the right to purchase / outsourced the material/works / service from elsewhere at the sole risk and cost of the Contractor and recover all such extra cost incurred by DVC in procuring the material/ works/service.

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

In the event of recourse to above alternatives, DVC will have the right to re-purchase/ outsource the stores/works &service, to meet urgency in requirement caused by Contractor's failure to comply with the completion of the work, irrespective of the fact whether the materials/works/service are similar or not.

Contractor agrees and understands that it is very difficult to prove actual loss caused due to delay in execution of the works under the Tender and/or any Work Order/Contract awarded in terms of this Tender. Contractor therefore agrees and understands that the provisions relating to Liquidated Damages present in the Tender documents and/or GCC represent a genuine pre-estimate of loss and Employer shall not be required to prove actual loss for imposition of Liquidated Damages in accordance with the said provisions.

T. Security Deposit cum Performance Bank Guarantee (Reference Clause no. 14 of GCC): Shall be as per clause 20. of Volume-I of this NIT documents

U. CLARIFICATIONS ON BID DOCUMENTS (Reference Clause no. 5 of optional terms & conditions of GCC): Shall be as per clause 8.0 of VOL-I of this NIT documents.

V. AMENDMENT OF BIDDING DOCUMENTS (Reference Clause no. 6 of optional terms & conditions of GCC): Shall be as per clause 9.0 of VOL-I of this NIT documents.

W. PRICE BID EVALUATION PROCEDURE (Reference Clause no. 7 of optional terms & conditions of GCC): Shall be as clause 14.0 of VOL-I of this NIT documents.

X. MOBILIZATION ADVANCE/ADVANCE/OTHER ADVANCE
(Reference Clause no. 8 & 9 of optional terms & conditions of GCC): shall be as per Appendix-1 to the Form of Contract Agreement (Form No. 5 of VOL-I) of this NIT.

Y. ELIGIBILITY CRITERIA OF JOINT VENTURE/ASSOCIATES IN TURNKEY CONTRACT
(Reference Clause no. 13 of optional terms & conditions of GCC): As per Qualification Requirements mentioned in clause 3.0 of VOL-I of this NIT.

Z. SELECTION OF SUB VENDORS FOR TURNKEY CONTRACTS/PACKAGES (Reference Clause no. 14 of optional terms & conditions of GCC): shall be as per VOL –II of this NIT documents.

AA. <u>Location & site visit</u>: Location details have been provided in Vol-II of this Tender Documents. The Bidder at the Bidder's own responsibility, cost and risk shall inspect and examine the site and its surrounding, and shall satisfy themselves fully before submitting bids as to the form and nature of the site, the geological conditions decisive for the success of the project, the means of access to the site, the loading and unloading facilities etc. In general, the Bidders shall themselves obtain

all necessary information as to risks, contingencies, and other circumstances susceptible to influence or affect their bids.

Although certain information is provided in Scope of work of the VOL-II of this tender document, it should be checked by the Bidders, any neglect or failure to obtain or confirm such information will not relieve the Bidders from any liability or responsibilities to carry out the works according to the contract. DVC will assist the Bidders in obtaining the data required but will not assume responsibility either for the data obtained or for their completeness.

Bidders shall acquaint themselves on their own responsibility with laws and regulations in India under which the work is to be performed including those which may influence, in general or in detail, design, supply, transportation, erection, operation of the equipment and requirement of manpower. Any failure or neglect to do so will not absolve the potential Contractor from his contractual obligation.

It is specially emphasized that it shall be the responsibility of the Bidders to have themselves familiarized with the prevailing conditions and that no claim relating thereto for additional payment or adjustment of a Contract price will be acceptable after the submission of their Bid.

Without prejudice to the generality of the foregoing, Bidders are responsible for determining the presence of any shrubbery, vegetation, hindrance, dwelling, building, and/or structure on the site which may be required to be shifted/dismantled/cut during execution of the works prior to submitting their bid. The costs/expenses of such shifting/dismantling/cutting is required to be incorporated into the Bid Price. No adjustment/recovery/claim in respect of costs/expenses of such shifting/dismantling/cutting will be entertained after submission of bid.

Bidders are also expected to factor in the time required for any such shifting/dismantling/cutting on their ability to complete the works within the stipulated time.

AB. INTEREST: Contractor shall not be entitled to any pre-reference or pendente lite interest in respect of any claims made by it against Employer and/or payments made/to be made to it by Employer. Without prejudice to the generality of the foregoing, Contractor shall not be entitled to any interest on withheld amount, deducted amount, retention money, and/or amount withheld or deducted on account of statutory dues which Contractor is obligated to pay.

AC. **PAYMENTS ON TERMINATION**:

(A) Contractor agrees and understands that in the event of termination for employer's convenience under applicable clauses of GCC, Contractor shall not be entitled to any amounts (whether in the form of costs, reimbursements, or damages) in excess of the amounts stipulated in the applicable clauses of GCC.

(B) Contractor agrees and understands that in the event of termination for Contractor's default under applicable clauses of GCC, it shall be the duty of the Contractor to approach the Employer within the period as specified by the Employer, from date of termination with a detailed computation of their claims for reconciliation in order to determine the amounts, if any, to which Contractor is entitled. In the event the Contractor fails to do so, the Employer shall be entitled to proceed on the assumption that no sums are due to the Contractor.

A.D INDIRECT AND/OR CONSEQUENTIAL LOSSES/CLAIMS: Contractor understands and agrees that it will not be entitled to any indirect, remote, and/or consequential losses/claims (including, without limitation, loss of profits and/or loss of profitability) under any circumstances.

A.E SUB-CONTRACTORS AND LABOUR: Contractor undertakes to ensure that complete and timely payments are made to any Sub-Contractors/Labour Contractors/Labourers/Workers employed or engaged by the Contractor (whether directly or indirectly) and to maintain proper applicable statutory documentation and registers with respect to Labourers/Workers engaged by it (whether directly or indirectly). Contractor further agrees and understands that any Labour Contractor/person or organization engaged by Contractor for providing manpower or labour shall come within the ambit of provisions of the Tender documents/GCC relating to Sub-Letting/Sub-Contracting/Assignment.

A.F DOCUMENTS AND DRAWINGS: Contractor understands and agrees that it is solely responsible for submitting drawings/documents during the design & engineering phase which are in conformity with the Technical Specifications and/or Project Requirements. Any delay caused due to submission of non-conforming drawings or documents/incorporation of comments provided by DVC shall be solely attributable to Contractor and Contractor shall not be entitled to any relief in respect of such delay.

A.G INDEMNITY: Bidders/Contractor agree to indemnify and hold DVC harmless and its functionaries, officers, employees, and/or agents from any claims, losses, and/or expenses (including legal expenses) incurred by DVC in relation to any proceedings initiated by any third party before any forum relating to the eligibility of the Bidder/Contractor to participate in the Tender, the violation of contractual/quasi-contractual terms by the Bidder/Contractor, non-payment of statutory dues by Contractor, and/or any violation/non-observance of any applicable laws/rules/regulations/orders/directions by the Bidder/Contractor. Bidder/Contractor also agree that DVC will be entitled to adjust/recover any such amounts from Bid Security/Performance Security/Retention Amount/Withheld Amount and/or deduct such amounts from bills/monies payable to Contractor.

AH. Functional Guarantees / Annual CUF Guarantee, Liquidated Damages for Shortfall in Annual CUF and Incentives for excess Generation: Shall be as mentioned in the VOL-II of this NIT documents.

AI. WATER LEVEL AND DISCHARGE OF WATER: WATER LEVEL AND DISCHARGE OF WATER: Contractor agrees and understands that it is not possible for Employer to maintain/regulate the water levels in the Reservoir/Working Area/Dam and/or regulate the discharge of water from the dam. Contractor is required to make all design and engineering decisions accordingly.

A.J The following clause (9.3) to be read in conjunction with the existing entries under clause 9 (TRANSIT INSURANCE & REMOVAL OF REJECTED GOODS AND REPLACEMENT) of GCC

Insurance for EPC/Turnkey Contract/ Packages:

1). To the extent specified in **Appendix 3** (Insurance Requirements) to the Contract Agreement, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified in the said Appendix. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, who should not unreasonably withhold such approval.

(a) Cargo Insurance During Transport:

Covering loss or damage occurring while in transit from the Contractor's or Subcontractor's works or stores until arrival at the Site, to the Plant and Equipment (including spare parts therefor) and to the Contractor's Equipment.

(b) Installation All Risks Insurance:
Covering physical loss or damage to the Facilities at the Site, occurring prior to Completion of the Facilities, with extended maintenance coverage for the Contractor's liability in respect of any loss or damage occurring during the Defect Liability Period while the Contractor is on the Site for the purpose of performing its obligations during the Defect Liability Period.

(c) Third Party Liability Insurance:
Covering bodily injury or death suffered by third parties (including the Employer's personnel) and loss of or damage to property occurring in connection with the supply and installation of the Facilities.

(d) **Automobile Liability Insurance:**
Covering use of all vehicles used by the Contractor or its Subcontractors (whether or not owned by them) in connection with the execution of the Contract.

(e)**Workers' Compensation:**
In accordance with the statutory requirements applicable in any country where the Contract or any part thereof is executed.

(f) **Employer's Liability:**
In accordance with the statutory requirements applicable in any country where the Contract or any part thereof is executed.

(g) **Other Insurances:**
Such other insurances as may be specifically agreed upon by the parties hereto as listed in the said **Appendix 3.**

2). The Employer shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to GCC Clause 9.3(1), except for the Third Party Liability, Workers' Compensation and Employer's Liability Insurances, and the Contractor's Subcontractors shall be named as co-insureds under all insurance policies taken out by the Contractor pursuant to GCC Clause 9.3(1) except for the Cargo Insurance During Transport, Workers' Compensation and Employer's Liability Insurances. All insurer's rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Contract shall be waived under such policies.

3). The Contractor shall, in accordance with the provisions of Appendix 3 (Insurance Requirements) to the Contract Agreement, deliver to the Employer certificates of insurance (or copies of the insurance policies) as evidence that the required policies are in full force and effect. The certificates shall provide that no less than twenty-one (21) days' notice shall be given to the Employer by insurers prior to cancellation or material modification of a policy.

4). The Contractor shall ensure that, where applicable, its Subcontractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Subcontractors are covered by the policies taken out by the Contractor.

5). The Employer shall at its expense take out and maintain in effect during the performance of the Contract those insurances specified in Appendix 3 (Insurance Requirements) to the Contract Agreement.

