



DAMODAR VALLEY CORPORATION

दामोदर घाटी लिगम

(ESTABLISHED BY THE ACT XIV OF 1948)
KODARMA THERMAL POWER STATION
DIST - KODERMA, (JHARKHAND)

कोडरमा ताप विद्युत केंद्र,
जिला- कोडरमा, झारखंड, पिन कोड-८२५४२१.

TENDER DOCUMENTS

**Expression of Interest(EOI) for Running English Medium, Co-Ed, CBSE/ICSE
School at KTPS, DVC, Koderma.**

**NIT NO DVC/Tender/KTPS/HRD/C&M Purchase & Contract/Works and
Service/00007 Dated 16/10/2024**

TENDER DOCUMENT FOR Expression of Interest(EOI) for Running English Medium, Co-Ed, CBSE/ICSE School at KTPS, DVC, Koderma.

The document consists of the following :

- 1) Instruction : Submission of Tender Paper
- 2) Annexure-I: Material Details and Techno-Commercial Terms & Conditions
- 3) Annexure-II: Instructions to the Bidders
- 4) Annexure -III : Eligibility criteria for selection of tenderers (Qualifying Requirement)
- 5) Annexure-A: Format for Commercial Terms & Conditions
- 6) Annexure- B: Format for Price Bid
- 7) Annexure -C: Techno-commercial deviation schedule
- 8) Annexure -D: Cost of withdrawal of deviations
- 9) Annexure -E : Format for BG towards EMD
- 10) Annexure -F: Bank Guarantee Verification Check List
- 11) Annexure - G: Format for Letter of Bid.
- 12) Annexure - H: Format for Details Of Banker For Making Payment Through RTGS/NEFT.
- 13) Annexure - I: Format for Proforma For Affidavit.
- 14) Annexure - J: Proforma for Power of Attorney
- 15) Annexure - K: List of Commercial Banks as per RBI (Source RBI Website dt. 08-06-2012)
- 16) GCC
- 17) Terms and Condition, Civil Part, Scope of Work



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DIST - KODERMA, (JHARKHAND)

कोडरमा ताप विद्युत केंद्र,
जिला- कोडरमा, झारखंड, पिन कोड-८२५४२१.

Website: <http://www.dvc.gov.in>
FAX : (06534) - 292157
Phone : (06534) - 292156

NOTICE INVITING TENDER

Tender No. DVC/Tender/KTPS/HRD/C&M Purchase & Contract/Works and Service/00007 Dated 16/10/2024

Last Date of submission(uploading) of Bid Documents : 14/11/2024 (upto 1100 Hrs.)

Date of Opening of Techno-Commercial Offer : 15/11/2024 at 1130 Hrs.

DESCRIPTION OF WORKS : Expression of Interest(EOI) for Running English Medium, Co-Ed, CBSE/ICSE School at KTPS, DVC, Koderma.

EARNEST MONEY : Not Applicable

DATE OF START OF DOWNLOADING OF TENDER DOCUMENT : 17/10/2024 at 1100 Hrs.

DATE OF END OF DOWNLOADING OF TENDER DOCUMENT : 14/11/2024 (upto 1100 Hrs.)

DATE OF PRE BID DISCUSSION : 29/10/2024 at 1100 Hrs.

Tenders, will be received by the office of the SUPERINTENDING ENGINEER(C&M), KODARMA THERMAL POWER STATION upto 1100 Hrs. on 14/11/2024 and the same will be opened in presence of representative of participating vendors on 15/11/2024 at 1130 Hrs. If the Opening day is declared a holiday by DVC/any unforeseen situation arrives(local Strike/Bandh etc.), then these activities will be taken up on the next working day at the same time schedule. Tenders received in the office of the SUPERINTENDING ENGINEER(C&M) after scheduled time and date fixed for the purpose will not be considered at all and DVC authorities will not take any responsibility to accept any tender which are received in his office late due to postal delay. When tenders are intended to be submitted to the tender inviting authority by messenger/courier/speed post, these should be submitted to the designated officer and thereafter it is to be kept in the designated place in the office of the tender inviting authority. The names and designation of at least two officers specially assigned for this purpose are :-

Sl.	Name	Designation	Address	Email-Id
1.	Somnath Chanda	MANAGER-C&M Purchase & Contract	KODARMA THERMAL POWER STATION	somnath.chanda@dvc.gov.in
2.		-	KODARMA THERMAL POWER STATION	

Nobody in the office of the SUPERINTENDING ENGINEER(C&M) other than those mentioned here is authorised to receive any tender delivered by hand.

