



**DAMODAR VALLEY CORPORATION
(ESTABLISHED BY ACT XIV OF 1948)**

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DAMODAR VALLEY CORPORATION

TENDER DOCUMENTS FOR

**Design, Engineering, Supply, Construction, Erection, Testing, Commissioning and 5 years
O&M of 8 MW (AC) Ground Mounted Solar PV Power Plants at Panchet, Dist.-Dhanbad in the
state of Jharkhand**

**NIT NO.: DVC/C&M/RE&EE/Solar/Panchet
(Domestic Competitive Bidding)**

(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”



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VOLUME – I

NIT No.: DVC/C&M/RE&EE/Solar/Panchet

Date: 20/02/2023

1.0 Damodar Valley Corporation (DVC) invites bid from eligible bidders on e-Tendering mode [“Single Stage - three envelopes basis”, followed by “On-line Reverse Auction”] for **“Design, Engineering, Supply, Construction, Erection, Testing, Commissioning and 5 years O&M of 8 MW (AC) Ground Mounted Solar PV Power Plants at Panchet, Dist.-Dhanbad in the state of Jharkhand”** 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 51,64,577/- (Rupees Fifty-One Lacs Sixty Four Thousand Two Hundred and Ninety) only.**

Cost of Tender Documents(non–refundable): - **Rs 35,000/- (Rupees Thirty-Five Thousand Only)** inclusive of GST as applicable.

Bidding schedule:

Tender Document downloading Period	From 20.02.2023 at 09:00 Hrs. (IST) to 27.03.2023 at 14:59 Hrs.(IST)
Date & Time of pre-bid conference	06.03.2023 at 11.00 Hrs. (IST)
Date of Online submission of Pre Bid Queries	From 20.02.2023 To 06.03.2023
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”] <u>Online</u> ” and “Submission of hard copies of [Envelope1] <u>Offline</u> ”.	27.03.2023 at 15:00 Hrs.(IST)
Bid Opening Date & Time of “hard copies of [Envelope1] <u>Offline</u> ”.	28.03.2023 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”] <u>Online</u> ” as per the Terms & Conditions of NIT.	28.03.2023 at 15:30 Hrs.(IST)
Bid Opening Date & Time of “Envelope3 (Excel Sheet) in Template Format” <u>Online</u> as per the Terms & Conditions of NIT.	At a date & time to be notified by DVC in due course.
Date and Time of On Line Reverse Auction as per the Terms & Conditions of NIT.	After Two (2) hr. from opening of the Envelope3 (Excel Sheet).
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



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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. Technical Capability:

A.1 The Bidder should have designed, supplied, erected/supervised erection and commissioned/supervised commissioning of Solar Photo Voltaic (SPV) based grid connected power plant(s) of cumulative installed capacity of **4 (Four) MW or higher**, out of which at least **2 (Two)** plants should have been of **0.8 (Zero point Eight) MW or higher** capacity. The reference plants of **0.8 MW 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 Solar Photo Voltaic (SPV) based grid connected power plant(s) of cumulative installed capacity of 4 (Four) MW or higher, out of which at least 2 (Two) plants should have been of 0.8 (Zero point Eight) MW or higher capacity. The reference plants of 0.8 MW 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** 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 SPV based grid connected power plant of **0.8 MW or higher** capacity should be at a single location developed by Bidder for itself or any other client.
- (ii) SPV based Ground/Roof-top/Floating solar power 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: 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.



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- (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 etc.
- (vi) For clause **A.2**, Bidder shall submit evidence of successful operation from intermediary procurer/Procurer/Discom/Electricity Board etc.
- (vii) Developer means an entity who has either executed or got executed the work/ project as owner of industrial projects.

B. Financial Capability:

B.1 Net Working Capital position or Access to Credit Facilities: -

Net Working Capital of the bidder for the last financial year or access to credit facilities (unutilized portion) on the date of NIT shall not be less than **Rs. 16,28,48,728/-**.

Note:

Net working capital means the difference of sum of current assets and sum of current liabilities. Current assets means a sum of cash and cash equivalent, current investment, inventories, trade receivable, short term loan and advances and other current assets. Current liabilities means a sum of short term borrowings, trade payables, short term provision and other current liabilities.

B.2 Average Annual Turnover (AAT): -

Average Annual Turnover of the bidder for the best 3(three) Financial years out of last 5(five) financial years shall not be less than **Rs. 65,13,94,912/-**.

Note: -

Other income shall not be considered for arriving at annual turnover.

B.3 Net Worth: -

Net Worth of the bidder as on the last day of the preceding financial year shall not be less than 100% of the paid up share capital.

Note: -

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.

B.4 Companies/Organisation under Board for Industrial Finance and Reconstruction (BIFR)/National Company Law Tribunal (NCLT) or 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.



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A certificate of practicing Chartered Accountant must be produced by the bidder(s) that the bidder(s) does/do not fall under the above criteria.

Note for Clause B:

1. In compliance to the above Financial QR the bidder must submit copy of audited Annual Accounts including Balance Sheet, Profit & Loss account for the last 05 financial years including audited annual accounts of the preceding financial year.
2. 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.

Notes for Clause A and B

- (i) The bidder may be a joint venture Company incorporated in India and registered under the Companies act 1956, 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 company gets qualified shall have minimum 26% equity in the JV Company. 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 work 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 award, the said promoter company(ies) shall be required to give separate on demand bank guarantee for an amount equal to 1% of the total contract price in addition to the contract performance guarantee of 3% of contract value. The performance security shall be provided by all partners in proportion to their participation in the project. No JVC partner shall be allowed to bid independently or as a member in a consortium for this bid.
- (ii) Bidder may take part in the bidding process with associates, provided he has to satisfy either Technical or Financial QR as firmed up above in full and he associates with a single firm for covering the other deficiency of QR part of individual bidder specified in NIT. In such a case the bidder shall furnish undertaking jointly executed by him and his associate for successful performance of the relevant system along with the bid. In case of award, associate shall be required to furnish bank guarantee for 3% (three per cent) of contract price of the work value in addition to the contract performance guarantee of 3% (three per cent) of contract value 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.

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 pro-forma of DVC enclosed with NIT.

- (iv) 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 &



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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.

- (v) 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/e procure/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/e procure/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/e procure/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 user name 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.



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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) Miss Armistha Kangsa Banik, e-mail: armistha.banik1989@gmail.com (Contact No. : 8240124812).

Bidder have to pay the Cost of the Tender documents (non-refundable) as mentioned in clause 2.0 above only in the form of a Crossed Account Payee Demand Draft in favour of "Damodar Valley Corporation", payable at Kolkata, original in Envelope1.

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.

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 Sandip Chanda, SE(E), C&M Deptt., DVC Towers, Kolkata
e-mail: sandip.chanda@dvc.gov.in

(ii) Shri Souvik Mondal, EE (E), C&M Deptt. , DVC Towers, Kolkata
e-mail: souvik.mondal@dvc.gov.in

No person other than those mentioned above is authorised to receive the aforesaid documents



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(off-line and/or, online).

6.0 ADDRESS FOR COMMUNICATION:

Chief Engineer (E),
C&M Department, DVC,
DVC Towers, VIP Road, Kolkata-700054
E-mail: amitava.maity@dvc.gov.in Tel No. 033-6607-2319

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.