6). If the Contractor fails to take out and/or maintain in effect the insurances referred to in GCC Clause 9.3(1), the Employer may take out and maintain in effect any such insurances and may from time to time deduct from any amount due the Contractor under the Contract any premium that the Employer shall have paid to the insurer, or may otherwise recover such amount as a debt due from the Contractor. If the Employer fails to take out and/or maintain in effect the insurances referred to in GCC Clause 9(5), the Contractor may take out and maintain in effect any such insurances and may from time to time deduct from any amount due the Employer under the Contract any premium that the Contractor shall have paid to the insurer, or may otherwise recover such amount as a debt due from the Employer. If the Contractor fails to or is unable to take out and maintain in effect any such insurances, the Contractor shall nevertheless have no liability or responsibility towards the Employer, and the Contractor shall have full recourse against the Employer for any and all liabilities of the Employer herein.

7). Unless otherwise provided in the Contract, the Contractor shall prepare and conduct all and any claims made under the policies effected by it pursuant to this GCC Clause 9.3(1) to 9.3(8), and all monies payable by any insurers shall be paid to the Contractor as per the procedure outlined in GCC Clause 9.3(8) below. The Employer shall give to the Contractor all such reasonable assistance as may be required by the Contractor. With respect to insurance claims in which the Employer's interest is involved, the Contractor shall not give any release or make any compromise with the insurer without the prior written consent of the Employer. With respect to insurance claims in which the Contractor's interest is involved, the Employer shall not give any release or make any compromise with the insurer without the prior written consent of the Contractor.

8. **(i) Wherever total damages/loss of equipment/material, would occur, the Contractor will be entitled to payment of all payments received from the underwriters except the following amounts:**

(a) The amount paid to the Contractor under the Contract in respect of equipment/material damaged/lost (excluding the pro-rata initial advance) but including the entire amount of escalation, if any, already paid to the Contractor.

(b) Taxes and duties which have already been paid by the Employer.

In the event the claim money settled, is less than the total of the amount in (a) & (b) above, then the entire claim money settled will be retained by the Employer and the Contractor will forthwith pay the Employer the short fall amount between the claim money and the total of amounts as per a & b mentioned above.

Subsequent payments, if any, due under the Contract shall be regulated by the relevant terms of payment.

(i) In case of damage to any equipment/material during any stage, the Contractor upon rectification of the damaged equipment to the satisfaction of the Employer shall be paid to the extent of full claims settled by the underwriters.

A.K BAR ON ESCALATION, OVERSTAY, OVERHEAD ETC. AND OTHER SIMILAR CLAIMS: Contractor shall not be entitled to any amounts as escalation costs, overstay costs, overhead costs, or any other costs, expenses, losses, and/or damages (by whatever name and/or description called) arising out of or related to any delay in the completion of the works regardless of whether such delay is attributable to the Contractor or Employer. The same shall operate as a negative covenant for the entirety of the actual period taken for completion of the works (including, without limitation, the original contractual completion period and any extensions thereof).

A.L TIME EXTENSIONS & APPORTIONMENT OF DELAY: DVC may grant Provisional Time Extensions/Time Extensions while reserving right of DVC to impose Liquidated Damages to the Contractor if the works are not completed/not likely to be completed by the scheduled completion date/extended completion date. Such Provisional Time Extensions//Time Extensions while reserving right of DVC to impose Liquidated Damages shall not be construed as evidence of any delay being attributable to DVC and shall not prejudice DVC's right to levy Liquidated Damages on the Contractor for delay attributable to it. Contractor further agrees and understands that given the nature of the Contract, DVC will generally only be able to begin the exercise for apportionment of delay after the completion of the works under the Contract.

A.M Clause no 20 of optional terms & conditions of contract (SETTLEMENT OF DISPUTES & ARBITRATION) of GCC shall be read as **SETTLEMENT OF DISPUTES** as elaborated below:

20. **Settlement of Disputes**:

20.1 Any disputes, differences, or controversies between the Parties shall be resolved through the following modes of dispute resolution in the matter set out hereunder:

(i) Mutual Consultation between the Parties;
(ii) Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD);
(iii) Dispute Avoidance Mechanism through Independent Engineer (IE); and/or
(iv) Conciliation Committee of Independent Experts (CCIE).

20.2. Any dispute, difference, or controversy between the Parties shall be resolved, at the first instance, through Mutual Consultation between the Parties in the manner set out hereunder:

If the Executing Department and the Contractor fails to resolve the dispute, difference, or controversy, then the Contractor shall refer the dispute in writing for settlement of such dispute or difference through Mutual Consultation to the concerned Head of Project of DVC (in case of tender issued from site)/concerned GM/SGM/CGM/ED of executing department (in case of tender issued from H/Q).

The concerned Head of Project of DVC (in case of tender issued from site) / concerned GM/SGM/CGM/ED of executing department (in case of tender issued from H/Q) shall send a communication within 7 working days thereby inviting the Contractor to depute a team of their representatives to interact with GM/SGM/CGM/ED (C&M)-HQ.

GM/SGM/CGM/ED (C&M)-HQ will obtain the details and examine the correspondence of either parties relating to disputes, normally within 10 days. They may hold discussions with the team of Contractor and Head of Project of DVC or his authorized representative (in case of tender issued from site) / concerned GM/SGM/CGM of executing department (in case of tender issued from H/Q) to crystallize the issues; prepare the agenda containing the gist on each dispute and the matter then be referred to the ED level standing Committee of DVC comprising of concerned ED of the user Department, ED (C&M), and ED (Finance) for amicable settlement of disputes with the Contractor with ED (C&M) being the Convener and ED of the User Department being the Chairman of the committee.

The recommendations of the Committee shall be put up to Chairman, DVC for settlement of the dispute with the Chairman /CMD of the Contractor.

20.3 In the event such dispute, difference, or controversy cannot be settled through Mutual Consultation as set out above, the following procedure shall be followed for settlement of such dispute, difference, or controversy:

20.3.1 If the Contractor is a Central Public Sector Enterprise (CPSE)/Port Trust/Government Department or Organization (Central or State), such dispute, difference, or controversy shall be resolved through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No 05/003/2019-FTS-10937 dt. 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both parties. However, disputes relating to Railways, Income Tax, or Excise and Customs Departments shall not be resolved through AMRCD.

20.3.2 If the Contractor/dispute is not covered under Clause 20.3.1, such dispute, difference, or controversy shall be resolved in the following manner:

20.3.2.1 The dispute, difference, or controversy shall be resolved through reference to the Independent Engineer (IE) selected in accordance with Clause 20.4 and the said Independent Engineer (IE) shall resolve the dispute in terms of Ministry of Power OM No. 15-18/1/2020-HYDEL-II(MoP) dt. 27/09/21 as clarified/amended by Ministry of Power OM No. 15-18/1/2020-HYDEL-II (MOP) dt. 18/10/2023 (including any other guidelines/SOPs issued by the appropriate authorities in this regard).

20.3.2.2 In the event either Party is aggrieved by the decision of the Independent Engineer (IE), the matter may be referred to the Conciliation Committee of Independent Experts (CCIE) in accordance with the procedure laid down in Ministry of Power OM No. F. No 11/22/2021-Th.II dt. 29/12./21 as amended/clarified by OM No. F. No 11/22/2021-Th.II dt. 18/10/23. However, neither party shall be entitled to proceed to arbitration in the event of failure to settle the dispute, difference, or controversy through the CCIE mechanism. Further, the expenses of the CCIE process (including fees and expenses of CCIE members) shall be shared by the Parties equally.

20.4 The Parties shall agree on the appointment of an Independent Engineer (IE) from the Panel maintained by the Ministry of Power at the time of Award of Contract or reasonably soon thereafter. However, if the Parties are unable to agree on such appointment, DVC shall select the Independent Engineer (IE) from the Panel maintained by the Ministry of Power. All other aspects relating to the appointment, selection. removal, and payment of the Independent Engineer (IE) shall be as per Ministry of Power OM No. 15-18/1/2020-HYDEL-II(MoP) dt. 27/09/21.

20.5 Subject to the provisions of the preceding sub-clauses, the competent courts having jurisdiction over the headquarters of DVC at Kolkata shall have sole and exclusive jurisdiction over all disputes, differences, or controversies between the Parties.

20.6 Notwithstanding anything contained in the preceding sub-clauses,

20.6.1 The dispute resolution methods specified in Sub-Clause 20.3 shall be governed as per the latest Office Memorandums/Guidelines/Clarifications issued by the appropriate authorities from time to time. In case of any dispute regarding the applicability of any Office Memorandum/Guidelines/Clarifications pertaining to any of the dispute resolution methods mentioned in Sub-Clause 20.3, the decision of DVC shall be final and binding.

20.6.2 The Parties may, by an agreement in writing, alter the order in which the different dispute resolution methods referred to in Clause 20.3 may be resorted to and/or decide to have any dispute, difference, or controversy heard and adjudicated by a particular forum/court to the exclusion of other forums.

A.N Any provisions as contained in the O.M dated 10.03.2021 issued by MNRE on the subject "Approved Models and Manufacturers of Solar Photovoltaic Modules (requirement of compulsory registration) Order, 2019 -Implementation-Reg." and its subsequent amendments and clarifications, shall be applicable for this tender. The Cells and Modules used in this tender shall be sourced only from the Models and Manufacturers included in the List-I (Solar PV Modules) of ALMM Order, Annexure-I of the OM, issued by MNRE on 21.04.2025. The modules

to be supplied under this tender shall be from the List-I of the ALMM order applicable on the date of invoicing of such modules. Bidders shall also provide a disclosure regarding that they are aware of binding provisions of the ALMM order (List-I) and the list(s) thereunder, while quoting for the tender.

28.0 Deleted

29.0 CONTRACTORS PERFORMANCE EVALUATION

In order to have smooth progress of the work, there is a need for contractors who will execute the job in time and as per stipulated specification quality in the Contract. In order to ensure the same, a standard evaluation format has been framed. The Project Manager/ Engineer In charge (EIC) of DVC will fill in the details as per format enclosed, which is to be signed by the authorized representative of the Contractor (owner/proprietor/site in charge). If the contractor refuses to sign, the evaluation of engineer in charge will be final. The performance rating as emerged out will be kept in the system.

In case Performance Rating obtained above is 'Unsatisfactory', twice consecutively, the Contractor shall not be recommended for issue of tender enquiry for a period as deemed fit not more than 2 years.

30.0 Disqualification

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

1. Made misleading or false representations in the forms, statements, affidavits, and attachments submitted in proof of the qualification requirements; and/ or.