(Annexure-I)

WORK DETAILS

Sr. No.	Task Code	Description of Work	Frequency/ Quantity	UOM	Completion Period/ Contract Period (in Days)
1	SCHOOL_KTPS	Running school at KTPS.	10.0000	YEAR	3650

SCOPE OF WORK

1.
 - a. as per attachment

Orders placed by the Corporation are subject to the Techno-Commercial Terms & Conditions as follows and also will be guided by enclosed GCC. . However if any Terms and Conditions mentioned in Techno-Commercial Terms & Conditions are similar with that of GCC, then the former should prevail.

TECHNO-COMMERCIAL TERMS AND CONDITIONS

- 1.0 **PRICE BASIS**
Rate shall remain FIRM throughout the contract period.
- 2.0 **BID EVALUATION PROCEDURE**
Bid evaluation will be done on Summery Wise L1 basis.
- 3.0 **PAYMENT TERMS FOR WORKS**

Payment Terms Description	Task Description
Running of School at KTPS	For All Tasks

- 4.0 **LIMITATIONS OF LIABILITY:**
Except in cases of Criminal Negligence or wilful misconduct,
(i) The Contractor and The Employer shall not be liable to the Other Party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or Interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer
AND
(ii) The aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement, copy right, workman compensation.
- 5.0 Please keep your offer valid for 180 days from the due date of opening.
- 6.0 Other Terms and conditions which are not specifically mentioned in the Terms and conditions of the NIT shall be guided by DVC's G.C.C as per applicability. Bidders are requested to visit Website www.dvc.gov.in and www.dvtender.com for getting DVC's G.C.C.

- 7.0 **SCOPE OF WORK TERMS AND CONDITIONS:**
Please find attached documents regarding scope of work and terms and conditions related with scope of work.

- 8.0 **DESCRIPTION OF THE SCHOOL BUILDING (CIVIL PART) AT KTPS, DVC**
Please find the details as per Civil-Part.

- 9.0 **DOCUMENTS TO BE UPLOADED/SUBMITTED BY BIDDERS WHILE SUBMITTING EOI:**
All the participating organizations for this EOI shall upload / furnish following documents:
(1) Technical Credential regarding their eligibility to meet the Qualifying Requirement.
(2) Statutory documents as required for running of Schools.
(3) Letter of Bid, Notarized affidavit as per Annexure-I, Notarized affidavit as per Annexure-J and Annexure-C as per format attached with this EOI.

Note: Bidders are not required to submit following: (a) Annexure-A, (b) Price Bid, (c) Annexure-D (for Cost withdrawal of Deviations), (d) Annexure-H etc.

OTHER TERMS AND CONDITIONS:

