

Format-2

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

Ref. No. /Offer No.:

Dated:

To
The Sr. General Manager(E),
Centralized C&M Department,
Damodar Valley Corporation,
DVC Towers, VIP Road, Kolkata- 700054.

SUBJECT: Acceptance of All Terms and Conditions

Tender Reference No/ CPP Tender ID :

Dear Sir,

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

Bidder's Name:

Address:

Date :

Place:

(Signature).....

(Designation).....

(Printed Name).....

(Common Seal).....

Format-3**DAMODAR VALLEY CORPORATION****TECHNO-COMMERCIAL BID SHEET****(Annexure-A)****Name of the Work/Supply:****NIT/ CPPP Tender ID No. :****Dated.....****Offer No. & Date :****A. Name of the firm:****M/s.....****Mobile No..... E-mail Id.....****B. Address of the firm :****a) Head Office :****b) Registered Office :****c) Local/ Branch Office :****d) GST Registration No. e) PAN NO.*****The Bidder must comply with all the terms and conditions as mentioned in the NIT and***

C.	NECESSARY TERMS AND CONDITIONS TO BE COMPLIED WITH	Agree and Accepted as per NIT (Agreed / Not Agreed)
1.	Bidders shall PERFORM / COMPLETE the subject order as per the scope of supply/work and in compliance with all terms and conditions of the NIT with full satisfaction to DVC. Do you Comply and agree to this clause unconditionally?	
2.	Validity of Offer: 90 days from the date of opening of Techno-commercial Part tender	
3.	Basis of Offered Price: Firm till complete execution of the order.	
4.	Agreed to accept LD CLAUSE (As per NIT).	
5.	Agreed to the Payment Terms as per NIT.	
7.	Agreed to the Delivery Schedule/Completion period Clause as per NIT.	
8.	Agreed to the Security Deposit & Performance guarantee Clause as per NIT.	
9.	Agreed to accept all the Terms & conditions as stipulated in the NIT/BID Unconditionally?	
10.	All the information, facts & figures as declared herein are correct and true representation to the company capacity.	

furnish every detail and valid document supporting it as per the NIT.**DATE :
SEAL****SIGNATURE OF THE BIDDER ALONGWITH**

Format 4

(on Bidder's Letterhead)

GOI COMPLIANCE CERTIFICATE

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

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

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

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

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

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

Date:

Place:

(Authorised Signatory)

(Printed Name)

(Designation) _____

(Name) _____

Address _____

(Company Seal)

Format 5

(to be printed on the letter head of bidder)

Letter of Bid

To

**The Sr. General Manager(E),
Centralized C&M Department,
Damodar Valley Corporation,
DVC Towers, VIP Road, Kolkata- 700054.**

Sub: (Name of the Supply/Work) :

Ref.: NIT NO/CPPP Tender ID:

Dear Sir,

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

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

OR

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

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

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

Yours faithfully,

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

1. Name of Authorized Signatory:
2. Type of Authorization: **Power of Attorney**
3. Name of the Bidder:
4. Address:
5. e-Mail Address:
6. Mobile Number/ Telephone Number:
7. FAX Number:
8. Place:
10. Date:

Format-6

(to be printed on the letter head of bidder)

ANEXURE-M

Declaration regarding Local content in Ex-works price included in bid price as per Make in India.

To
The Sr. General Manager(E),
Centralized C&M Department,
Damodar Valley Corporation,
DVC Towers, VIP Road, Kolkata- 700054

Name of the Work/Supply:

NIT NO/CPP BID No.:

Dear Sir,

We have read the provisions of "Preference to Make in India". In terms of the requirement of the MII provisions, we hereby declared the following: -

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

location(s) at which the local value addition is made:

.....

- 2.0 In order to avail purchase preference, we confirm that we are a 'Class-I local supplier.

OR

We confirm that we are a 'Class-II local supplier.

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

(Signature).....

(Printed Name).....

Designation).....

Date :

Place :

(Common Seal).....