2. Records of poor performance during the last five years across DVC, as on the date of publication of NIT, 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.

3. On account of currency of extant debarment Policy of DVC.

ANNEXURE-1

LIST OF SCHEDULED COMMERCIAL BANKS AS PER RBI (SOURCE RBI WEBSITE)

A. List of Scheduled Public Sector Banks:

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

B. List of Scheduled Private Sector Banks

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. Induslnd 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.

C. List of Scheduled Small Finance Banks

1. Au Small Finance Bank Limited
2. Capital Small Finance Bank Limited

3. Equitas Small Finance Bank Limited
4. Suryoday Small Finance Bank Limited
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

D. Limited List of Scheduled Payments Banks

1. India Post Payments Bank Limited
2. Fino Payments Bank Limited
3. Paytm Payments Bank Limited

E. List of Scheduled Foreign Banks in India

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
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.
43. J.P. Morgan Chase Bank N.A.
44. SBM Bank (India) Limited*
45. DBS Bank India Limited*
46. Bank of China Ltd.

[* Note: SBM Bank (India) Limited (Subsidiary of SBM Group) and DBS Bank India Limited (Subsidiary of DBS Bank Ltd.) have been issued licence on December 06, 2017 and October 04, 2018 respectively for carrying on banking business in India through Wholly Owned Subsidiary (WOS) mode. They have commenced operations as WOS with effect from December 01, 2018 and March 01, 2019.]

FORM NO 1. LETTER OF BID

To,
The ……..,

Sub:……..,

Ref: NIT No: ……... &

Dear Sirs,

We offer our Bid No. …….. dated ……. to perform the job 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 EMD being submitted by us has been furnished by us online.

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, Authorized person of bidder,

OR, DSC Holder bidding online with authorization from bidder)

1. **Name of Authorized Signatory**

2. **Type of Authorization**

3. **Name of the Bidder**

4. Address

5. E-Mail Address

6. Mobile Number

7. FAX Number

8. Telephone Number

9. Place

10. Date

FORM NO. 2. BID SECURITY- BANK GUARANTEE FORM

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

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

To,
***DAMODAR VALLEY CORPORATION** **BG No.:**
DVC TOWERS: VIP ROAD **Date:**
KOLKATA-54

Dear Sir.

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

"……"

It is a condition in the tender documents that the tenderer has to deposit Earnest Money amounting to Rs. …… in respect to the tender, with Damodar Valley Corporation (*) (hereinafter referred to as "Corporation") by a Bank Guarantee from a Nationalized Bank/ Schedule Bank/Foreign Bank irrevocable and operative till 45(forty-five) days beyond the final bid validity period the validity of the offer (i.e. 180 days from the date of techno-commercial bid opening) for the like amount which amount is likely to be forfeited on the happening of contingencies mentioned in the tender documents.

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

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

We, the aforesaid bank, further agree that the Corporation shall be the sole judge of and as to whether the tenderer has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation on account thereof to the extent of the Earnest Money required to be deposited by the Tenderer in respect of the said Tender Document and the decision of the Corporation that the Tender has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation shall be final and binding on us.

We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the Corporation and it is further declared that it shall not be necessary for the Corporation to proceed against the Tenderer before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the Corporation may have obtained or shall be obtained from the Tenderer at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.

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

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

Date …… (Signature) ……

Place …… (Printed Name) ……

(Designation) ……..

(Bank's common seal) ……

In presence of:

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

(1) _____
(2) _____

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

FORM NO. 3: FORM OF EXTENSION OF BANK GURANTEE

Ref. No. : Date…….

To,

*Damodar Valley Corporation,

Sub : Extension of Bank Guarantee No. _____ Dated _____ for Rs. ……. Favouring yourselves, expiring on …… on account of M/s …….. in respect of NIT/LOA, etc……Dated…….
(Hereinafter called original Bank Guarantee)

Dear Sirs,

At the request of M/s…… , We…… Bank Branch Office at ……and having its head office at ……do hereby extend the validity of the above mentioned Bank Guarantee No…… dated …… by another …….. months/years and will now expire on …… with claim period upto …….

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

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

Yours faithfully,

for…….

Manager/Agent/Accountant

Dated…….

SEAL OF BANK

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

The non-judicial stamp paper should be in the name of issuing Bank.

FORM NO. 4 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/initialed by the executant, and last page is signed will full particulars as required in the DVC 's standard proforma of BG and under the seal of the Bank?		
2.(c)	Is BG no. and date mentioned on all pages of the BG?		
2.(d)	Does the last page of the BG carry the signatures of two witnesses alongside the signature of the executing Bank Manager?		
3.(a)	Is the BG on non-judicial stamp paper of appropriate value?		
3.(b)	Is the date of sale of non-judicial stamp paper is issued not more than six months prior to the date of execution of BG?		
4.(a)	Are the factual details such has Bid Specification No./NIT No./ LOA No., contract price, etc. correct.?		
4.(b)	Whether overwriting/cutting if any on the BG authenticated under signature & seal of executants?		
5.	Is the amount and validity of BG in line with contract provisions?		
6.	Is the foreign bank guarantee, confirmed by a Nationalized/ Scheduled bank in India (as applicable)?		
7.	Whether the BG has been issued by a Nationalized Bank/Non-Nationalized Bank acceptable to DVC/Scheduled Bank in India (the applicability of the bank should be in line with the provisions of bidding documents? (On non-judicial stamp paper of appropriate value to be purchased in the name of the Bank).		

(B) INSTRUCTION FOR FURNISHING BANK GUARANTEE :

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

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

Project	Bank Name	Branch Name	Account No.	IFSC Code
Head Quarter, Kolkata	PUNJAB NATIONAL BANK	Manicktala, Kolkata	0082250010682	PUNB0008220

2. The Executor (Bank authorities) may mention the Power of Attorney No. and date of execution in his/her favour with authorization to sign the documents.

   The Power of Attorney is to be witnessed by two persons mentioning their full name and address.

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

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

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

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

7. The contents of the B.G. shall be strictly as Proforma prescribed by D.V.C. in line With NIT/LOA etc. and must contain all factual details.

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

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

10. B.G. must be furnished within the stipulated period as mentioned in NIT/LOA etc.

11. Issuing Bank/The Contractor are requested to mention the NIT/LOA etc. reference along with the B.G. No. for making any future queries to D.V.C.

FORM NO 5. POWER OF ATTORNEY

ON NON-JUDICIAL STAMP PAPER (minimum value of Rs.10).

TO WHOM IT MAY CONCERN

This is to certify that ……..(Name of DSC Holder) of M/s ……(Name of participating Firm / Company) has the authority to sign the bids using his digital signature and any document (s) in hardcopy pertaining to DVC Tender No. …….. dated …….. using his official usual signature and the bid shall be binding upon us during the full period of its validity.

Signature of <Name of DSC Holder> is duly attested hereunder.

Thanking you

Yours faithfully

……..

<Signature of the Attesting Authority of the Company>

Signature of <Name of DSC Holder> **of M/s** <Name of participating Firm / Company>

Attested by <Name of Attesting Authority>

……

……

Stamp

Notarized by

……

……

Stamp

Form No 6 : 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 for supply / works / services of ……. against NIT no. …… dated …… vide Bid ID ……

2. All declaration 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 of ……. year/s, effective from …….. to …….

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

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

OR

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

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

Signature of the Tenderer
Dated:

Signature and Seal of Notary

FORM NO 7. Form for Acceptance of On Line Reverse Auction / Bidding

(Not Applicable)

FORM NO 8. DETAILS OF BANKER FOR MAKING PAYMENT THROUGH RTGS/NEFT (To be submitted on Bidder's Letter Head)

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)

FORM NO. 9: SECURITY DEPOSIT-CUM- PERFORMANCE BANK GUARANTEE FORM

PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE
(To be stamped in accordance with Stamp Act, if any, of the country of Issuing Bank, on non-judicial stamp paper of appropriate value to be purchased in the name of executing Bank)

Ref……
Bank Guarantee No……
Date…….

To
Damodar valley Corporation
DVC Towers,VIP Road,Kolktata-700054

Dear Sir,

In consideration of the Damodar Valley Corporation, a corporation constituted and established under the Damodar Valley Corporation Act being Act No. XIV of 1948 and having its Headquarters at DVC Towers, VIP Road,Kolktata-700054, (hereinafter referred to as the 'Corporation' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s .....(Contractor's name)….with its Registered/Head Office at …….. (hereinafter referred to as the ' Contractor' which expression shall unless repugnant to the context or meaning thereof, includes its successors, administrators, executors & assigns), a Contract by issue of Corporation's *Purchase Order/Notice of Acceptance/Letter of Acceptance/Work Order No. …….. dated …… and the same having been unequivocally accepted by the 'Contractor' resulting into a 'Contract' valued at ……for…..(Name and description of the work/material)……(herein after referred to as the 'Contract')… and the 'Contractor' having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire contract equivalent to ……(BG value)……being …… % of the Contract price to the Corporation.

We, ……(Name & Address of Bank)…… having its Head Office at…… (hereinafter referred to as the 'Bank' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors & assigns), do hereby guarantee and undertake to pay the Corporation, on demand, any and all monies payable by the Contractor to the extent of ……(BG value)…… as aforesaid at any time up to ……(@days/months/years)……..unconditionally, and without any demur, reservation, contest, recourse or protest and without any reference to the Contractor. Any such demand made by the Corporation on the Bank shall be conclusive and binding notwithstanding any difference between the Corporation and Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Corporation and further agrees that the guarantees herein contained shall be enforceable till the Corporation discharges this Guarantee.

The Corporation shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Corporation shall have the fullest liberty, without affecting this guarantee to

postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or forbear to enforce any covenants, contained or implied in the contract between the Corporation and the Contractor or any other course of remedy or security available to the Corporation. The Bank shall not be released of its obligations under these presents by any exercise by the Corporation of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of commission or omission on the part of the Corporation or any other indulgence shown by the Corporation or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Corporation at its option shall be entitled to enforce this guarantee against the bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Corporation may have in relation to the Contractor's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to ……(BG Value)…….and i t shall remain in force up to and including…….(@days/months/years) and shall be extended from time to time for such period as may be desired by ……(Contractor's Name)……on whose behalf this guarantee has been given.

Dated this …….day of -------(YYYY) at ……(Place)……

(SIGNATURE) ……..……..
(NAME) ……..

(DESIGNATION WITH BANK STAMP)

Attorney as per Power of Attorney no…….
DATED ……..……..

In presence of

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

1) …….
…….....

2) …….
…….....