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



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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 Bidder (to whom the Employer has issued the Letter of Award) withdraws his Bid after issuance of Letter of Award, then his EMD will be forfeited, other penal action may be taken and the Employer may go for re-tendering. In this re-tender, if restored by the Employer, such



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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) Documents in support of Cost of Tender Documents [Crossed Account Payee Demand Draft in favour of "Damodar Valley Corporation", payable at Kolkata]
- (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 duly signed in all pages by the authorized signatory who is signing the Bid (i.e. who is duly authorized to sign the bid) as per format enclosed in Form.11 of VOL-I of this NIT.

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 documents, Cost of Tender Documents & Integrity Pact 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.



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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 Acceptance of On Line Reverse Auction / Bidding (as per Form No. 7 of VOL-I of this NIT).
11. 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.
12. Scanned copy of Cost of Tender Document as mentioned at 12.1.(i) (a) above.
13. Scanned copy of Bid security document as mentioned at 12.1.(i) (b) above.
14. Scanned copy of Integrity Pact 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 VOL-I of this NIT.
15. Scanned copy of DECLARATION ON BANNING POLICY as per Form No. 15 of VOL-I of this NIT.
16. 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.
17. 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.
18. Scanned copy of Declaration regarding "ALMM compliance" as per Form No. 20 of VOL-I of this NIT.
19. Scanned copy of Notarized "POWER OF ATTORNEY FOR JOINT VENTURE AGREEMENT", if applicable, as per Form No. 21 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



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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 2 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 3 of “Envelope3(Price Bid) in Template Format”: Price for local transportation, insurance, installation and other relevant services for Supply of Plant and equipment inclusive of all other taxes, duties, levies, Cess, etc. and including BOCW Cess & GST as applicable.

Schedule No. 3 in Sheet 4 of “Envelope3(Price Bid) in Template Format”: Net Present Value (NPV) of O&M Price for the total O&M period of 5 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.



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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 after the Reverse Auction Process 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 Online Reverse Auction/Bidding procedure as per the Terms & Conditions of the NIT: shall be followed as under:

- (i) “On Line Reverse Auction/Bidding” shall be conducted by the Employer between the Bidders, who are found eligible for participating in the Reverse Auction/Bidding by the Employer, following the procedure as mentioned in this NIT.
- (ii) After publishing the Reverse Auction /Bidding by the Employer in the e-tender portal, the eligible bidders (who are found eligible for participating in the Reverse Auction/Bidding by the Employer) can able to view the “Opening Price” i.e. the base price/ start price for On Line Reverse Auction/Bidding, the Bid Decrement value, Maximum Seal percentage, Start time & end Time.
- (iii) During the On Line Reverse Auction/Bidding, Bidders (who are found eligible for participating in the Reverse Auction/Bidding by the Employer) shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction / Bidding:



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- a) Auction Start Price/Opening Price.
- b) Bid Decrement value/Price
- c) Reverse Auction Start time & end time.
- d) Best Bid in the Bidding (Current L1Price)
- e) Bidders bid submitted date & time
- f) Extensions, if any

(iv) During the On Line Reverse Auction/Bidding, the above Bidders (who are found eligible for participating in the Reverse Auction/Bidding by the Employer) shall be permitted to place their **Next Bid Price / Final Price Offer** provided that his Bid Prices shall be less than a minimum bid decrement or in multiples of decremental value from the Last Bid Price received/displayed in the system up to above Max Seal %.

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, in presence of Bidders' representatives, who choose to attend the opening 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.



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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, Bid security documents & Integrity Pact as mentioned in clause 15.0 of 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 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 No. – 4 in BoQ1 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}.

- 14.4** Based on the **lowest Initial Price Offer**, the Employer reserves the right to fix the “Opening Price” i.e. the **base price/ start price** for online Reverse Auction/Bidding.

The Employer will then conduct online Reverse Auction/Bidding after two (2) hrs. from opening of “Envelop3 (Excel Sheet) in Template Format”, within the Techno-commercially accepted Bidders who’s Initial Price Offer have been opened by the



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Employer, after eliminating the H-1 Bidder. However, if the techno-commercially compliant bidders are less than five, then all Techno-commercially accepted Bidders who's Initial Price Offer have been opened by the Employer will be allowed to participate in on-line Reverse Auction/Bidding.

ON LINE REVERSE AUCTION/BIDDING:

- (i) The Bidder that submits the **lowest Final Price Offer** at the conclusion of online Reverse Auction/Bidding process, i.e. the Closing Price, shall be termed as the "L1 Bidder".
- (ii) Similarly, the Bidders that submits the **next lowest Final Price Offer** at the conclusion of online Reverse Auction/Bidding process shall be termed as the "L2 Bidder", "L3 Bidder" "L4 Bidder" and "L5 Bidder", as the case may be.

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

- 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 Note for Clause 14.0:** (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 Power & Nonconventional Energy Sources- Govt. of West Bengal' / 'Department of Power & Nonconventional Energy Sources- Govt. of Jharkhand' and the ban / suspension is still in force on the date of bid opening, the offer of the business firm / authorised agent/



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distributor/dealer/ affiliates shall not be considered for all establishments of DVC

In case performance of any Bidder in any of the previous Contract of the Employer during the last 2 years is found "Unsatisfactory", the Employer reserve the right to consider the Bidder ineligible for participating in this tender and in such case no bidder/intending bidder shall have any claim arising out of such action.

15.0 BID SECURITY (EMD)

15.1 Bidders can pay the EMD through off-line mode, at their option, be either in the form of (i) a bank guarantee, or, (ii) DVC bonds duly endorsed in favour of DVC, or, (iii) Post office National Savings Certificate having face value equal to EMD value and duly endorse by the issuing authority in favour of DVC, or, (iv) Attested photocopy of certificate issued by DVC as permanent EMD account holder, or, (v) Pay-order/demand draft in favour of DVC.

In case of Bank Guarantee, the Bank Guarantee shall be irrevocable and operative till the validity of the offer 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.

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 180 days from the closing date prescribed by the Employer for the receipt of Bids and beyond any extension of Bid validity subsequently requested, plus three months claim period thereafter.

In case the bidder is taking part in the bidding process with associates as per QR, the bidder has to submit the submit the Bid Security.

15.2 Any Bid, not accompanied by an acceptable Bid security documents 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 15 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).

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.



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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 Transportation and Insurance of all Equipment's till site, Unloading, Storage, Handling at Site, Civil Works, Insurance other than transit insurance, Design, engineering, Erection, Installation, Testing and Commissioning including Performance Testing in respect of all the Equipment's supplied under the scope of Supply and any other services specified in the Contract Documents.

(iii) Third Contract (O&M Part): For providing Comprehensive operation & maintenance of the Solar PV plant for 05 (Five) years from the date of Operational Acceptance, 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.



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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 03% 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 end of the total comprehensive maintenance contract as specified in the Contract" plus six months claim period thereafter/ in the form of Insurance Surety Bonds/ in the form of Account payee demand draft/ in the form of Fixed deposit receipt from a commercial bank/ in the form of online payment in an acceptable form. However, in case of delay in completion, the validity of



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this Bank Guarantee shall be extended by the period of such delay. However, 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. 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 earnest money/EMD , instead of being released may form part of the security deposit.

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.

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

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

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.

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, services and works contract. 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.



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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 Time for Commissioning of the project as per this tender document shall be 09 (Nine) Months from the Date of LOA (i.e. Zero Date).

Further Contractor is also to provide Operation & Maintenance Contract of Solar Photo Voltaic Plant for a period of 5 (Five) years from the date of Operational Acceptance of the Plant.