- 1.0 Bidders are requested to Submit their Techno-Commercial and Price Bid (in duplicate) in one sealed envelope superscribing on it "Techno-Commercial and Price Bid against Tender Notice No. DVC/Tender/KTPS/HRD/C&M Purchase & Contract/Works and Service/00007 and Dated 16/10/2024 and date of opening 14/11/2024" and Also indicating in the envelop 'Expression of Interest(EOI) for Running English Medium, Co-Ed, CBSE/ICSE School at KTPS, DVC, Koderma.
- 2.0 **PRE-BID CONFERENCE :**
- The Bidder or his authorised representative may be invited to attend prebid conference before submitting the offer at the following address :
Office of DGM (C&M), KTPS, DVC.
The pre-bid conference shall be arranged on 29/10/2024(date, month, year) at 1100 Hrs.(time).
- The purpose of the conference will be to clarify any issues regarding the bidding documents in general and the Technical specifications in particular and for quick disposal of the NIT.
- The bidder is requested to submit questions in writing or by telephone / fax / e-mail to reach the Employer / Owner at the address indicated above, not later than 7 days before the pre-bid conference.
- Record notes of the conference including the text of the questions raised and responses given will be transmitted without delay to all prospective Bidders who have purchased the Bidding Documents. Any modifications of basic technical specification of the Bidding Documents, which may become necessary as a result of the pre-bid conference, shall be made by the owner exclusively through an amendment of NIT and not through the record notes of the pre-bid conference with suitable extension of tender sale period and tender submission period.
- Non-attendance at the pre-bid conference will not be a cause for disqualification of a bidder.
- 3.0 Before filling the offers, bidders are requested to go through the general conditions of Contract, DVC in order to familiarize with DVC's commercial terms & conditions, Cost Compensations for deviations and bid evaluation procedure.
- 4.0 The Bidders may visit the site(KTPS Plant) for any clarification/discussion on any point as felt necessary with respect to NIT before submission of bid. The costs of visiting the site shall be at the bidder's own expense.
- 5.0 DVC reserves the right not to accept the lowest rate quoted by a Tenderer and reject any or all the tenders and to split up and award the W.O. to more than one tenderer without assigning any reason thereof and may also increase or decrease the number of tendered quantities to be procured, if felt necessary.
- 6.0 On receipt of formal Work Order in duplicate, one copy shall be returned to the Work Order issuing authority within 15 days duly acknowledged with signature, seal of the firm with date as a mark of acceptance of the contract.
- 7.0 Unsigned offer uploaded by any bidder will not be considered valid.
- 8.0 Conditional discount will not be accepted for bid evaluation.
- 9.0 Self certified photocopies of all relevant documents e.g. recent WO copies,VAT/STRC etc, wherever needed to be enclosed with the offer. However, DVC reserves the right to call those original document, if needed failing which the offer is liable for rejection.
- 10.0 DVC shall not be responsible in any way for any delay/difficulties/ inaccessibility of the downloading facility from the website for any reason whatsoever.
- 11.0 The tenderers who are found to be indulging in changing /adding or deleting the contents of the downloaded tender documents will be liable to face necessary action as deemed fit including banning, suspension of business dealings etc.
- 12.0 Tenderers will be solely responsible for the correctness/genuineness of the downloaded tender documents from the website. If the offer submitted through the downloaded tender documents which

are incomplete, or with changed contents, the offer will summarily rejected.

- 13.0 Quotation submitted by the tenderers through fax/telegrams/e-mail will not be considered valid.
- 14.0 All Taxes and duties must be clearly indicated in price bid.
- 15.0 If there is any discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, unit price shall prevail and total price will be corrected accordingly.
- 16.0 Price must be quoted in both figures and words and if there is any discrepancy ,the price quoted in words shall prevail.
- 17.0 Please send hard copy documents of on-line submitted offer to the SUPERINTENDING ENGINEER(C&M), KTPS, DVC,DIST - KODERMA, (JHARKHAND).

15.0 **Note: Bidders will not be required to upload scanned copy of any document or to submit hard copy of any document for the techno-commercial evaluation process except the scanned copy of Letter of Bid, cost of tender document, EMD, document in support of exemption of EMD (if applicable), documents in support of QR criteria besides submission of Hard Copy of cost of tender document and EMD before opening the tender. The information furnished by the bidders on-line along with on-line undertaking with Digital Signature Certificate in support of the authenticity of the facts, figures, information and documents furnished by them online will be accepted for the techno- commercial evaluation of the bids.**

15.1 The "**BID SECURITY/EMD**" i.e Cost of tender documents and Earnest Money deposit (for amount as indicated in the tender documents) have to be furnished only in modes specified in the tender documents. The documents towards the same in **original** must reach SUPERINTENDING ENGINEER(C&M), Office of DGM (C&M), KTPS, DVC., DIST - KODERMA, (JHARKHAND).

15.2 The details of documents towards Cost of tender documents and Earnest Money deposit must be filled in the space provided in the website. The scanned copies of the EMD Documents also must be uploaded in "Document Library".

15.3 **Bidders must positively complete online e-tendering procedure at <https://etenders.gov.in/e procure/app>. Do not submit hard copies of the offers.**

15.4 The bidders are also advised to keep on visiting the websites for any notification / amendment / addendum / corrigendum.