*Mention the relevant along with reference number.

@This date shall be up to the validity up to 60(sixty) days beyond the end of the total comprehensive maintenance contract as specified in the Contract"

Each page of the B.G. to be signed by the executant with common Bank stamp and date.

FORM NO. 10: FORM OF CONTRACT AGREEMENT

This CONTRACT AGREEMENT is made on the …… day of ……..20…..

BETWEEN

(1) DAMODAR VALLEY CORPORATION (Established by the ACT XIV of 1948) a corporation incorporated under the laws of INDIA and having its head office at DVC TOWERS, VIP ROAD, KOLKATA- 700054, INDIA (hereinafter called "the Employer" or “DVC” which expressions shall unless repugnant to the context or meaning thereof, includes its administrators, successors, executors and assigns) of the one part,

and

(2) [name of Contractor], a company/corporation incorporated under the laws of [country of Contractor] and having its principal place of business at [address of Contractor] (hereinafter called "the Contractor" which expressions shall unless repugnant to the context or meaning thereof, includes its administrators, successors, executors and assigns) of the other part.

WHEREAS the Employer desires to engage the Contractor for the Supply of Services under the above-named Contract and the Contractor have agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

Article 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 and the Appendices hereto

(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 & Amendment/Corrigendum/etc of NIT.

(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.

1.3 Definitions : Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions of Contract /NIT/Special Conditions of Contract.

Article 2:- Contract Price and Terms of Payment:

2.1 Contract Price: The Employer hereby agrees to pay to the Contractor the Contract Price in

consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be [amount in in words and figures], or such other sums as may be determined in accordance with the terms and conditions of the Contract.

2.2 Terms of Payment: The terms and procedures of payment according to which the Employer will pay/reimburse the Contractor are given in Appendix 1 (Terms and Procedures of Payment) hereto.

Article 3:- Effective Date for determining the time Period of the Contract:

3.1 Effective Date: The Effective Date for determining the time Period of the Contract shall be determined from the date of Letter of Award i.e LOA date (Zero date).

Article 4:- It is expressly understood and agreed by and between the Contractor and the Employer that the Employer is entering into this Agreement solely on its own behalf and not on behalf of any other person or entity. In particular it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the Employer is an Independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and the general principles of Contract Law. The Contractor expressly agrees, acknowledges and understands that the Employer is not an Agent, Representative or Delegate of the Govt. of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, the Contractor expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this Contract and covenants not to sue the Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this Agreement.

Article 5:- Appendices: The Appendices listed in the attached list of Appendices shall be deemed to form an integral part of this Contract Agreement. Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

IN WITNESS WHEREOF the Employer and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by for and on behalf of the Employer

[Signature]

[Title]

in the presence of

Signed by for and on behalf of the Contractor

[Signature]

[Title]

in the presence of

CONTRACT AGREEMENT

dated the……day of……., 20_

BETWEEN

["the Employer"]

and

["the Contractor"]

APPENDICES

Appendix 1 Terms and Procedures of Payment

APPENDIX – 1

TERMS AND PROCEDURES OF PAYMENT

A) TERMS OF PAYMENT:

1. **The Payment Terms for Supply of Plant and Equipment and Mandatory Spares under the Supply Contract (i.e. First Contract) shall be made as per the following terms and conditions:**

1.1 Payment Terms for Supply of Plant and Equipment shall be as below:

1.1.1 If the Contractor wishes to take the advance against the Supply of Plant and Equipment, the advance payment shall be given as Interest free advance payment on fulfilling the following Conditions: -

(i) Acceptance of Letter of Awards (LOAs) and Signing of the Contract Agreements.
(ii) Submission of unconditional Bank Guarantees towards Performance Security as specified in the Contracts. The proforma of Bank Guarantees is enclosed as Form No. 9 of VOL-I of this NIT, from any Nationalized / Scheduled Bank (as per the list provided in Annexure-1 of VOL-I of this NIT).
(iii) In case Joint Deed of Undertaking by the "Contractor along with his associate" / "Promoter Company of JVC" form part of the Contracts, then, submission of an unconditional Bank Guarantee from such "associate" /each "Promoter Company of JVC" towards faithful performance of the Joint Deed of Undertaking for amount as specified in the Contracts. The proforma of Bank Guarantee is enclosed as Form No. 17 of VOL-I of this NIT, from any Nationalized / Scheduled Bank (as per the list provided in Annexure-1 of VOL-I of this NIT).
(iv) Submission of an unconditional Bank Guarantee covering 110% of the advance amount which shall be kept valid up to 90 (ninety) days beyond the schedule date of successful Commissioning of the Project under the contract. However, in case of delay in completion, the validity of this Bank Guarantee shall be extended by the period of such delay. The proforma of Bank Guarantee is enclosed as Form No. 12 of VOL-I of this NIT, from any Nationalized / Scheduled Bank (as per the list provided in Annexure-1 of VOL-I of this NIT).
(v) Submission of a detailed work schedule & mobilization schedule and its approval by the Employer.

Note:

a) **If the contractor fails to complete the dispatches for the project till the date of actual completion of supplies as per the agreed schedule, then the advance paid for such delayed supplies shall become interest bearing from the actual date of release of advance payment.**
b) The amount of interest to be recovered from a particular bill shall be calculated as per prevailing SBI base rate plus 3.5% on the value of advance corresponding to the percentage (%) of total progressive payment being released the period for which the interest is to be calculated shall be reckoned from the date of release of the advance

payment to the actual date of release of the said progressive payment or the expiry of the stipulated time frame for release of such progressive payments under the contract, whichever is earlier. If the amount payable under any interim bill is not sufficient to cover all deductions to be made for interest on the advance payment and other sums deductible there from, the balance outstanding shall be recovered from the next payments immediately falling due.

c) The advance payment should be fully adjusted/recovered within the original Contractual commissioning period. If any amount of the advance payment is not adjusted within the original Contractual commissioning period, then the same shall be recovered from the next payments immediately falling due.

The Payment Terms for the Interest free Advance Payment shall be as below: -

(i) Ten (10%) of the total Contract price of Plant and Equipment (excluding Mandatory Spares) as Interest free Advance Payment on fulfilling of the Clause No.1.1.1 above.

(ii) Fifty-Five (55%) of the price component of each identified equipment (excluding Mandatory Spares) upon dispatch of equipment on pro-rata basis and on production of invoices and satisfactory evidence of shipment which shall be original Good Receipt/Rail Receipt including Material Dispatch Clearance Certificate (MDCC) issued by the Employer.

(iii) Fifteen (15%) of the price component of each identified equipment (excluding Mandatory Spares) on receipt of equipment at Site and physical verification and acceptance of equipment received & stored at site (i.e. issuance of MRC by the Employer).

(iv) Five percent (5%) of the price component of the Contract price for each identified equipment (excluding Mandatory Spares) against successful erection, testing and commissioning of equipment on pro rata basis.

(v) Five percent (5%) of the total Contract price of Plant and Equipment (excluding Mandatory Spares) against Operational Acceptance of the entire SPV Plant Facility pursuant to successful PR Guarantee Test and demonstration of Performance Ratio (PR), as specified, and issuance of Operational Acceptance Certificate by the Employer including submission of O&M manual.

(vi) Final Ten percent (10%) of the total Contract price of Plant and Equipment (excluding Mandatory Spares) against completion of facilities and after successful demonstration of Annual CUF Guarantee of entire SPV Plant as specified (i.e. after 1st year). In case the contractor wishes to take the final ten percent (10%) before successful demonstration of Annual CUF Guarantee, the same will be paid against submission of the BG of the equivalent amount and this BG shall be valid for a period of 18 (Eighteen) months from the date of its issuance & will be released after successful demonstration of Annual CUF Guarantee, pursuant to the submission of all requisite documentation, all as-built drawings up to the final acceptance of the Plant facilities. However, in case of any delay, the BG shall be extended suitably.

Note: The basis for the pro-rata payment at (ii), (iii) & (iv) above shall be the detailed Price/Billing Break-up (BBU) furnished by the Contractor and approved by the Employer after the award of contract.

1.1.2 **If the contractor decides not to take interest free advance payment, the payment terms shall be as below on fulfilling the clause 1.1.1 (i), 1.1.1 (ii), "1.1.1 (iii) - if applicable" & 1.1.1 (v) above.**

(i) Sixty-Five (65%) of the price component of each identified equipment (excluding Mandatory Spares) upon dispatch of equipment on pro-rata basis and on production of invoices and satisfactory evidence of shipment which shall be original Good Receipt/Rail Receipt including Material Dispatch Clearance Certificate (MDCC) issued by the Employer.

(ii) Fifteen (15%) of the price component of each identified equipment (excluding Mandatory Spares) on receipt of equipment at Site and physical verification and acceptance of equipment received & stored at site (i.e. issuance of MRC by the Employer).

(iii) Five percent (5%) of the price component of the Contract price for each identified equipment (excluding Mandatory Spares) against successful erection, testing and commissioning of equipment on pro rata basis.

(iv) Five percent (5%) of the total Contract price of Plant and Equipment (excluding Mandatory Spares) against Operational Acceptance of the entire SPV Plant Facility pursuant to successful PR Guarantee Test and demonstration of Performance Ratio (PR), as specified, and issuance of Operational Acceptance Certificate by the Employer including submission of O&M manual.

(v) Final Ten percent (10%) of the total Contract price of Plant and Equipment (excluding Mandatory Spares) against completion of facilities and after successful demonstration of Annual CUF Guarantee of entire SPV Plant as specified (i.e. after 1st year). In case the contractor wishes to take the final ten percent (10%) before successful demonstration of Annual CUF Guarantee, the same will be paid against submission of the BG of the equivalent amount and this BG shall be valid for a period of 18 (Eighteen) months from the date of its issuance & will be released after successful demonstration of Annual CUF Guarantee, pursuant to the submission of all requisite documentation, all as-built drawings up to the final acceptance of the Plant facilities. However, in case of any delay, the BG shall be extended suitably.

Note: The basis for the pro-rata payment at (ii), (iii) & (iv) above shall be the detailed Price/Billing Break-up (BBU) furnished by the Contractor and approved by the Employer after the award of contract.

1.2 Payment Terms for Supply of Mandatory Spares shall be as below –

(i) Seventy Five percent (75%) of the price component for each identified Mandatory spares will be paid upon dispatch on pro-rata basis and on production of invoices and satisfactory evidence of shipment which shall be original Good Receipt/Rail Receipt including Material Dispatch Clearance Certificate (MDCC) issued by the Employer and on receipt and acceptance of spares at site.