23.0 Policy for withholding and Banning of Business Dealings

Debarment:

Registration of suppliers/ contractors/ consultants/ service providers and their eligibility to participate in DVC's procurements is subject to **compliance with Code of Integrity for Public Procurement and good performance in contracts.**

Debarment from Bidding: -

I. A bidder shall be debarred if he has been convicted of an offence-

a) Under the Prevention of Corruption Act, 1988; or

b) The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

II. A bidder debarred under sub-section (I) or any successor of the bidder shall not be eligible to participate in a procurement process of DVC for a period not exceeding three years commencing from the date of debarment.



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Department of Commerce (DGS&D) will maintain such list which will also be displayed on the website of DGS&D as well as Central Public Procurement Portal.

- III. DVC may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. DVC will maintain such list which will also be displayed on its website.
- IV. The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.

23.1 Guidelines on Debarment of firms from Bidding: -

The guidelines are classified under following two types: -

- i. In cases where debarment is proposed to be limited to DVC, the appropriate Orders can be issued by DVC itself, thereby banning all its business dealing with the debarred firm.
- ii. Where it is proposed to extend the debarment beyond the jurisdiction of DVC i.e. covering to all central Ministries/ Departments, the requisite Orders shall be issued by Department of Expenditure (DoE), Ministry of Finance (MoF).

A. Definitions:

1. Firm: The term 'firm' or 'bidder' has the same meaning for the purpose of these Guidelines, which includes an individual or person, a company, a cooperative society, a Hindu undivided family and an association or body of persons, whether incorporated or not, engaged in trade or business.

2. Allied firm: All concerns which come within the sphere of effective influence of the debarred firms shall be treated as allied firms. In determining this, the following factors may be taken into consideration:

- a. Whether the management is common;
- b. Majority interest in the management is held by the partners or directors of banned/suspended firm;
- c. Substantial or majority shares are owned by the banned/ suspended firm and by virtue of this it has a controlling voice.
- d. Directly or indirectly controls, or is controlled by or is under common control with another bidder.
- e. All successor firms will also be considered as allied firms.

3. The terms "banning of firm", 'suspension', 'Black-Listing' etc. convey the same meaning as of "Debarment".

B. Debarment of Firms only in DVC:



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1. Orders for Debarment of a firm/Contractor irrespective of whether it is known/approved or otherwise, shall be passed by DVC with the approval of HOP (in case the Contract issued from site / ED (C&M) in case the Contract issued from HQ), keeping in view of the following:

a. A bidder or any of its successors may be debarred from participating in any procurement process for a period not exceeding two years.

b. Firms will be debarred if it is determined that the bidder has breached the **code of integrity as mentioned in clause 2** below.

c. A bidder can also be debarred for any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of DVC, warrants debarment for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide "Bid Securing Declaration" etc.

d. Before issuing the debarment order against a firm, it is to be ensured that reasonable opportunity has been given to the concerned firm to represent against such debarment (including personal hearing, if requested by firm).

e. DVC will maintain list of debarred firms, which will also be displayed on its website and it shall not be circulated to other Ministries / Department. It will only be applicable to all establishment of DVC.

f. Debarment is an executive function and should not be allocated to Vigilance Department.

2. Code of Integrity is reproduced as under:

2.1 Public procurement is perceived to be prone to corruption and ethical risks. To mitigate this, the officials of DVC and the bidders/ suppliers/ contractors/ consultants/ service providers involved in procurement process must abide by the following Code of Integrity for Public Procurement (CIPP). All Procuring officials may be asked to sign declarations to this effect periodically and in various Procurement decisions (including Need Assessment). The bidders/ suppliers/ contractors/ consultants/ service providers should be asked to sign a declaration for abiding by a Code of Integrity for Public Procurement in registration applications and in bid documents, with a warning that, in case of any transgression of this code, its name is not only liable to be removed from the list of registered suppliers/ contractors/ consultants/ service providers, but it would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.

2.2 Procuring authorities as well as bidders, suppliers, contractors and consultants/ service providers should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

a) "**Corrupt practice**": making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;

b) "**Fraudulent practice**": any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;



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- c) **“Anti-competitive practice”**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- d) **“Coercive practice”**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- e) **“Conflict of interest”**: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of DVC who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from DVC with an intent to gain unfair advantage in the procurement process or for personal gain; and
- f) **“Obstructive practice”**: materially impede DVC's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the procuring entity's rights of audit or access to information.

Note on Conflict of Interest in case of consultants:

- i) The consultant is required to provide professional, objective, and impartial advice, at all times holding the Procuring Entity's interests paramount, strictly avoiding conflicts with other assignments or his/its own corporate interests, and acting without any consideration for future work.
- ii) The consultant has an obligation to disclose to the Procuring Entity any situation of actual or potential conflict that impacts its/his capacity to serve the best interest of its client/Procuring Entity. Failure to disclose such situations may lead to the disqualification of the consultant or termination of its/his contract during execution of the assignment.
- iii) Without limitation on the generality of the foregoing, and unless stated otherwise in the data sheet for the RfP document, the consultant shall not be hired under the circumstances set forth below:
- a) **Conflicting activities**: a firm that has been engaged by the client to provide goods, works, or non-consultancy services for a project, or any of its affiliates, shall be disqualified from providing Consultancy service resulting from or directly related to those goods, works, or non-Consultancy services. Conversely, a firm hired to provide consultancy services for the preparation or implementation of a project, or any of its affiliates, shall be disqualified from subsequently providing goods or works or no consultancy services resulting from or directly related to the consultancy services for such preparation or implementation;
- b) **Conflicting assignments**: Consultants (including its experts and sub-- consultants) or any of their affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultant for the same or for another Procuring Entity; and



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- c) **Conflicting relationships:** A consultant (including its/his experts and sub-consultants) that has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in any part of: (i) the preparation of ToR for the assignment; (ii) selection process for the contract; or (iii) supervision of the contract, may not be awarded a contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the client throughout the selection process and execution of the contract.

2.3 Obligations for Proactive Disclosures:

- i) Procuring authorities as well as bidders, suppliers, contractors and consultants/ service providers, are obliged under Code of Integrity for Public Procurement to suo-moto proactively declare any conflicts of interest (coming under the definition mentioned above — pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and
- ii) Any bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity;
- iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest may be evaluated and mitigation steps, if possible, may be taken by the Procuring Entity. Similarly, voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidders' actions in the tender and subsequent contract.

2.4 Punitive Provisions: Without prejudice to and in addition to the rights of the Procuring Entity to other penal provisions as per the bid documents or contract, if the Procuring Entity comes to a conclusion that a (prospective) bidder/contractor/ Supplier/ consultant/ service provider, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the Procuring Entity may take appropriate measures including one or more of the following:

- i) If his bids are under consideration in any procurement
- a) Forfeiture or encashment of bid security
 - b) calling off of any pre-contract negotiations, and;
 - c) rejection and exclusion of the bidder from the procurement process
- ii) if a contract has already been awarded
- a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the Procuring Entity;
 - b) Forfeiture or encashment of any other security or bond relating to the procurement;
 - c) Recovery of payments made by the Procuring Entity along with interest thereon at the prevailing rate;
- iii) Provisions in addition to above:



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- a) Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the Procuring Entity for a period not less than one year;
- b) In case of anti-competitive practices, information for further processing may be filed under a signature of the Member (Secretary), DVC, with the Competition Commission of India;
- c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

C. Debarment of Firms beyond the jurisdiction of DVC:

Where DVC is of the view that business dealings with a particular firm should be banned across all the Ministries/ Departments of GOI by debarring the firm from taking part in any bidding procedure floated by the concerned Central Government Ministries/ Departments, DVC after obtaining the approval of the Chairman, DVC, will forward to DoE, MoF, GOI with a self-contained note setting out all the facts of the case and the justification for the proposed debarment, along with all the relevant papers and documents. However, DVC, before forwarding the proposal to DoE, MoF, GOI will ensure that reasonable opportunity has been given to the concerned firm to represent against such debarment (including personal hearing, if requested by the firm).