15.5 a. The bidder will have to submit the cost of tender document and EMD in off-line mode i.e. in hard copy along with uploading the same in e-procurement portal mentioned in NIT either in person or by post which must be received in the office of tender inviting authority on any working day after e-publication of NIT and upto last date & time of submission of bid. DVC shall not be responsible for any postal delay in receipt of cost of tender document and EMD. In case the cost of tender document and EMD are not received within the aforesaid period, the bid will be out rightly rejected.

b. In case of exemption of EMD the scanned copy of document in support of exemption will have to be uploaded by the bidder besides submission of Hard Copy before opening the tender. (Documentary evidence like valid registration certificate from appropriate government authority giving details such as, validity, stores etc.).

c. If the information furnished by bidder online are in agreement with the submitted instruments then the bidder will be evaluated as eligible for next step. The qualification in Techno commercial bid will be subject to the receipt and acceptance of cost of tender document and EMD.

15.6 The bidder will download the Letter of Bid, Techno- commercial Evaluation Sheet and the Price bid from the e-Procurement portal.

a. **Letter of Bid:** The letter of bid as per ANNEXURE-G is to be signed by the bidder and

scanned copy of the same is to be uploaded during the time of submission of the bid. Letter of bid will be the covering letter of the bidder. The content of the letter of bid should be as per the format given in the NIT and should not contain any other information.

b. **Techno-commercial Parameter sheet:** The techno-commercial parameter sheet containing technical and commercial terms uploaded in the e-procurement portal is to be downloaded by the bidder and after filling the same in all respect, is to be uploaded during bid submission.

The bidder will have to accept the all techno-commercial and General Terms & Conditions of the NIT except which are spelt out in deviation sheet and cost thereof **along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line.** No conditional bid shall be accepted.

In the undertaking given by the bidder on-line, there will be provision for forfeiture of EMD and/or banning for participating in future tenders in DVC for one year wherever applicable, if any information given by the bidder on-line is found to be false at any stage which changes the eligibility status of the bidder.

c. **Price bid:** The price bid containing bill of quantity is to be downloaded by the prospective bidders and fill the same in all respect and upload it in the e-procurement portal during bid submission. The Price Bid which is incomplete and / or not submitted as per instruction given above will be rejected out rightly.

d. Bidders will not be required to upload scanned copy of any document or to submit hard copy of any document for the techno-commercial evaluation process except the scanned copy of Letter of Bid, techno commercial sheet, cost of tender document, EMD, document in support of exemption of EMD (if applicable) besides submission of Hard Copy of cost of tender document and EMD before opening the tender. **The information furnished by the bidders on-line along with on-line undertaking with Digital Signature Certificate in support of the authenticity of the facts, figures, information and documents furnished by them online will be accepted for the Techno-commercial evaluation of the bids.**

e. **Verification of documents:** (i) L1 Bidder/s for each item will have to produce the documents (original/self authenticated and attested by Public Notary), in support of the information furnished by him/them on-line, for verification on any working day within 10 days in case of domestic tenders and 15 days in case of global tenders from the date of opening of Price bid. The L1 bidder(s) will also submit an affidavit (original) in line with annexure -I on a non-judicial stamp paper of Rs.10 regarding genuineness of the information furnished by him/them online and authenticity of the documents being produced by him/them, within the same time frame. No additional time will be allowed to the bidder for producing the required documents.

(ii) In case the L1 bidder for any item fails to produce the documents within the specified period of 10 days in case of domestic tenders and 15 days in case of global tenders, or if any of the information furnished by L1 bidder on-line is found to be false during verification of documents, which changes the eligibility status of the bidder then snap bidding/revise price bid/reverse auction will be resorted to within the remaining bidders instead of re-tender for the items/ contract in which the bidder was L-1 with forfeiture of EMD with caution letter to refrain in future and in event of 2nd instances EMD will be forfeited and banning of L1 bidder for one year from participating in future tenders considering time essence to finalize the tender.

(iii) In case of techno commercial compliance bid based on the information submitted by the bidder is three or less than three, verification of documents of all the bidders will be done before opening the price bid of techno-commercially acceptable offer.