(ii) Twenty Five percent (25%) of the price component for each identified Mandatory spares will be paid on pro-rata basis on receipt and storage at site and on physical verifications and certification by the Engineer-in-Charge for the spares received and stored at site.

2. The Payment Terms under the Services Contract (i.e. Second Contract) shall be made as per the following: -

2.1 The payment for Design, Engineering, Erection, Testing and Commissioning including Performance Testing of Plant and Equipment, the payment shall be made as detailed below: -

(i) Eighty Percent (80%) will be paid on pro-rata basis on fulfilling the clause 1.1.1 a) (i), a) (ii), "a) (iii)-if applicable" & a) (v) above and on completion of installation of equipment on certification by the Engineer-In-Charge/ Project Manager for the quantum of work completed after successful clearance of quality check points involved in the quantum of work billed.

(ii) Ten Percent (10%) will be paid on pro rata basis against Operational Acceptance of the entire SPV Plant Facility pursuant to successful PR Guarantee Test and demonstration of Performance Ratio (PR), as specified, and issuance of Operational Acceptance Certificate by the Employer including submission of O&M manual.

(iii) Final Ten percent (10%) of the total Contract price of Plant and Equipment (excluding Mandatory Spares) against completion of facilities and after successful demonstration of Annual CUF Guarantee of entire SPV Plant as specified (i.e. after 1st year). In case the contractor wishes to take the final ten percent (10%) before successful demonstration of Annual CUF Guarantee, the same will be paid against submission of the BG of the equivalent amount and this BG shall be valid for a period of 18 (Eighteen) months from the date of its issuance & will be released after successful demonstration of Annual CUF Guarantee, pursuant to the submission of all requisite documentation, all as-built drawings up to the final acceptance of the Plant facilities. However, in case of any delay, the BG shall be extended suitably.

Note: The basis for the pro-rata payment at (i) & (ii) above shall be the detailed Price/Billing Break-up (BBU) furnished by the Contractor and approved by the Employer after the award of contract.

2.2 The payment for Civil & Allied works, the payment shall be made as detailed below:

(i) Eighty Percent (80%) will be paid progressively on fulfilling the clause 1.1.1 a) (i), a) (ii), "a) (iii)-if applicable" & a) (v) above and on certification by the Project Manager/ Engineer In - Charge for the quantum of work completed/ Milestones achieved after successful clearance of quality check points involved in the quantum of work.

(ii) Ten Percent (10%) will be paid on pro rata basis against Operational Acceptance of the entire SPV Plant Facility pursuant to successful PR Guarantee Test and demonstration of Performance Ratio (PR), as specified, and issuance of Operational Acceptance Certificate by the Employer including submission of O&M manual.

(iii) Final Ten percent (10%) of the total Contract price of Plant and Equipment (excluding Mandatory Spares) against completion of facilities and after successful demonstration of

Annual CUF Guarantee of entire SPV Plant as specified (i.e. after 1st year). In case the contractor wishes to take the final ten percent (10%) before successful demonstration of Annual CUF Guarantee, the same will be paid against submission of the BG of the equivalent amount and this BG shall be valid for a period of 18 (Eighteen) months from the date of its issuance & will be released after successful demonstration of Annual CUF Guarantee, pursuant to the submission of all requisite documentation, all as-built drawings up to the final acceptance of the Plant facilities. However, in case of any delay, the BG shall be extended suitably.

Note: The basis for the pro-rata payment at at (i) & (ii) above shall be the detailed Price/Billing Break-up (BBU) furnished by the Contractor and approved by the Employer after the award of contract.

2.3 The payment for Freight & Insurance (including inland transit insurance charges, loading, unloading, storage of materials & equipment, handling at site) of Plant & Equipment and Mandatory Spares shall be made as per the following terms and conditions:

One Hundred Percent (100%) Freight & Insurance (including inland transit insurance charges, loading, unloading, storage of materials & equipment, handling at site) for the equipment/spares covered in Schedule-1 shall be paid to the Contractor pro-rata to the value of the equipment/spares received at site and on production of invoices by the Contractor. The aggregate of all such pro-rata payments shall, however, not exceed the total amount identified in the Contract for Freight & Insurance. However, wherever equipment/spare wise Freight & Insurance charges (including inland transit insurance charges, loading, unloading, storage of materials & equipment, handling at site) have been identified by the Contractor, the payment shall be made after receipt of equipment/spares at site based on the charges so identified in the Contract.

Note: If the total quoted price in Schedule No.2 (i.e. Second Contract) is **less than 10%** of the Ex-Works Price of the total Supply Component for Plant and Equipment (excluding Mandatory Spares), the amount by which it is lower will be proportionately retained from the Ex-works price of Supply Component while releasing payments due on receipt of equipment. No interest shall be payable on the retained amount. The retained amount will be released on a pro-rata basis upon the completion of installation of the respective equipment and its certification by the Engineer-in-Charge.

3. The payment for Operation & Maintenance under the O&M Contract (i.e. Third Contract), the payment shall be made as detailed below: -

The payment for Operation and Maintenance (O&M) of the entire Project will be released on quarterly basis at the end of every quarter for each financial year till 10 (Ten) years from the date of Operational Acceptance of the plant facility by DVC.

Note:

The quoted price in Schedule No.3 (O&M/Third Contract) **should not be less than INR 2.5 Lakh/MW/Annum**. Escalation in O&M price/Annum is allowed. O&M escalation rate may be

guided by the rate of escalation allowed by CERC – RE Tariff Regulations, 2024 or any amendments/guidelines thereof.

3.1 Performance Security for O&M (i.e. O&M Performance Bank Guarantee):

The Contractor shall, at least 30 days prior to the commissioning of the full project capacity, whichever occurs first, provide security for the due performance of the O&M contract including Overall Performance of the Solar PV Plant during O&M Period and for the due performance of the AMC of the equipment for **Six percent (6%) of the Total Contract Price (i.e. EPC Cost and O&M Cost)**, with an initial validity up to ninety (90) days beyond the end of scheduled Period of Operation and Maintenance i.e. the security shall be initially valid till 90 days beyond Ten (10) years from the commissioning of full project capacity.

The Bank Guarantee shall cover:

a) due performance of the O&M contract.
b) overall system performance and generation guarantee during the O&M period
c) AMC of the equipment and
d) other obligations specified elsewhere in the contract during O&M and AMC period.

3.1.1 O&M Performance Bank Guarantee – Operating Methodology:

a) Total **O&M Performance Bank Guarantee** amount shall be returned on equal instalments (i.e. 10% of O&M Performance Bank Guarantee Amount**)** on annual basis, after successful performance/achievement of Annual Generation Guarantee for complete year, at the end of each year (@10% per annum for 10 years).

b) In case of shortfall in Guaranteed Annual Generation, recovery of LD shall be first deducted from payment towards O&M contract value up to limiting level of 25% of the Annual Contract Value. The adjustment of LD amount shall be done in the 4th Quarter.

c) In case the LD recovery amount exceeds above limiting value, balance amount shall be recovered through O&M Performance Bank Guarantee / PBG submitted by EPC Contractor. The value of amount encashed from above BG shall have to be replenished by EPC contractor within three months.

4. Payment Terms for Taxes, Duties, levies, cess, etc.

GST as applicable for direct transaction between the Contractor & DVC shall be paid/released by DVC to the Contractor at actual including statutory variation, if any, on submission of tax invoices following the GST and/or other statutory taxes (taxes, duties, levies, cess, etc.) law, as applicable. However, except for statutory variation, GST amount as mentioned above for any item shall be paid/released by DVC at actual as applicable so that the value of the said item plus GST does not exceed the contract prices for the said item including GST.

As per extant guidelines of Department of Revenue, Ministry of Finance, Govt. of India, the benefits of exemption of GST or any other taxes and duties (if applicable on items manufactured for grid connected Solar Photo Voltaic Power Generation Projects) may be available for the

items to be supplied under the contract, Bidder may appraise itself of the relevant policies and quote accordingly. The Owner shall issue the requisite certificate (if required) as specified in the relevant policy of Govt. of India. However, if the certificate is required to be issued by any department/ ministry of Government of India or State Government where the Project is located, other than Owner, the Bidder shall itself be responsible for obtaining such certificate from the concerned department/ministry. In such a case, the Owner may issue recommendatory letter to the bidder. The Bidder shall be solely responsible for obtaining the benefits of exemption on GST or any other taxes and duties (if applicable) on the items to be supplied under the contract from the Govt. of India. In case of failure of the bidder to receive the benefits partly or fully from Govt. of India or in case of delay in receipt of such benefits, the Owner shall neither be responsible nor liable in this regard in any manner whatsoever.

Note: "Billable Items" are worked out and attached to price schedule. Items otherwise required for completion of work but not listed in the price schedule shall also be in the scope of the contract and will be termed as "non-billable items". The cost of such "non-billable items" are deemed to be included in the quoted price of billable items by the contractor. The payment shall be made on the billable item wise basis only as indicated in the price schedule.

B) PAYMENT PROCEDURES:

All payments to the Contractors will be released by the Employer through RTGS/NEFT only as per details of Bank Account indicated in the contract.

In case of any changes to the bank account indicated in the contract, the contractor shall immediately inform the Employer. The Contractor shall hold the employer harmless, and Employer shall not be liable for any direct, indirect or consequential loss or damage sustained by the bidder on account of any error in the information or change in Bank details provided to the Employer in the prescribed form without information to Employer duly acknowledged.

Employer will make progressive payment within fifteen (15) days from the date of receipt of Contractor's Tax invoice along with all necessary supporting documents for such payment, provided the documents submitted are complete in all respects, following the Terms of Payment and on fulfilment of all the conditions laid down in the Terms of Payment of this NIT.

In case of advance payment, the same would be processed from RE&EE Dept., DVC HQ after submission of proforma invoice and the rest progressive payments as per the payment terms would be processed from the respective site office.

Annexure

ANNEXURE-I

(ON PLAIN PAPER)

PROFORMA FOR

INTEGRITY PACT

Between

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

AND

..... hereinafter referred to as "The Bidder/ Contractor"

Preamble:

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

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

SECTION-1: COMMITMENTS OF THE PRINCIPAL

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

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

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

[Signature of Bidder/
All the partners of the joint venture].

.....[Signature of DVC]

वरिष्ठ महाप्रबंधक (सी व एम)
Sr. General Manager (C&M)
सी व एम विभाग / C&M Deptt.
दा. घा. नि. / D.V.C
कोलकाता-54/ Kalkata-54

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

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

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

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

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

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

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

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

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

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

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

[Signature of Bidder/
All the partners of the joint venture].