If DoE, MoF, GOI realizes that sufficient opportunity has not be given to the firm to represent against the debarment, such debarment requests received from DVC shall be rejected.

DoE, MoF, GOI can also give additional opportunity, at their option, to firm to represent against proposed debarment. DoE, MoF, GOI can also take suo-moto action to debar the firms in certain circumstances. DoE, MoF, GOI will issue the necessary orders after satisfying itself that proposed debarment across all the Ministries/ Departments is in accordance with Rule 151 of GFRs, 2017. This scrutiny is intended to ensure uniformity of treatment in all cases.

The firm will remain debarred only in DVC during the interim period till the final decision taken by DoE, MoF, GOI.

No contract of any kind whatsoever shall be placed on the debarred firm, including its allied firms by any Ministries/ Departments/ Attached/Subordinate offices of the Government of India including autonomous body, CPSUs etc. after the issue of a debarment order by DoE,

MoF, GOI. DoE, MoF, GOI will maintain list of such debarred firms, which will be displayed on Central Public Procurement Portal (CPPP).

D. Effect of Debarment/ Banning:

1. No new contract of any kind whatsoever shall be placed to debarred firm including its allied firms after the issue of debarment order 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.

Bids from only such firms shall be considered for placement of contract, which are neither debarred on the date of opening of techno-commercial bid nor debarred on the date of issuance of LOA/PO/Work Order/LOA-cum-Work Order. Even in the cases of risk purchase, no contract should be placed on such debarred firms.



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2. If case, any debar firms has submitted the bid, the same will be ignored. In case such firm is lowest (L-1), next lowest firm shall be considered as L-1. Bid security submitted by such debarred firms shall be returned to them.
3. Existing Contracts before issuance of debarment order shall not be affected by the debarment orders.
4. The Debarment shall be automatically extended to all its allied firms. In case of joint venture/ consortium is debarred all partners will also stand debarred for the period specified in Debarment Order. The names of partners should be clearly specified in the "Debarment Order".
5. Debarment in any manner does not impact any other contractual or other legal rights of the procuring entities.
6. The period of debarment shall start from the date of issue of debarment order.
7. The Order of debarment will indicate the reason(s) in brief that lead to debarment of the firm.
8. Ordinarily, the period of debarment should not be less than six months.
9. In case of shortage of suppliers in a particular group, such debarments may also hurt the interest of procuring entities. In such cases, endeavor should be to pragmatically analyze the circumstances, try to reform the supplier and may get a written commitment from the supplier that its performance will improve.

E. Debarment Procedure:

(i) User department or Engineer in charge will move the case which will be processed by Concerned C&M Head for Contract issued from site / CMM for Contract issued by HQ and put up for approval from HOP in case the Contract issued from site / ED (C&M) in case the Contract issued from HQ, after vetting of Legal Department. In cases where investigation has been carried out by Vigilance Department or CBI etc. the Notice of default will also be vetted by vigilance department before issuance. However, where TAA is Board or Chairman approval from concerned Member to be obtained.

(ii) After obtaining approval, a Show Cause Notice will be issued by Concerned C&M Head for Contract issued from site / CMM for Contract issued by HQ indicating clearly and precisely the charges/misconduct which should be based on facts as can be proved as distinct from mere allegations.

(iii) The firm/contractor may be given a period of 30 days to submit their representation if any, against the Show Cause Notice, including personal hearing if requested by firm.

(iv) Thereafter, the appropriate debarment order may be issued by Concerned C&M Head for Contract issued from site / CMM for Contract issued by HQ, only after perusing the representation of the firm/contractor, if any, received in reply to Show Cause Notice incorporating the reasons for taking such action and vetting of Legal Department.

(v) In case no reply to show cause notice is received within stipulated time, appropriate speaking order for debarment shall be passed ex-parte.



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(vi) The order must specifically mention the fact that the reply to the show cause Notice, if any, has been considered by the said authority. The ex-parte order shall contain the fact that the reply to show cause notice has not been received within stipulated time.

(vii) The entire process of banning to be completed within 45 days from the date of show cause notice.

F. Revocation of Debarment Orders by DVC:

1. An order for debarment passed shall be deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.

2. A debarment order may be revoked before the expiry of the Order only with the approval by Chairman, DVC, if it is of the opinion that the disability already suffered is adequate in the circumstances of the case or for any other reason.

3. If an approved/known vendor/enlisted contractor is debarred by DVC and his name is delisted from the form the list of approved/known vendors/enlisted contractors, the name of the firm/contractor may not be included/ registered after the debarment period is over, unless the concerned Executive Director is satisfied that the said firm/contractor should be included in the list of approved/ known vendors/enlisted contractor.

G. Safeguarding DVC's Interests during debarment of supplier/ contractor/ consultant/ service provider:

Suppliers/ contractors/ consultants/ service providers are important assets for the procuring entities and punishing delinquent suppliers/ contractors/ consultants/ service providers should be the last resort. It takes lot of time and effort to develop, register and mature a new supplier. In case of shortage of suppliers/ contractors/ consultants/ service providers in a particular group of materials/equipment, such punishment may also hurt the interest of DVC. Therefore, views of the concerned department may always be sought about the repercussions of such punitive action on the continuity of procurements. Past records of performance of the supplier may also be given due weightage. In case of shortage of suppliers/ contractors/ consultants/ service providers and in cases of less serious misdemeanors, the endeavor should be to pragmatically analyse the circumstances, reform the supplier and get a written commitment from the supplier that his performance will improve. If this fails, efforts should be to see if a temporary debarment can serve the purpose.

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

It is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of Goods and Services in India with a view to enhancing income and employment.

Any Bidder (including its JV partner/Consortium Member, 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 (Public Procurement No.1 & Public Procurement No.2)



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and dated 24/07/2020 (Public Procurement No.3) and its subsequent revisions/amendments issued by MoF, GOI or, by MoP, GOI time to time.

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 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.

W.r.t. Ministry of New & Renewable Energy (MNRE) Order No 283/22/2019-Grid Solar Dated 23rd Sep 2020 for the Public Procurement (Preference to Make In India) including any amendments thereto, so as to Provide Purchase Preference (linked with local content) with respect to Renewable Energy (RE) Sector & Department for promotion of Industry and Internal Trade (DPIIT) Notification No. P-45021/2/2017-PP (BE-LI) dated 4th June, 2020 including any amendments, the procurement of Solar Modules & Solar Cells for the subject tender will be supplied through Class I Local Suppliers only. A 'Class-I local supplier' means a Supplier or Service Provider, whose Goods, Services or works offered for Procurement, has Local Content equal to or more than 50%, as defined under the above said orders.

The 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 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 10th March 2021 which will be updated by MNRE from time to time. 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 and the list(s) thereunder, while quoting for the tender.

25.0 GENERAL CONDITIONS OF CONTRACT (GCC):

Order will be 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.

26.0 SPECIAL CONDITIONS OF CONTRACT (SCC):

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



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“**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
- H. 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 commissioning 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 /Warranty period/Maintenance /Defect Liability Period.

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



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

J. Inspection/Checking/Testing: (Reference GCC Clause 07):

Inspection/Checking/Testing shall be as per the Technical Specification (Volume-II of this NIT).