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

In the event of any dispute or difference whatsoever arising under the contract or in connection

therewith including any question relating to existence, meaning and interpretation of the contract or any alleged breach thereof, the same shall be referred to the Secretary, CEO of Damodar Valley Corporation, Kolkata-54 or to a person nominated by him for arbitration. The Arbitration shall be conducted in accordance with the provisions of arbitration and conciliation law 1996 or latest and the decision / judgment of Arbitrator/Arbitrators shall be final and binding on both the parties.

However, in case the contractor is a Central Public Sector Enterprise/ Govt. Department, the dispute arising between the 'Owner' and the 'Contractor' shall be settled through Permanent Arbitration Machinery (PAM) of the Department of Public Enterprise, Govt. of India as per prevailing rules.

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

- 20.1 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.
- 20.2 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.
- 20.3 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.
- 20.4 In case Performance Rating obtained above is 'Unsatisfactory', in a single contract in two consecutive billing cycles, the Contractor shall not be recommended for issue of tender enquiry/ price bid opening/ placement of PO for a period as deemed fit not more than 2 years.

QUALIFYING REQUIREMENTS:

A. TECHNICAL CREDENTIALS

1. The school shall have a PAN India (more than one state) operation/school under operation in any DVC Project shall also be considered.
2. The organization should have a minimum experience of 10 Years or more in running and managing schools/educational institutions.
3. School failed/ not willing to completed tenure as per agreement executed in any DVC projects shall not be considered.
4. The school shall be mandatorily affiliated with the CBSE/ICSE for minimum period of 10 yrs. in continuity and based on their respective curriculum up to class XII. The school shall be run as English Medium, co-educational day school.
5. The school shall have minimum of two schools of national reputed in different places of country, out of which one should be from 1st to class XII with affiliation to CBSE.

* **Completed Works means** : NA

* **Similar Works means** : NA

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NISHANT R KERKETTA
SUPERINTENDING ENGINEER-C&M Purchase &
Contract
For & on behalf of Damodar Valley Corporation

KODARMA THERMAL POWER STATION

NIT NO.: DVC/Tender/KTPS/HRD/C&M Purchase & Contract/Works and Service/00007

TENDER DESCRIPTION Expression of Interest(EOI) for Running English Medium, Co-Ed, CBSE/ICSE School at KTPS, DVC, Koderma.

TECHNO-COMMERCIAL DOCUMENT (SHEET-2)

BIDDER'S NAME & ADDRESS:

BIDDER'S OFFER NO. & DATE:

Sl. No.	Clauses of NIT	Bidder's Compliance
1	The quoted prices should be "FIRM"	YES/NO
2	PAYMENT TERMS	
		(State your own payment terms here, if not complied with those in NIT)
3	SECURITY DEPOSIT CUM BANK GUARANTEE (SDBG)	YES/NO
4	LD CLAUSE	YES/NO
5	GUARANTEE/WARRANTY	YES/NO
6	INSPECTION CLAUSE	YES/NO
7	SUBMISSION OF REQUIRED DOCUMENTS	YES/NO
8	COMPLIANCE OF ALL OTHER TERMS OF NIT?	YES/NO
9	Whether the Bidder has filled the Techno-Commercial Deviation Schedule i.e., ANNEXURE-C?	YES/NO/NIL
10	If Deviation is there, has the Bidder filled in the Cost of Withdrawal of Deviations in ANNEXURE-D	YES/NO/NOT APPLICABLE

FORMAT FOR PRICE BID :**ANNEXURE- B**

NAME OF THE PLANT : _____

ADDRESS : _____

ENQUIRY / NIT NO. : DVC/Tender/KTPS/HRD/C&M Purchase & Contract/Works and Serv.

DATE : _____

TASK DETAILS

Sl. No.	Task Description	SAC Code	Frequency/ Quantity	Unit of Measurement	Unit Rate (RS.)	TOTAL AMOUNT (RS.)
1	Running school at KTPS.		10.0000	YEAR		
TOTAL PRICE						
TOTAL PRICE (IN WORDS) :						
GST, IF APPLICABLE (IN % ONLY)						
ANY OTHER TAXES & DUTIES, IF APPLICABLE (IN % ONLY)						

(Signature) _____
 (Name) _____
 (Designation) _____
 (Common Seal) _____

NOTE :

1. No separate sheet on account of discount/rebate is permitted. The tender is liable to be rejected in case any extra sheet is enclosed, stapled or pinned to this price bid sheet.
2. Bidder should provide HSN CODE & SAC CODE against Materials/ Jobs in their offer.