.....[Signature of DVC]

वरिष्ठ महाप्रबंधक (सी व एम)
Sr. General Manager (C&M)
सी व एम विभाग / C&M Deptt.
दा. घा. नि. / D.V.C
कलकाता-54/ Kalkata-54

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

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

SECTION-4: COMPENSATION FOR DAMAGES

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

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security deposit cum Performance Bank Guarantee, and if the amount of damage exceeds the amount of Security Deposit cum Performance Bank Guarantee, then the Principal shall be entitled to recover the balance amount of damage from the Contractor either in cash or from the amount payable and due from such Contractor in other contracts being executed by him with DVC.
(3) In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principal contractor shall take responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP. In case of sub-contractors, the IP will be a tri-partite arrangement to be signed by the Organisation, the contractor, and the sub-contractor.

SECTION-5: PREVIOUS TRANSGRESSION

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

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

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

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

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

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

**[Signature of Bidder/
All the partners of the joint venture].**

.....[Signature of DVC]

वरिष्ठ महाप्रबंधक (सी व एम)
Sr. General Manager (C&M)
सी व एम विभाग / C&M Deptt.
दा. घा. नि. / D.V.C
कोलकाता-54/ Kalkata-54

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

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

SECTION-8: INDEPENDENT EXTERNAL MONITOR

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

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

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

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

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

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

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

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

[Signature of Bidder/
All the partners of the joint venture].

.....[Signature of DVC]

वरिष्ठ महाप्रबंधक (सी व एम)
Sr. General Manager (C&M)
सी व एम विभाग / C&M Deptt.
दा. घा. नि. / D.V.C
कोलकाता-54/ Kalkata-54

(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 Ashok Kumar Poddar, Additional Director General (Retd)	Flat No. 41, Block C, Kendriya Vihar Apartments, Sector – 51, Noida – 201301 (UP)	ashokpoddar62@gmail.com
2.	Shri Rajesh Pratap Singh, IPS(Retired) For Special DG, CRPF	Shri Rajesh Pratap Singh, IPS(Retired) For Special DG, CRPF C/o Satyendra Jain, C.A., Defense Colony Block - 1, Second Floor, Street – 1, South Delhi, New Delhi – 110024	rps0085@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.

[Signature of Bidder/
All the partners of the joint venture].

.....[Signature of DVC]

वरिष्ठ महाप्रबंधक (सी व एम)
Sr. General Manager (C&M)
सी व एम विभाग / C&M Deptt.
दा. घा. नि. / D.V.C
कोलकाता-54/ Kalkata-54

7. In the event of any dispute between the Principal and the contractor relating to those tenders/contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties.
In case the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms & conditions of the contract.
The Integrity Pact, in respect of a particular tender/contract, shall be operative from the date IP is signed by both the parties. The IEMs shall examine all the representations/grievances/complaints received by them from the bidders or their authorized representative related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/specifications etc.

वरिष्ठ महाप्रबंधक (सी व एम)
Sr. General Manager (C&M)
सी व एम विभाग / C&M Deptt.
दा. घा. नि. / D.V.C
कोलकाता-54/ Kalkata-54

(For & on behalf of DVC)
(Office Seal with date)

(For & on behalf of Bidder/Contractor)
(Office Seal with date)

Witness 1: .....
(DVC).
(Name & Address) ..... Mgr (E), C&M DVC.

Witness 1: .....
(Bidder/Contractor).
(Name & Address) .....

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FORM No. 12: BANK GUARANTEE FORM FOR ADVANCE PAYMENT

(To be stamped in accordance with Stamp Act, if any, of the country of Issuing Bank, on non-judicial stamp paper of appropriate value to be purchased in the name of executing Bank)

Ref: …… Bank Guarantee No…… Dated: ….

To,
Damodar Valley Corporation
DVC TOWERS: VIP ROAD,KOLKATA-54

In consideration of the Damodar Valley Corporation, a corporation constituted and established under the Damodar Valley Corporation Act being Act No. XIV of 1948 and having its Headquarters at DVC Towers, VIP Road, Kolktata-700054, (hereinafter referred to as the 'Corporation' which, expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s ..... (Contractor's name) ……. with its Registered/Head Office at ……. (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, includes its successors, administrators, executors & assigns), a Contract by issue of Corporation's *Purchase Order/Notice of Acceptance/Letter of Acceptance/Work Order No. ……. dated …… and the same having been unequivocally accepted by the 'Contractor' resulting into a 'Contract' valued at ……for….(Name and description of the work/material)……(herein after referred to as the 'Contract')… and the Corporation having agreed to make an interest bearing advance payment to the Contractor for faithful performance of the said contract amounting to (Advance amount in figure & words) as an Advance against Bank Guarantee to be furnished by the Contractor.

We ……(Name & Address of Bank)…… having its Head Office at…… (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors & assigns) do hereby guarantee and undertake to pay the Corporation, on demand, any and all monies payable by the Contractor to the extent of ……(BG value)…… as aforesaid at any time up to ……(@days/months/years)……..unconditionally, and without any demur, reservation, contest, recourse or protest and without any reference to the Contractor. Any such demand made by the Corporation on the Bank shall be conclusive and binding notwithstanding any difference between the Corporation and Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Corporation and further agrees that the guarantees herein contained shall be enforceable till the Corporation discharges this Guarantee.

The Corporation shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of Contract by the contractor. The Corporation shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or forbear to enforce any covenants, contained or implied in the contract between the Corporation and the Contractor or any other course of remedy or security available to the Corporation. The Bank shall not be released of its obligations under these presents by any exercise by the Corporation of its liberty with reference to the matters aforesaid or any of

them or by reason of any other act or forbearance or other acts of commission or omission on the part of the Corporation or any other indulgence shown by the Corporation or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Corporation at its option shall be entitled to enforce this guarantee against the bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Corporation may have in relation to the Contractor's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to ……(BG Value)…….and it shall remain in force up to and including…….(@days/months/years) and shall be extended from time to time for such period till the entire amount of the advance has been adjusted, as may be desired by ……(Contractor's Name)……on whose behalf this guarantee has been given.

Dated this …….day of -------(YYYY) at ……(Place)……

(SIGNATURE) ……..……..
(NAME) ……..

(DESIGNATION WITH BANK STAMP)
Attorney as per Power of Attorney no……..……
DATED ……..…….

In presence of
WITNESS (with full name, designation, address and official seal, if any).

1) ……

2) ……. ..……

*Mention the relevant along with reference number.

@This date shall be 90 (ninety) days beyond the schedule date of successful Commissioning of the Project under the contract.

Each page of the B.G. to be signed by the executant with common Bank stamp and date.

FORM NO. 13: FORM OF COMPLETION CERTIFICATE

Date:

IFB No:

[Name of Contract]

To: *[Name and address of Contractor]*

Dear Sirs,

Pursuant to the Conditions of the Contracts entered into between yourselves and the Employer dated *[date],* relating to the *[brief description of the jobs],* we hereby notify you that the job was complete on the date specified below, and that, in accordance with the terms of the Contracts, the Employer hereby takes over the said Facilities, together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below.

1. Description of the Facilities: *[description]*

2. Date of Completion: *[date]*

However, you are required to complete the outstanding items listed in the attachment hereto as soon as practicable.

This letter does not relieve you of your obligation to complete the execution of the Facilities in accordance with the Contracts nor of your obligations during the Defect Liability Period.

Very truly yours,

Title
(Project Manager)

FORM NO. 14: Format for Contractor's Performance Evaluation

Monthly Performance Evaluation		
1	Name of Work	
2	LOA Ref.	
3	Name of Contractor	
4	Month of Performance Rating	From ……..…… to ……

Sl. No.	Description	Max Marks	Marks Obtained
A	**Quality, Nos. and Workmanship in Work: Maximum 45 Marks**		
1	**Quality of manpower deployed** (As per the terms & condition of contract, NIT, including literacy, etc., if any) a. Skilled category (Either ITI holder, HP welders, Fitters, Gang head of erection team and /or selected by the Project Manager as per the experience and TEST conducted). b. Unskilled category (Stress on literacy level, experience and safety consciousness). c. Trained & Experience Engineers/qualified supervisor (BE/Diploma holder and/or selected by Project Manager, knowledge/relevant experience) d. Deployment/development of highly skilled specialist technicians for critical jobs (as and when required).	05 05 05 05	
2	Strictly following quality guidelines, quality plan(QAP) and/or checklist for each job, given by the Project Manager	10	
3	a. Repetition of job due to bad workmanship including defect liability (frequency of occurrence and compliance for rectification) b. Improper use of DVC facilities (Example: Leaving junction boxes open after the job is over , keeping scrap, welding rod, cable & wire, etc.)	0 to (-) 15	
4	a. Maintaining cleanliness at workplace while working (use of working trays, container etc.) b. Proper handling of grease, oil etc. (proper container, no spillage and contamination etc.) c. Cleaning the workplace including removal of scrap after completion of the job, removal of debris, etc.	06	

5	Use of proper tools and tackles applicable for a particular job	05	
6	Training of contractor's manpower at DVC training center for at least 02 hours per fortnight.	04	
B	**Adhere to Time Schedule : Maximum 30 Marks**		
1	Availability of all tools and tackles (under the scope of contractor) without any time delay	05	
2	Mobilization of proper skilled and unskilled manpower without any time delay	05	
3	a. Completion of job/supply of materials within the time frame specified in the contract (wherever available)/ Project Milestone and Schedule. b. Advance Scheduling of jobs along with Project Manager before start of the job	10 05	
4	Mobilization time taken to start the job at the beginning of the contract after getting intimation from the Project Manager. Promptness to call/start.	05	
C	**Adherence to Safety : Maximum 15 Marks**		
1	100% Supply of PPE & Uniform as identified in contract for workers	05	
2	Follow health and safety plan whatever layout by safety deptt. time to time	02	
3	Special care while working at heights (use of proper sized platform/safety belts, nets, etc.)	02	
4	Proper handling of material (while lifting heavy material at height) (Example: Use of cage/basket, checking of winch, crane, wire rope, etc.)	02	
5	Periodic testing of lifting tools and tackles which are at the contractor's scope inspection of tools and tackles before start of work and during the execution of contract whenever required	02	
6	Participation in Safety Awareness of the workers and training given by DVC and safety related records	01	
7	Promptness and responsiveness during emergencies	01	
8	Non-compliance of safety & requirements (depends on reports issued for violation of safety)	0 to (-)4	
D	**Responsiveness : Maximum 10 Marks**		
1	Ability to respond positively for changes in scope, schedules, manpower, providing scope and space to other contractors.	02	
2	Availability of the contractor/site-in-charge with adequate authorization and powers for execution of job. Site-in-charge response on Mobile/phone	02	
3	Attending Telephone calls both land line and mobile for 24X7 hrs	02	
4	Attending daily/weekly/monthly or other meetings	01	
5	Deployment of adequate and appropriate manpower from time to time	01	
6	Timely submission of check lists etc.	01	
7	Timely submission of bills, invoices and other required documents	01	
E	**Statutory Compliances : 0 to (-) 30 Marks**		
1	Complaints received from the contract workers regarding underpayment (less than statutory rates)/delayed payment, no payment)	0 to (-)10	