K. Construction and O&M Power Supply: The Contractor shall make own arrangements at his cost from the nearest supply source as per Owner terms and conditions, If Owner providing the Power supply for construction activity, construction power shall be chargeable as per the prevailing rate at respective site of the Owner. However, all arrangement for connection from the nearest available existing power supply source including cabling/wiring, switchboards, energy meters (with valid calibration) at sites and local network within project sites will be in scope of the contractor.

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

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

M. Land for Residential Accommodation : Contractor has to arrange the accommodation for their staff/labour. However, subject to availability, owner may provide land for temporary construction or quarters or guest house on chargeable basis, as per the company rules. The Owner shall not, however, guarantee the provision of land/accommodation.

N. Contractor's responsibility : In the matter of connectivity of Plant to DVC substation, the Owner will apply for the necessary connectivity permission to CEIG, however, all the other permissions and clearances as deemed required, technical/regulatory compliance for interconnection etc. are to be taken by the Contractor. All the required fees including statutory fees, Supervision charges etc. shall be paid / born by the contractor.

O. Training : The contractor shall provide training (free of cost) to the personnel of DVC/Nominated person of DVC for 25 (Twenty Five) man-days at his works/or at the mutually agreed designated place/ or at site for erection, testing, commissioning and O&M of the Project. Expenses towards travel, lodging, and boarding for the personnel shall be borne by DVC. Such training may include Class Room & hands on experience etc as mutually agreed.

P. ADDITIONS / ALTERATIONS / MODIFICATIONS (Reference Clause no. 10 of GCC): shall be as per Clause no. 23 of optional terms & conditions of GCC.

Q. 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.



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R. 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 9(Nine) 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.

S. 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

T. 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.

U. 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.

V. 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.

W. 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.

X. 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.



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Y. 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.

Z. Location & site visit: 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.

AA. 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.

27.0 GENERAL RULES & PROCEDURES FOR ON LINE REVERSE AUCTION/ BIDDING:

27.1 Definition of Key Terms – Reverse Auction/Bidding:

Reverse Auction/Bidding: Reverse Auction/Bidding is used to procure supply/services, where the participants are required to Bid down the price to be selected to supply/services as per the NIT requirement.

On-line Reverse Auction/Bidding: On-line Reverse Auction/Bidding refer to those Reverse Auction/Bidding conducted through the Internet with simultaneous Bidding by the Bidders (from one or more locations). In other words, the venue for the Auction/Bidding is on an Internet website/ platform [<https://etenders.gov.in/eprocure/app>].

Award at the Reverse e-Auction: The bidder quoting the lowest price is normally allotted the item unless otherwise specified by the Client. Price obtained at any stage in the event is valid and legally binding on the bidder.

Client: Client is DVC.



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Bidder: Bidder is the individual/business entity participating in the Reverse Auction/Bidding, intending to perform the services to the Client. Bidder has to provide written Acceptance of on Line Reverse Auction/Bidding.

Preview Time: Preview Time refers to the period of time that is provided prior to the commencement of Bidding. This is to facilitate approved participants to view the Reverse Auction/Bidding details such as item specifications, Bidding details. The purpose is also to familiarize participants with the functionalities and screens of the Auction/Bidding mechanism.

Start Time: Start time refers to the time of commencement of the conduct of the On-line Reverse Auction / Bidding. It signals the commencement of the Price Discovery process through competitive Bidding.

Duration of the Reverse Auction / Bidding: It refers to the length of time the price discovery process is allowed to continue by accepting Bids from competing Bidders. The duration of the Reverse Auction/Bidding would normally be for a pre-specified period of time. However, the Bidding rules may state the conditions when the pre-specified duration may be extended/ curtailed. All timings of the online Reverse Auction / Bidding shall be based on the time indicated by the server.

End of the Reverse Auction / Bidding: End of the Auction/Bidding refers to the termination of the Bidding event signalling an end to the price discovery process.

Base/Start/Opening Bid Price for Reverse Auction/Bidding: After publishing the Reverse Auction /Bidding by the Employer in the e-tender portal the "Opening Price" i.e. the base price/ start price for On Line Reverse Auction/Bidding can be viewed by only the Qualified Bidders who are found eligible for participating in the Reverse Auction/Bidding by the Employer, following the procedure as mentioned in this NIT. However, Qualified Bidders are permitted to place their Bid Price, during the online Reverse Auction/Bidding provided that the Bid Decrement value shall be at least the minimum Bid decrement amount as provided by the Employer.

Max Seal Percentage: It defines maximum value a bidder can quote in multiples of incremental / decremental value.

27.2 Reverse Auction/Bidding Extension Time:

- a. The process of online Reverse Auction/Bidding shall initially be held for a period of 1 hrs. In the event of a Bid received in the last 05 minutes, if the resulting in a change of prevailing L1 price, the period of the auction shall get extended automatically by 05 minutes from the time of submission of such Bid. This process will continue till no change in L1 price takes place in the last 05 minutes.
- b. It may be noted that the auto-extension will take place only if a valid Bid comes in those last 05 minutes.
- c. If a Bid does not get accepted as the lowest Bid, the auto-extension will not take place even if that Bid might have come in the last 05 minutes.
- d. However, Bidders are advised not to wait till the last moment to enter their Bid to avoid complications related to internet connectivity, their network problems, system crash down, power failure etc.



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- e. During the Reverse Auction / Bidding period, if no Bid is received at DVC's end, Reverse Auction / Bidding shall be reconducted by DVC on the same day, or some other day by DVC at its sole discretion.
- f. In case, the online Reverse Auction / Bidding is inconclusive on account of system malfunctioning or break in internet connectivity at DVC's end, Reverse Auction / Bidding shall be reconducted by DVC on the same day, or some other day.
- g. If the Bidder make any mistake in submission in Reverse Auction / Bidding, DVC shall not be responsible for the same and no request shall be entertained for the mistake committed by the Bidder. DVC shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.

27.3 Post Reverse Auction/Bidding Procedure:

L1 will be determined on "Least cost to DVC" basis and in this regard DVC's decision shall be final and binding on the Bidders. DVC will proceed with the Closing Price received in the On Line Reverse Auction / Bidding for further processing.

- 27.4** To ward-off contingent situation, Bidders are requested to make all the necessary arrangements/alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the Reverse Auction / Bidding successfully. Failure of power or loss of connectivity at the premises of Bidders during the Reverse Auction / Bidding cannot be the cause for not participating in the Reverse Auction / Bidding. DVC shall not be responsible for such eventualities.

27.5 Business Rules (Terms and Conditions) for Reverse Auction / Bidding:

- 1) The philosophy followed for Reverse Auction / Bidding shall be English Reverse (No ties).
- 2) There will not be any public opening of Reverse Auction / Bidding.
- 3) Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, tender value being Bid, Bidding rules etc. before start of the online Reverse Auction / Bidding.
- 4) At no point of time will any Bidder can see names of the other Bidders.
- 5) Upon receipt of the system report after completion of the Online Reverse Auction / Bidding, Closing Price will be considered for further processing. DVC's decision on award of contract shall be final and binding on all the Bidders.
- 6) DVC reserves the right to cancel/reschedule/extend the Reverse Auction / Bidding process/tender at any time, before ordering, without assigning any reason.
- 7) DVC shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of DVC shall be binding on the Bidders.
- 8) Other terms and conditions shall be as per Bidder's Techno-Commercial Proposals and



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as per DVC's Tender documents and other correspondences, if any, till date.