TECHNO-COMMERCIAL DEVIATION SCHEDULE

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

NAME OF THE PROJECT	KODARMA THERMAL POWER STATION
YOUR NIT NO.	DVC/Tender/KTPS/HRD/C&M Purchase & Contract/Works and Service/00
Bidder's NAME & ADDRESS	

TO

_____ (Purchaser's Name & Address)

Dear Sir,

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

SL. NO.	CLAUSE NO.	DEVIATION

Date _____ (signature) _____

Place : _____ (Name) _____
 (Designation) _____

Common Seal _____

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

Cost of withdrawal of deviations

NAME OF THE PROJECT	KODARMA THERMAL POWER STATION
YOUR NIT NO.	DVC/Tender/KTPS/HRD/C&M Purchase & Contract/Works and Service/
BIDDER'S NAME & ADDRESS	

TO

(Purchaser's Name & Address)

Dear Sir,

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

SI No	CLAUSE NO.	DEVIATION	COST OF WITHDRAWAL IN (RS.)

Date _____ (signature) _____

Place : _____ (Name) _____ Designation

Common Seal _____

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

(On non-judicial stamp paper of appropriate value)
PROFORMA OF BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT

To
DAMODAR VALLEY CORPORATION
DVC TOWERS : VIP ROAD
KOLKATA-54.

BG No. :
Date :

Dear Sir.

In accordance with your Notice Inviting Tender -----
----- under your specification

No ----- dated ----- M/s------(Name& full address of the
firm)(Hereinafter called the Tenderer) hereby submit the Bank Guarantee:

Whereas to participate in the said tender for the following:

- 1. ----- (Name of the items to be
supplied as per NIT)
2. -----
3. -----

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

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

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

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

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

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

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

Date ----- (Signature) -----

Place ----- (Printed Name) ---

(Designation) -----
(Bank's common seal) -----

In presence of:
WITNESS (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.

BANK GUARANTEE VERIFICATION CHECKLIST

CHECK LIST	YES	NO
<p>1.Does the Bank Guarantee compare verbatim with standard DVC Proforma for BG?</p> <p>2.A) Has the executing Officer of BG indicating his name, designation & Power of Attorney No. / Signing Power number etc. on BG?</p> <p>B)In each page of BG duly signed/initiated by the executants 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.</p> <p>C)Is BG No. and date mentioned on all pages of the BG? D)Does the last page of the BG carry the signature of two witnesses alongside the signature of the executing Bank Manager?</p> <p>3.A) Is the BG on non-judicial stamp paper is issued not more than six months prior to date of execution of BG</p> <p>B) Is the date of sale of non-judicial stamp paper is issued not more than six months prior to date of execution of BG.</p> <p>4.A) Are the factual details such as Bid specification No./NIT No./LOA/PO no. contract price, etc. correct?</p> <p>B) Whether overwriting/cutting if any on the BG authenticated under signature & seal of executants.</p> <p>5.Is the amount and validity of BG in line with contract provisions?</p> <p>6.Is the foreign bank guarantee, Confirmed by a Nationalized/scheduled bank in India (as applicable)?</p> <p>7.Whether the BG has been issued by a Nationalized Bank/Non-Nationalized Bank. Acceptable to DVC/Scheduled bank at India (the applicability of the Bank should be in line with the provisions of bidding Documents)</p>		

ANNEXURE- G

Letter of Bid

To
The Superintending Engineer (C&M)
DVC, KTPS
DIST - KODERMA, (JHARKHAND).

Sub : ' Expression of Interest(EOI) for Running English Medium, Co-Ed, CBSE/ICSE School at KTPS, DVC, Koderma.

Ref: 1. NIT No: ' _____ '

Dear Sir(s),

We offer to supply the materials/ execute the work as per our offered bill of quantity in accordance with the conditions of the NIT document as available in the website. The details of the application fee/cost of Tender document and EMD being submitted by us has been furnished on-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 unconditionally.