2	No Record of release of PF to workers and/or complaints received regarding the payment of PF	0 to (-)10	
3	Noncompliance of Statutory Compliances	0 to (-)5	
4	Not obtained timely insurance coverage, ESI	0 to (-)5	
5	Illegal disposal of waste oils, scrapes or any other hazardous material	0 to (-)2	
	Total (A to E)	**100**	
F	**Bonus Points : 10 Marks**		
1	Special initiative taken for the welfare of the contract workers	03	
2	Showing interest to come out with suggestive innovative ideas	03	
3	To provide scope and space for the work of other agencies.	02	
4	Response to DVC Tender Enquiries	02	
5	Claims and dispute	0 to (-)3	
	TOTAL (A to F)		
G	**Total Marks obtained in the month**		
	Cumulative Marks up to Previous Month		
	Marks in this Month (Total A to F)		
	Cumulative Marks		
	Up to date Average Marks = $\frac{\text{Cumulative Marks Obtained}}{\text{No. of Months}}$		
NOTE: In case of Up to date Average Marks obtained above is 70 or below the Contractor shall not be recommended for issue of tender enquiry for similar nature of work.			

(Sign of Project Manager) **(Sign of Authorized Representative of Contractor)**

Contractor's Performance Rating
(To be filled by Concerned Project Manager and HOD of DVC-site)

Sl. No.	Up to date Average Marks Obtained	Rating	Rating * Obtained
1	91 and above	Very Good	
2	81-90	Good	
3	70-80	Satisfactory	
4	Below 70	Unsatisfactory	

- Write as applicable and put (X) which are not applicable

Recommendation Remark (If any) :

Project Manager :

Signature

Name

Designation

Head of Deptt :

Signature

Name

Designation

NOTE :

1. In case of up to date Performance Rating obtained above is **'Unsatisfactory'**, the Contractor shall not be recommended for issue of tender enquiry for a period as deemed fit not more than 2 years.

2. Enclose all the monthly filled up and Jointly Signed Performance Evaluation Form.

3. The above Performance Rating shall, generally, be given at the completion of contract period including its extension if any. However, if required, the same shall be given during the execution of work by the Project Manager.

(Sign of Authorized Representative of Contractor)

FORM NO. 15: DECLARATION ON BANNING POLICY

Bidder's Name and Address:

To
Chief Engineer(M),
C&M Department, DVC,
DVC Towers, VIP Road,
Kolkata-700054

1) We have read the contents of the Banning Policy of DVC attached with this BIDDING document and agree to abide by this Policy.

Further, in terms of requirement under Banning Practices we hereby declare that 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, the offer of the business firm / authorized agent / distributor / dealer / affiliates shall not be considered for all establishments of DVC.

2) We further declare that if at any point subsequent to award of Contract, the declarations given above are found to be incorrect, DVC shall have the full right to terminate the Contract and take any action as per applicable laws for breach of contract including forfeiture of Bid Security/Performance Bank Guarantee.

Date : (Designation).....

Place : (Printed Name).....

FORM NO. -16 : FORM OF DEED OF JOINT UNDERTAKING

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

FORM OF DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER & ** 'ASSOCIATE' / 'PROMOTER COMPANY (IES) OF JVC' FOR SUCCESSFUL PERFORMANCE OFTHE CONTRACT OF "Design, Engineering, Supply, Construction, Erection, Testing and Commissioning of 234 MW(AC) Grid Tied Floating Solar PV (FSPV) Plant on DVC Maithon Dam Reservoir in the state of Jharkhand including 10 Years Comprehensive Operation & Maintenance Service."

This DEED of UNDERTAKING executed this……..day of .....Two 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** 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 "**Design, Engineering, Supply, Construction, Erection, Testing and Commissioning of 234 MW(AC) Grid Tied Floating Solar PV (FSPV) Plant on DVC Maithon Dam Reservoir in**

the state of Jharkhand including 10 Years Comprehensive Operation & Maintenance Service ." (hereinafter referred to as **"Plant"**) as specified in the NIT.

AND WHEREAS, M/s ....., {As Associate} meets the stipulated requirements as per Clause ……..of 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 Clause ……..of NIT ,

And we, the Bidder & the ** Associate / 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 "**Design, Engineering, Supply, Construction, Erection, Testing and Commissioning of 234 MW(AC) Grid Tied Floating Solar PV (FSPV) Plant on DVC Maithon Dam Reservoir in the state of Jharkhand including 10 Years Comprehensive Operation & Maintenance Service."** 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……. dated …….in 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 / Promoter Company(ies) of JVC and the Contractor, do hereby declare and undertake that we shall be jointly and severally responsible to the Employer for the successful performance of the contract of "**Design, Engineering, Supply, Construction, Erection, Testing and Commissioning of 234 MW(AC) Grid Tied Floating Solar PV (FSPV) Plant on DVC Maithon Dam Reservoir in the state of Jharkhand including 10 Years Comprehensive Operation & Maintenance Service.**"

2. In case of any breach of the Contract committed by the Contractor, we, the ** Associate / 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 "Design, Engineering, Supply, Construction, Erection, Testing and Commissioning of 234 MW(AC) Grid Tied Floating Solar PV (FSPV) Plant on DVC Maithon Dam Reservoir in the state of Jharkhand including 10 Years Comprehensive Operation & Maintenance Service." Further if the Employer sustains any loss or damage on account of any breach of the Contract, we, the ** Associate / 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 / 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 / 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 / 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 / Promoter Company(ies) of JVC to facilitate the successful performance of the contract of "Design, Engineering, Supply, Construction, Erection, Testing and Commissioning of 234 MW(AC) Grid Tied Floating Solar PV (FSPV) Plant on DVC Maithon Dam Reservoir in the state of Jharkhand including 10 Years Comprehensive Operation & Maintenance Service." 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 / Promoter Company(ies) of JVC and Contractor fail to demonstrate successful performance of the contract of "Design, Engineering, Supply, Construction, Erection, Testing and Commissioning of 234 MW(AC) Grid Tied Floating Solar PV (FSPV) Plant on DVC Maithon Dam Reservoir in the state of Jharkhand including 10 Years Comprehensive Operation & Maintenance Service.", the ** Associate / 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 / Promoter Company(ies)of JVC.

4. We, the Contractor and ** Associate / 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 / 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 / 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 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 / 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.

Notwithstanding anything to the contrary contained in this Deed, any disputes, differences, or controversies arising out of, in connection with, or related to this Deed in which Damodar Valley Corporation/Employer is a party/is made a party and/or where any relief is claimed by or against Damodar Valley Corporation/Employer shall be resolved in accordance with the Dispute Resolution Provisions provided in the General Conditions of Contract (GCC).

**** For M/s ……..**

(Promoter Company (ies) of JVC)

Witness

Name _____

1. _____

(Signatures of the authorized representative)

Designation_____

_____

(Official address)

Common Seal

_____

**** For M/s ……..**

(Associate)

Witness

Name _____

2. _____

(Signatures of the authorized representative) Designation_____

_____

(Official address) Common Seal

_____

Prime Bidder

Witness

1. _____ Name _____

(Signatures of the authorized representative

Designation_____

_____

(Official address) Common Seal

_____

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

FORM NO. -17 : FORM OF BANK GUARANTEE BY ** ASSOCIATE / PROMOTER COMPANY (IES)

(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 "Design, Engineering, Supply, Construction, Erection, Testing and Commissioning of 234 MW(AC) Grid Tied Floating Solar PV (FSPV) Plant on DVC Maithon Dam Reservoir in the state of Jharkhand including 10 Years Comprehensive Operation & Maintenance Service." 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/ 'Promoter Company (ies)'] having its registered office(s) at ……{hereinafter called ……. Or [**Associate/ 'Promoter Company (ies)']}, having agreed to provide a Performance Guarantee amounting to…… .....to the Employer on the terms and conditions specified in the "Undertaking".

We ..... Bank, 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 / '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 / '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 / '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 / 'Promoter Company(ies)'and notwithstanding any security or other guarantee that the Employer may have in relation to Contractor's or ** Associate / 'Promoter Company(ies)'liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to .....and, 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 / 'Promoter Company(ies)'}on whose behalf this guarantee has been given.

Date this ..... day of..... 20 .....at.

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 60(sixty) days beyond the end of the total comprehensive maintenance contract as specified in the Contract"

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

FORM NO. -18 : RESTRICTION ON PROCUREMENT FROM CERTAIN COUNTRIES: MoF OM No 6/18/2019-PPD dated 23.07.2020

Ref.No. _____
Date: _____
From: _____(Insert name and address of Bidding Company/ Lead Member of JVC) _____ _____ Tel.#: Fax#: E-mail address#

To
Damodar Valley Corporation,
DVC Towers, VIP Road, Kolkata-700054

Sub: Response to the Tender No …… dated ……..for the tender for
……
…… ……

Dear Sir/ Madam,

This is with reference to attached order No. 0M no. 6/18/2019-PPD dated 23rd July 2020 issued by Department of Expenditure, MoF, Govt of India.

Bidders are required to submit the relevant Declaration 1 And/or 2. Kindly provide the relevant declaration(s) pertaining to you.

We are hereby submitting the following declaration in this regard:

Any Bidder (including its JV partner, wherever applicable) from a country which shares a land border with India will be eligible to bid in this tender only if bidder is registered with the Competent Authority which is the Registration Committee constituted by the Department for Promotion of Industry & Internal Trade (DPIIT) in line with the MoF OM No 6/18/2019-PPD dated 23.07.2020. Further the successful bidder shall not be allowed to subcontract supplies/services/works to any "Sub-contractor" under "Second Contract" i.e Service Contract, from a country which shares a land border with India unless such Subcontractor is registered with the competent as mentioned above.

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. However, the same shall not be applicable for "First Contract i.e. Supply Contract".