- 9) Bidders shall ensure online submission of their 'Bid Price' for Reverse Auction / Bidding Period within the online Reverse Auction / Bidding Period.
- 10) DVC/DVC's authorized service Provider will provide all necessary training and assistance before commencement of Reverse Auction / Bidding, if asked by any Bidder before the date of opening of Envelope3(Excel Sheet)-Price Bid. DVC/DVC's authorized service Provider shall also explain the Bidders, all the rules related to the Reverse Auction / Bidding Rules to be adopted along with Reverse Auction / Bidding Manual.
- 11) Business rules for Reverse Auction / Bidding like event date, time, Bid decrement, extension etc. shall be as per the rules, enumerated above, for compliance.
- 12) Bidders should acquaint themselves of the 'Business Rules of Reverse Auction / Bidding' stipulated at above.
- 13) If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other Bidders, action as per extant DVC guidelines, shall be initiated by DVC.
- 14) The Bidder shall not divulge either his Bids or any other exclusive details of DVC to any other Bidder.
- 15) Period of validity of Prices received through Reverse Auction / Bidding shall be same as that of the period of validity of Bids offered.
- 16) Bidders may note that, although extension time is 'X' minutes, there is a time lag between the actual placing the Bid on the local computer of the Bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering the processing time for data exchange and the possible network congestion, Bidders must avoid the last minute hosting of the Price Bid.
- 17) Participating Bidder will agree to non-disclosure of trade information regarding the purchase, identity of DVC, Bid process, Bid technology, Bid documentation and Bid details.
- 18) It is brought to the attention of the Bidders that the Bid event will lead to the final price only.
- 19) Order finalization and post order activities would be transacted directly between successful Bidder and DVC.
- 20) Order shall be placed outside the e-portal & further processing of the order shall also be outside the system.
- 21) No queries shall be entertained while Reverse Auction / Bidding is in progress.
- 22) DVC will not be responsible for any PC configuration/Java related issues, software/hardware related issues, telephone line glitches and breakdown/slow speed in internet connection of PC at Bidder's end.



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- 23)** Bidders may note that it may not be possible to extend any help, during Reverse Auction / Bidding, over phone or in person in relation to rectification of PC/Internet/Java related issues and Bidder may lose the chance of participation in the Bidding.
- 24)** For access to the Bidding site, the following URL is to be used: <https://etenders.gov.in/eprocure/app>. For user guidance please follow the manual which is there in the website.
- 25)** Final rate of individual items of the L1 Bidder shall be calculated on the basis of final percentage (%) of reduction/ decrement during e-Reverse Auction / Bidding from the initial price offer as received from that L1 Bidder.

27.6 User Help:

- 1) Log on to <https://etenders.gov.in/eprocure/app>
- 2) Enter your Login ID & Password. Click on the link “Login”.
- 3) You will reach your account Home Page, Click on the tab “Live auctions” on and then click to view the auction information against respective the tender ID no. & Title
 - Check points for starting real time Bidding
 - Check the details of Reverse e-Auction participating for,
 - Had taken the vendor training
 - Correct Item name that is set for Reverse e-Auction

Note: In case of any difficulties facing during reverse-e-auction, the bidders are advised to contact FMP Support Persons of M/s. National Informatics Centre Services Incorporated(NICSI), (i) Mr. Sk Nawajesh Rahman , e-mail ID: rnawajesh@gmail.com-Contact No. 9831683690 & ii) Miss Armistha Kangsa Banik, e-mail: armistha.banik1989@gmail.com (Mob: 8240124812)

28.0 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 of DVC / Engineer In charge 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.



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ANNEXURE-1

LIST OF COMMERCIAL BANKS AS PER RBI (SOURCE RBI WEBSITE DT. 08-06-2012)

1. Abu Dhabi Commercial Bank Ltd.
2. American Express Bank Ltd.
3. Arab Bangladesh Bank Limited
4. Allahabad Bank
5. Andhra Bank
6. Antwerp Diamond Bank N.V.
7. Axis Bank Ltd.
8. Bank Internasional Indonesia
9. Bank of America N.A.
10. Bank of Bahrain & Kuwait BSC
11. Barclays Bank Plc
12. BNP PARIBAS
13. Bank of Ceylon
14. Bharat Overseas Bank Ltd.
15. Bank of Baroda
16. Bank of India
17. Bank of Maharashtra
18. Canara Bank
19. Central Bank of India
20. Calyon Bank
21. Citibank N.A.
22. Cho Hung Bank
23. Chinatrust Commercial Bank Ltd.
24. Centurion Bank of Punjab Limited
25. City Union Bank Ltd.
26. Coastal Local Area Bank Ltd.
27. Corporation Bank
28. Catholic Syrian Bank Ltd.
29. Deutsche Bank AG
30. Development Credit Bank Ltd.
31. Dena Bank
32. IndusInd Bank Limited
33. ICICI Bank
34. IDBI Bank Limited
35. Indian Bank
36. Indian Overseas Bank
37. Industrial Development Bank of India



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38. ING Vysya Bank
39. J P Morgan Chase Bank, National Association
40. Krung Thai Bank Public Company Limited
41. Kotak Mahindra Bank Limited
42. Karnataka Bank
43. Karur Vysya Bank Limited.
44. Lord Krishna Bank Ltd.
45. Mashreqbank psc

46. Mizuho Corporate Bank Ltd.
47. Oman International Bank S A O G
48. Oriental Bank of Commerce
49. Punjab & Sind Bank
50. Punjab National Bank
51. Societe Generale
52. Sonali Bank
53. Standard Chartered Bank
54. State Bank of Mauritius Ltd.
55. SBI Commercial and International Bank Ltd.
56. State Bank of Bikaner and Jaipur
57. State Bank of Hyderabad
58. State Bank of India
59. State Bank of Indore
60. State Bank of Mysore
61. State Bank of Patiala
62. State Bank of Saurashtra
63. State Bank of Travancore
64. Syndicate Bank
65. The Bank of Nova Scotia
66. The Bank of Tokyo-Mitsubishi, Ltd.
67. The Development Bank of Singapore Ltd. (DBS Bank Ltd.)
68. The Hongkong & Shanghai Banking Corporation Ltd.
69. Tamilnad Mercantile Bank Ltd.
70. The Bank of Rajasthan Limited
71. The Dhanalakshmi Bank Limited.
72. The Federal Bank Ltd.
73. The HDFC Bank Ltd.
74. The Jammu & Kashmir Bank Ltd.
75. The Nainital Bank Ltd.
76. The Sangli Bank Ltd.
77. The South Indian Bank Ltd.
78. The Ratnakar Bank Ltd.
79. The Royal Bank of Scotland N.V.
80. The Lakshmi Vilas Bank Ltd
81. UCO Bank
82. Union Bank of India
83. United Bank Of India
84. Vijaya Bank
85. Yes Bank



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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 Cost of Tender document and 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)



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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



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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
DVC TOWERS: VIP ROAD
KOLKATA-54

BG No.:
Date:

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 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.



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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 uptoand 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.



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FORM NO. 3: FORM OF EXTENSION OF BANK GUARANTEE

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 atdo 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.



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



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(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.
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.



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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



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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



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

(To be submitted on Bidder's Letter Head)

We, _____(Supplier Name) having registered office at,

_____ (address)

agree to have understood the On Line Reverse Auction / Bidding Process and the Business Rules and instructions for Reverse Auction / Bidding given in the NIT documents. We agree to participate in the On Line Reverse Auction / Bidding and abide by the rules.