Note: In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

Format-7

(to be printed on the letter head of bidder)

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

Name of the Supply/Work:

NIT NO/CPMP Tender ID No:

To

**The Sr. General Manager(M),
Centralized C&M Department,
Damodar Valley Corporation,
DVC Towers, VIP Road, Kolkata- 700054.**

Dear Sir,

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

Whether the Bidder is presently debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPP-MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP)	Yes / NO [Strike off, whichever is not applicable]
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We further agree to furnish any information as a proof of the above to your satisfaction as and when required.

Date : (Signature).....

Place : (Designation).....

(Printed Name).....

(Common Seal).....

(to be printed on the letter head of bidder)

NO-RELATIONSHIP CERTIFICATE

Certified that I/We have no relative posted in DVC under whose audit/technical control the work will be executed and that I/We shall intimate the name of persons subsequently employed by me/us who are near relatives of any employee of DVC. By the terms near relative means wife, husband, parents and grandparents, children and grandchildren, brother and sisters, uncles, aunts and cousins and their in-laws.

..... Signature of Bidder:

Date: Designation

Place..... Seal:

Format-9

PROFORMA FOR POWER OF ATTORNEY

(To be submitted by the Tender signing executive)

[on **Non Judicial Stamp Paper** (minimum value of Rs.10)]

ANNEXURE- J

TO WHOM IT MAY CONCERN

This is to certify that < Name of tender signing executive > of M/s. <Name of participating Firm / Company> has the authority to sign any document (s) in hardcopy using his official usual signature pertaining to DVC Tender No. / CPPP Tender ID No. dated and the bid shall be binding upon us during the full period of its validity.

<Signature of signing executive>

Signature of < Name of tender signing executive > is duly attested hereunder.

Thanking you

Yours faithfully

.....
<Signature of the Attesting Authority of the Company>

Signature of < Signature of signing executive> **of M/s.** <Name of participating Firm / Company>
Attested by <Name of Attesting Authority>

.....

.....

Stamp

Signature and Seal of Notary

Date:

SECURITY DEPOSIT-CUM- PERFORMANCE BANK GUARANTEE FORM

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

**PROFORMA OF BANK GUARANTEE FOR
SECURITY DEPOSIT-CUM- PERFORMANCE GUARANTEE**

Ref.....

Bank Guarantee No.....

Date.....

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 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 foresaid 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 it 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 end of the Defects Liability /Warranty Period as specified in the Contract plus six (6) 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 the end of the Defects Liability/Warranty Period plus six (6) months.

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

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).		

(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.
12. Signing by witnesses in the Bank Guarantee/Performance Guarantee/Security is not mandatory.
13. B.G. must be issued through **SFMS system**.

FORMAT 11:

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

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

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

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

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

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

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

Signed by for and on behalf of the Employer

[Signature]

[Title]

in the presence of

Signed by for and on behalf of the Contractor

[Signature]

[Title]

in the presence of

CONTRACT AGREEMENT

dated the.....day of....., 20_

BETWEEN

["the Employer"]

and

["the Contractor"]

APPENDICES

Appendix 1 Payment Terms

Payment Terms:

1) Supply including Mandatory Spares (& including local transportation):

- a) 70% of the ordered value of supply including Mandatory Spares, along with full GST at actuals, shall be paid against submission of the following documents:
 - Proof of dispatch (e.g., Railway Receipt (R/R), Lorry Receipt (L/R))
 - Detailed invoice and packing list
 - Warranty certificate
 - Test certificate
 - Insurance policy/certificate
 - Dispatch clearance
 - Any other documents as specified in the contract
- b) 20% of the ordered value of supply shall be paid after receipt of materials and inspection and acceptance at site.
- c) Remaining 10% shall be paid after complete erection, commissioning, testing, and handing over.
- d) For Mandatory spares, the balance 30% shall be paid after receipt of materials and inspection & acceptance at site.

2) Erection & Commissioning and Civil & Structural Jobs:

- a) 90% of the contract price shall be paid progressively against RA bills with applicable GST based on certification by the Project Manager for the quantum of work completed.
- b) Remaining 10% with applicable GST shall be paid after complete erection, commissioning, testing, and handing over.

Note:

- 1) The basis for the pro-rata payment shall be the Billing Break-up (BBU) to be finalized subsequently after the contract.
- 2) All the progressive payments will be processed from the project site office as per the terms of the payment