However, the said requirement of registration will not apply to bidders/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. Bidders may apprise themselves of the updated lists of such countries available in the website of the Ministry of External Affairs.

Declaration 1: Certification for Tenders: -

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this

bidder fulfils all requirements in this regard and is eligible to be considered. Where applicable, evidence of valid registration by the Competent Authority shall be attached."
And

Declaration 2: Certification for Tenders for Works involving possibility of sub-contracting (Applicable for Second Contract" i.e Service Contract):

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]."

We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our response to the tender will be rejected.

Dated the_____day of_____, 20….

Thanking you,

We remain,
Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

FORM NO. 19: Deleted

Form No. 20: Deleted

FORM No. 21: FORMAT FOR POWER OF ATTORNEY FOR JOINT VENTURE AGREEMENT

(*To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value should be in the name of the Joint Venture***)**

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Partners whose details are given hereunder ..... have formed a Joint Venture under the laws of ..... and having our Registered Office(s)/ Head Office(s) at ..... (hereinafter called the 'Joint Venture' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) acting through M/s ..... being the Partner in-charge do hereby constitute, nominate and appoint M/s..... a Company incorporated under the laws of .....…….... and having its Registered/ Head Office at ..... as our duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorised Representative" or "Partner In-charge") to exercise all or any of the powers for and on behalf of the Joint Venture in regard to Tender No..... Package ..... the bids for which have been invited by Damodar Valley Corporation, DVC Towers, VIP Road, Kolkata-700054 (hereinafter called the 'Employer') to undertake the following acts:

i) To submit proposal and participate in the aforesaid Bid Specification of DVC PMC on behalf of the "Joint Venture".

ii) To negotiate with DVC the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the Owner/DVC for and on behalf of the "Joint Venture".

iii) To do any other act or submit any document related to the above.

iv) To receive, accept and execute the Contract for and on behalf of the "Joint Venture".

It is clearly understood that the Partner In-charge (Lead Partner) shall ensure performance of the Contract(s) and if one or more Partner fail to perform their respective portions of the Contract(s), the same shall be deemed to be a default by all the Partners.

It is expressly understood that this Power of Attorney shall remain valid binding and irrevocable till completion of the Defect Liability Period in terms of the Contract.

The Joint Venture hereby agrees and undertakes to ratify and confirm all the whatsoever the said Attorney/ Authorised Representatives/ Partner in-charge quotes in the bid, negotiates and signs the Contract with the Owner/PMC and/or proposes to act on behalf of the Joint Venture by virtue of this Power of Attorney and the same shall bind the Joint Venture as if done by itself.

IN WITNESS, THEREOF the Partners Constituting the Joint Venture as aforesaid have executed these presents on this ..... day of ……..... under the Common Seal(s) of their Companies.

for and on behalf of the
Partners of Joint Venture

.....

.....

.....

The Common Seal of the above Partners of the Joint Venture:

The Common Seal has been affixed there unto in the presence of:

WITNESS

1. Signature.....

   Name .....

   Designation .....

   Occupation .....

2. Signature.....

   Name .....

   Designation .....

   Occupation .....

Note:

1. For the purpose of executing the Agreement, the non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture.

2. The Agreement shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.

FORM No. 22: (PROFORMA OF CERTIFICATE FROM THE CEO/CFO OF THE BIDDER/CONSORTIUM PARTNER

Ref. : Date :

To
Tender Inviting Authority
C&M Department, 3rd Floor
Damodar Valley Corporation,
DVC Towers, VIP Road, Kolkata - 54

Dear Sirs,

1.0 I, Mr./Ms. ..... (CEO / CFO* of M/s …….(Name of the *Bidder / *Consortium Partner / *Subsidiary(ies)) 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)) 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)

FORM No. 23: FORMAT FOR INSURANCE SURETY BOND FOR PERFORMANCE GUARANTEE

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

(To be stamped in accordance with Stamp Act, if any, of the country of Issuing Insurance Company)

Insurance Surety Bond No…… Date…….

To
Damodar valley Corporation
(Address of the Plant / Establishment / Department).

Dear Sirs,

That, in consideration of the Damodar Valley Corporation, a corporation constituted and established under the Damodar Valley Corporation Act, Act No. XIV of 1948, with its headquarters at DVC Towers, VIP Road, Kolkata-700054 (Hereinafter referred to as the 'CORPORATION,' and 'OWNER' which term shall, unless repugnant to the context or meaning thereof, include its successors, administrators, and assigns), having awarded a contract to M/s……. [Contractor's Name], having its principal place of business at [Contractor's Address] (hereinafter referred to as the 'CONTRACTOR', which term shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors, and assigns), by the issuance of the Corporation's Purchase ……..Order/Notice of Acceptance/Letter of Acceptance/Work Order No. …….. [Order Number] dated ……..[Order Date], which has been unequivocally accepted by the Contractor, resulting in a contract valued at ……. [Contract Value] for …… [Name and Description of the Work/Material] (Hereinafter referred to as the 'CONTRACT'), and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire contract equivalent to……. [Surety Value], being [Percentage].....% of the contract price to the Corporation.

1.**OBLIGATION OF THE SURETY:**
We, …….. [Name & Address of the Insurance Company], having our principal place of business at …… [Head Office Address] (Hereinafter referred to as the 'SURETY', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors, and assigns), hereby guarantee and undertake to pay the Corporation, on demand, any and all amounts payable by the Contractor up to the extent of ……..[Surety Value] at any time up to …….. [days/month/year], unconditionally and without demur, reservation, contest, recourse, or protest, and without any reference to the Contractor.
Any such demand made by the Corporation on the Surety shall be conclusive and binding, notwithstanding any difference between the Corporation and the Contractor or any dispute pending before any court, tribunal, arbitrator, or other authority. The Surety undertakes not to revoke this guarantee during its currency without the prior consent of the Corporation and further agrees that the guarantee herein contained shall continue to be enforceable until the Corporation discharges this guarantee or until …… [days/month/year], whichever is earlier.

2.AUTHORITY AND DISCRETION OF THE CORPORATION:
The 'CORPORATION' or 'OWNER' shall possess the fullest liberty, without in any manner affecting the liability of the Insurance Company under this guarantee, to extend periodically the time for the performance of the Contract by the Contractor. Furthermore, the Corporation shall retain the fullest

liberty, without affecting this guarantee, to defer periodically the exercise of any powers vested in it or any rights it may hold against the Contractor, and to exercise the same at any time and in any manner. The Corporation may choose either to enforce or to refrain from enforcing any covenants, whether express or implied, in the Contract between the Corporation and the Contractor, or any other remedy, course of action, or security available to the Corporation.

3.UNDERTAKING OF THE INSURANCE COMPANY:

The Insurance Company shall not be absolved of its obligations under this guarantee by any exercise of the Corporation's liberty with regard to the aforementioned matters, or by any act of forbearance, omission, commission, or any other indulgence exhibited by the Corporation, or by any other matter or thing whatsoever which, under the law, would, except for this provision, have the effect of releasing the Insurance Company from its obligations.

4.IMPLEMENTATION AND CONFORMITY:

The Surety hereby affirms that this Insurance Surety Bond is issued by …….. [Name of Insurance Company] in accordance with the pertinent rules and regulations of the Insurance Regulatory and Development Authority of India (IRDAI).
Furthermore, the Surety concurs that the Corporation, at its discretion, retains the entitlement to invoke this Guarantee against the Insurance Company as a principal debtor, initially without pursuing action against the Contractor. This entitlement persists notwithstanding any collateral or alternative guarantees held by the Corporation pertaining to the liabilities of the Contractor.

5.LIMITATION OF LIABILITY:

Irrespective of the foregoing provisions, the Surety's obligation under this guarantee shall be limited to Rs……. [Surety Value]. It shall remain valid until and inclusive of ……[Date], with the option for extension as may be requested by …….[Contractor's Name] on whose behalf this guarantee is issued.
(i) Our liability under this Insurance Surety Bond shall not exceed ……(*)……
(ii)This Insurance Surety Bond shall be valid up to …….(@)…….
(iii)We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if the Employer serves upon Insurance Company a written claim or demand on or before ……..@.....

Dated this ……day of……(YYYY) at ……(Place)……

(SIGNATURE) ……..
(NAME) ……..

(DESIGNATION WITH INSURANCE STAMP)

In presence of WITNESS (with full name, designation, address and official seal, if any).

1)……
……
2) …….
…….....

NOTE:

1.ISSUANCE AND COMPLIANCE OF INSURANCE SURETY BOND:

(i) (*) This amount shall constitute [word] percent ([figure]%) of the Contract Price, denominated in the respective types and proportions of currencies.

(@) This date shall extend to the conclusion of the Defects Liability/Warranty Period as stipulated in the Contract.

Each page of the Insurance Surety Bond must be signed by the executant and bear the common stamp and date of the Insurance Company.

(ii) The Insurance Surety Bond shall be issued by an insurer in accordance with the guidelines prescribed by the Insurance Regulatory and Development Authority of India (IRDAI). The Insurance Surety Bond must be executed on non-judicial stamp paper or e-stamp paper of the appropriate value, with such stamp paper being purchased in the name of the issuing insurance company no more than six (6) months prior to the execution or issuance of the Insurance Surety Bond. The name of the purchaser must appear on the reverse side of the stamp paper in the vendor's stamp. The Insurance Surety Bond must bear the rubber stamp of the authorized signatory of the insurance company, indicating the name, designation, signature/power of attorney number, as well as telephone numbers, e-mail address, and full correspondence address of the insurance company.

(iii) In the event that the Insurance Surety Bond is issued by an international insurance company, such company must be registered under the Insurance Act, 1938, or as amended from time to time, and approved by the Insurance Regulatory and Development Authority of India (IRDAI). The prevailing laws of the country where the bond is executed shall govern the Stamp Duty applicable to the Insurance Surety Bond.

Additionally, in such instances, the Insurance Surety Bond must be confirmed through an Indian Scheduled or Nationalized Insurance Company.

2.SUBMISSION AND CONFIRMATION REQUIREMENTS:

1. Submission of Insurance Surety Bond:

The Insurance Surety Bond must be submitted directly to the Corporation by the issuing Insurance Company on behalf of the Contractor. This submission shall be made via registered post (A.D.).

2. Details for Confirmation:

The issuing Insurance Company must include the name of its controlling office or Head Office along with complete contact details. These details should include the telephone number, email address, and full correspondence address. This information is required to facilitate the confirmation of the Insurance Surety Bond from the controlling office or Head Office, if necessary.