Name & Designation:

e-mail ID :

Contact Phone Nos:

Address :

(Signature & Seal)

Place:

Date:



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**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)



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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)

Ref.....
Bank Guarantee No.....
Date.....

To
Damodar valley Corporation
DVC Towers,VIP Road,Kolkata-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,Kolkata-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 atfor.....(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



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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 thisday 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" plus six months claim period thereafter. In case Bank refuses to issue BG having Claim Period separately, the validity period of the BG may be taken as up to 60(sixty) days beyond the end of the total comprehensive maintenance contract as specified in the Contract" plus six months.

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



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FORM NO. 10: FORM OF CONTRACT AGREEMENT

This CONTRACT AGREEMENT is made on the day of20.....

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



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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



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[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



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APPENDIX – 1

TERMS AND PROCEDURES OF PAYMENT

1) TERMS OF PAYMENT:

1.1 The payment for Supply of Plant and Equipment and Mandatory Spares under the First Contract (Supply Contract) shall be made as per the following terms and conditions:

1.1.1 The payment of advance is normally discouraged. If the Contractor wishes to take the advance, the advance payment may be given as Interest free advance payment on fulfilling the following: -

A. (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 the 100% 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.

B. 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.

D. In case the contractor decides not to take interest bearing advance payment, the same payment shall be made with the next progressive payment on fulfilling the clause A(i), A(ii), “A(iii)-if applicable” & A(v) above.

1.1.2 If the Contractor wishes to take the interest free advance, the payment terms shall be as below:-

(i) Five Percent (5%) 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.



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(ii) Next Five Percent (5%) 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 and establishment their office at site in preparatory to commencement of Works and its Certification by the Project Manager.

(iii) Seventy percent (70%) of the price component of each identified equipment upon despatch of equipment on pro-rata basis and on production of invoices and satisfactory evidence of shipment which shall be original/copy of Good Receipt/Rail Receipt including Material Despatch Clearance Certificate (MDCC) issued by the Employer and on receipt and acceptance of equipment at site.

Note: For Mandatory spares, eighty percent (80%) of the price component for each identified Mandatory spares upon despatch on pro-rata basis and on production of invoices and satisfactory evidence of shipment which shall be original/copy of Good Receipt/Rail Receipt including Material Despatch Clearance Certificate (MDCC) issued by the Employer and on receipt and acceptance of spares at site.

(iv) Ten percent (10%) of the price component of the Contract price for each identified equipment(including its spares, as applicable) against successful erection, testing and commissioning of equipment on pro rata basis.

(v) Final Ten percent (10%) of the total Contract price shall be paid against submission of the BG of the equivalent amount & against the Operational Acceptance of the plant Facility pursuant to successful Guarantee Tests and demonstration of Performance Ratio (PR) including submission of all as-built drawings and O&M manual. This BG shall be valid for a period of 18 (Eighteen) months from the date of its issuance & will be released after CUF demonstration on completion of first year of O&M, pursuant to the submission of all requisite documentation up to the final acceptance of the Plant facilities. However, in case of any delay, the BG needs to be extended suitably.

Note: The basis for the pro-rata payment at (iii) and (iv) above shall be the Billing Break-up (BBU) to be finalized subsequently after award of contract.

1.2 The payment for the local transportation (including inland transit insurance charges) of Plant and Equipment and Mandatory Spares under the Second Contract (Services Contract) shall be made as per the following terms and conditions:

One Hundred Percent (100%) Local Transportation (including inland transit insurance charges) 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 prorata payments shall, however, not exceed the total amount identified in the Contract for Local Transportation. However, wherever equipment/spare wise local transportation charges (including inland transit insurance charges) 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.

1.3 For Design, Engineering, Erection, Testing and Commissioning including Performance Testing of Plant and Equipment under the Second Contract (Services Contract), the payment shall be made as detailed below: -



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- (i) Eighty Percent (80%) shall 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%) shall be paid against successful commissioning of the plant on pro rata basis for the capacity commissioned.
- (iii) Final Ten percent (10%) shall be paid against submission of the BG of the equivalent amount & against the Operational Acceptance of the plant Facility pursuant to successful Guarantee Tests and demonstration of Performance Ratio (PR) including submission of all as-built drawings and O&M manual. This BG shall be valid for a period of 18 (Eighteen) months from the date of its issuance & will be released after CUF demonstration on completion of first year of O&M, pursuant to the submission of all requisite documentation up to the final acceptance of the Plant facilities. However, in case of any delay, the BG needs to be extended suitably.

Note: The basis for the pro-rata payment at (i) and (ii) above shall be the Billing Break-up (BBU) to be finalized subsequently after award of contract.

1.4 For Civil & Allied works under the Second Contract (Services Contract), the payment shall be made as detailed below:

- (i) Eighty Percent (80%) shall 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%) shall be paid against successful commissioning of the plant on pro rata basis for the capacity commissioned.
- (iii) Final Ten percent (10%) shall be paid against submission of the BG of the equivalent amount & against the Operational Acceptance of the plant Facility pursuant to successful Guarantee Tests and demonstration of Performance Ratio (PR) including submission of all as-built drawings and O&M manual. This BG shall be valid for a period of 18 (Eighteen) months from the date of its issuance & will be released after CUF demonstration on completion of first year of O&M, pursuant to the submission of all requisite documentation up to the final acceptance of the Plant facilities. However, in case of any delay, the BG needs to be extended suitably.

Note: The basis for the pro-rata payment at (i) and (ii) above shall be the Billing Break-up (BBU) to be finalized subsequently after award of contract.

1.5 For Operation & Maintenance under the Third Contract (O&M Contract), the payment shall be made as detailed below: -

Operation and Maintenance of the entire Project payment will be released on quarterly basis at the end of every quarter for each year till 5 (Five) years.

2. 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



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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.

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 alongwith all necessary supporting documents for such payment, provided the documents submitted are complete in all respects, following the Terms of Payment and on fulfillment of all the conditions laid down in the Terms of Payment of this NIT.

All the payments related to First Contract (Supply Contract) and Second Contract (Services Contract – installation & Civil works) shall be released from Owner's Head Office, Kolkata, West Bengal upon submission of Original Documents like MDCC, delivery challan, warranty certificate, LR, WCC, MRN, commissioning certificate, handing over certificate, Insurance, PF, ESI, etc as required and mentioned against each Milestone payment, duly certified by the authorized representative of the Owner.

Payments related to Third Contract (O&M Contract) shall be released from site accounts office upon submission of Original Documents like Bills, Insurance, PF, ESI, etc as required and duly certified by the authorized representative of the Owner.



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FORM NO. 11: 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.

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.



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- 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.

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of section-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



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from the Contractor liquidated damages equivalent to Security deposit cum Performance Bank Guarantee, and if the amount of damage exceeds the amount of Security Deposit cum Performance Bank Guarantee, then the Principal shall be entitled to recover the balance amount of damage from the Contractor either in cash or from the amount payable and due from such Contractor in other contracts being executed by him with DVC.

SECTION-5: PREVIOUS TRANSGRESSION

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

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

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

1. In case of Subcontracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the subcontractor.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tendering process all bidders who do not sign this Pact or violate its provisions.

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

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

SECTION-8: INDEPENDENT EXTERNAL MONITOR

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval of Central vigilance Commission as follows:

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

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.



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(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.

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

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



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1. This agreement is subject to Indian law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Kolkata.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the contractor is a partnership or consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its annexure, the clause in the Integrity Pact will prevail.

(For & on behalf of DVC)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)



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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.



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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)

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, Kolkata-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 atfor....(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



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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 thisday 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.



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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)



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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	



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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	



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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)



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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)



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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 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.

- 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).....



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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 OF THE CONTRACT OF "Design, Engineering, Supply, Construction, Erection, Testing, Commissioning and 5 years O&M of 8 MW (AC) Ground Mounted Solar PV Power Plants at Panchet, Dist.-Dhanbad in the state of Jharkhand".

This DEED of UNDERTAKING executed this.....day ofTwo thousand by

M/s..... a company registered under the..... having its registered office at (hereinafter called the **JV Company/Bidder/Contractor**, which expression shall include its successors, administrators, executors and permitted assigns)

And

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

Or,

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. DVC/C&M/RE&EE/Solar/Panchet for "Design, Engineering, Supply, Construction, Erection, Testing, Commissioning and 5 years O&M of 8 MW (AC) Ground Mounted Solar PV Power Plants at Panchet, Dist.-



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Dhanbad in the state of Jharkhand" (hereinafter referred to as "**Plant**") as specified in the NIT.

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

M/s., M/s., M/s.
....., M/s., etc. [as Promoter Company(ies) of JVC as applicable], fully meets the stipulated requirements as per Clauseof NIT ,

And we, the Bidder & the ** Associate / 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, Commissioning and 5 years O&M of 8 MW (AC) Ground Mounted Solar PV Power Plants at Panchet, Dist.-Dhanbad in the state of Jharkhand", in the event the Bid is accepted by the Employer resulting in a Contract (hereinafter called the "**Contract**").

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

NOW THEREFORE, THIS UNDERTAKING WITNESSETH AS UNDER:

1. That in consideration of the Award of the Contract by the Employer to the Contractor, we, the aforesaid ** Associate / 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, Commissioning and 5 years O&M of 8 MW (AC) Ground Mounted Solar PV Power Plants at Panchet, Dist.-Dhanbad in the state of Jharkhand".

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, Commissioning and 5 years O&M of 8 MW (AC) Ground Mounted Solar PV Power Plants at Panchet, Dist.-Dhanbad in the state of Jharkhand". 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



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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, Commissioning and 5 years O&M of 8 MW (AC) Ground Mounted Solar PV Power Plants at Panchet, Dist.-Dhanbad in the state of Jharkhand" 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, Commissioning and 5 years O&M of 8 MW (AC) Ground Mounted Solar PV Power Plants at Panchet, Dist.-Dhanbad in the state of Jharkhand", 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



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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.

**** For M/s**

(Promoter Company (ies) of JVC)

Witness

1. _____

Name _____

**(Signatures of the
authorized representative)**

Designation _____

(Official address)

Common Seal

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

Witness

2. _____

Name _____

**(Signatures of the
authorized representative)**

Designation _____



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(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.**



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**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 towith its Registered Head Office at (herein-after referred to asor "Contractor") a Contract for "Design, Engineering, Supply, Construction, Erection, Testing, Commissioning and 5 years O&M of 8 MW (AC) Ground Mounted Solar PV Power Plants at Panchet, Dist.-Dhanbad in the state of Jharkhand" 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



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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 toand, it shall remain in force upto and including @ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s ** Associate / '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” plus six months claim period thereafter as specified in Contract.

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



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**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 datedfor the
tender for
.....
.....

Dear Sir/ Madam,

This is with reference to attached order No. OM 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,



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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.



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FORM NO. 19: DECLARATION REGARDING THE MANDATORY PROCUREMENT OF SOLAR MODULES & INVERTERS FROM CLASS I LOCAL SUPPLIERS

(To be submitted on the Letter Head of the Statuary Auditor/Cost Auditor of the company (In case of companies) or from a practicing cost accountant or practicing chartered accountant (In respect of suppliers other than companies))

Reference: Ministry of New & Renewable Energy (MNRE) Order No 283/22/2019- GRID SOLAR dated 23rd Sep 2020 & any amendments thereof, for the Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of Renewable Energy (RE) Sector.

Reference 2: Department for Promotion of Industry and Internal Trade (DPIIT) Notification No. P- 45021/2/2017-PP (BE-II) dated 4th June, 2020.

Ref.No.

Date:

To

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

Sub: Bid for "Design, Engineering, Supply, Construction, Erection, Testing, Commissioning and 5 years O&M of 8 MW (AC) Ground Mounted Solar PV Power Plants at Panchet, Dist.-Dhanbad in the state of Jharkhand"

Dear Sir / Madam,

We hereby confirm that in line with the mandate of Ministry of New & Renewable Energy (MNRE) Order No 283/22/2019-GRID SOLAR dated 23rd Sep 2020 for the Public Procurement (Preference to Make in India) & any amendments thereof, to provide for Purchase Preference (linked with local content) in respect of Renewable Energy (RE) Sector & Department for Promotion of Industry and Internal Trade (DPIIT) Notification No. P-45021/2/2017-PP (BE-II) dated 4th June, 2020, we hereby declare that:

- a) The procurement of Solar Modules for the subject tender will be done from Class I Local suppliers only.
- b) The procurement of Solar Inverters for the subject tender will be done from Class I Local suppliers only.
- c) The percentage of Local content in the procurement of mentioned Solar Modules is.....% (In words)
- d) The percentage of Local content in the procurement of mentioned Solar Inverters is.....% (In words).

A Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under the above said Orders.



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False declaration will be in the breach of the code of integrity under Rule 175(1)(i)(h) of the General Financial rules for which a bidder or its successors can be debarred for up to two years as per rule 151 (iii) of the general Financial rules along with such other actions as may be permissible under the law.

Also, In case it comes to the notice of PMC/ Owner that we have given wrong declaration in this regard, the same shall be dealt as 'wrong declaration under fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.

(Signature and stamp (on each page) of Authorized Signatory of Bidding Company.

Name:

Date:

Place:

Signature and stamp (on each page) of Statuary Auditor/Cost Auditor/ practicing cost accountant or practicing chartered accountant of Bidding Company.

Name:

Date:

Place:



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Form No. 20: Format for Disclosure for ALMM compliance

[On the letter head of Bidding Company/ Lead Member in a Bidding JVC]

Disclosure

Ref.No. _____

Date: _____

From: _____ (Insert name and address of Bidding Company/ Lead Member of JVC)

To

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

Sub: Response to Tender No.dated for the "Design, Engineering, Supply, Construction, Erection, Testing, Commissioning and 5 years O&M of 8 MW (AC) Ground Mounted Solar PV Power Plants at Panchet, Dist.-Dhanbad in the state of Jharkhand".

Dear Sir/ Madam,

We declare that we are fully aware of the binding provisions of the ALMM Order and the Lists(s) thereunder, while quoting the for the subject tender of "Design, Engineering, Supply, Construction, Erection, Testing, Commissioning and 5 years O&M of 8 MW (AC) Ground Mounted Solar PV Power Plants at Panchet, Dist.-Dhanbad in the state of Jharkhand".

We further understand that the List-I (Solar PV Modules) of ALMM Order, Annexure-I of the OM, issued by MNRE on 4th March, 2022 will be updated by MNRE from time to time. We also understand that the Modules to be procured for this project, shall be from the List-I of the ALMM Order applicable on the date of invoicing of such modules.

We also further understand and accept that we shall be liable for penal action, including but not limited to blacklisting and invocation of Performance Bank Guarantee, if we are found not complying with the provisions of ALMM Order, including those mentioned above.

Dated the _____ day of _____, 20....

Thanking you,

We remain,
Yours faithfully,

Name, Designation, Seal and Signature of Authorized Signatory



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**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

.....
.....



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.....

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.