Yours faithfully,

(Signature of Bidder OR
Authorized person of bidder OR
DSC Holder bidding online with authorization from bidder)

1. Name of Authorized Signatory
2. Type of Authorization
3. Name of the Bidder
4. Address
5. e-mail Address
6. Mobile Number
7. FAX Number
8. Telephone Number
9. Place
10. Date

ANNEXURE- H

**DETAILS OF BANKER FOR MAKING PAYMENT THROUGH RTGS/NEFT
Requirement for RTGS / CBS /NEFT**

- 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:
Place:

(Authorised Signatory)
(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:
Place:

(Authorised Signatory)
(Name)
(Designation)
(Authorisation No.)

(Bank Seal)

ANNEXURE- W

PROFORMA FOR AFFIDAVIT TO BE SUBMITTED BY THE BIDDER

(for genuineness of the information furnished on-line and authenticity of the documents produced before Tender Committee 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 information furnished by me/us on-line in respect of fulfilment 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, forfeiture of Earnest Money and banning / delisting of our firm and all partners of the firm for a minimum period of 01 (one) year.

Signature of the Tenderer

Dated:

Signature and Seal of Notary

(To be uploaded by the Digital Signature Certificate Holder)

ON NON JUDICIAL STAMP PAPER

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

ANNEXURE-F

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

A. List of Scheduled Public Sector Banks:

1. State Bank of India
2. Bank of Baroda (Including Vijaya Bank and Dena Bank)
3. Bank of India
4. Bank of Maharashtra
5. Canara Bank (Including Syndicate Bank)
6. Central Bank of India
7. Indian Bank (Including Allahabad Bank)
8. Indian Overseas Bank
9. Punjab National Bank (including Oriental Bank of Commerce and United Bank of India)
10. Punjab & Sind Bank
11. Union Bank of India (including Andhra Bank and Corporation Bank)
12. UCO Bank

B. List of Scheduled Private Sector Banks

1. Axis Bank Ltd.
2. Bandhan Bank Ltd.
3. CSB Bank Ltd.
4. City Union Bank Ltd.
5. DCB Bank Ltd.
6. Dhanlaxmi Bank Ltd.
7. Federal Bank Ltd.
8. HDFC Bank Ltd
9. ICICI Bank Ltd.
10. IndusInd Bank Ltd
11. IDFC First Bank Ltd.
12. Jammu & Kashmir Bank Ltd.
13. Karnataka Bank Ltd.
14. Karur Vysya Bank Ltd.
15. Kotak Mahindra Bank Ltd
16. Lakshmi Vilas Bank Ltd.
17. Nainital Bank Ltd.
18. RBL Bank Ltd.
19. South Indian Bank Ltd.
20. Tamilnad Mercantile Bank Ltd.
21. YES Bank Ltd.
22. IDBI Bank Ltd.

C. List of Scheduled Small Finance Banks

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

4. Suryoday Small Finance Bank Limited
5. Ujjivan Small Finance Bank Limited
6. Utkarsh Small Finance Bank Limited
7. ESAF Small Finance Bank Limited
8. Fincare Small Finance Bank Limited
9. Jana Small Finance Bank Limited
10. North East Small Finance Bank Limited
11. Shivalik Small Finance Bank

D. Limited List of Scheduled Payments Banks

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

E. List of Scheduled Foreign Banks in India

1. Australia and New Zealand Banking Group Ltd.
2. Westpac Banking Corporation
3. Bank of Bahrain & Kuwait BSC
4. AB Bank Ltd.
5. Sonali Bank Ltd.
6. Bank of Nova Scotia
7. Industrial & Commercial Bank of China Ltd.
8. BNP Paribas
9. Credit Agricole Corporate & Investment Bank
10. Societe Generale
11. Deutsche Bank
12. HSBC Ltd
13. PT Bank Maybank Indonesia TBK
14. Mizuho Bank Ltd.
15. Sumitomo Mitsui Banking Corporation
16. MUFG Bank, Ltd.
17. Cooperatieve Rabobank U.A
18. Doha Bank
19. Qatar National Bank
20. JSC VTB Bank
21. Sberbank
22. United Overseas Bank Ltd
23. FirstRand Bank Ltd
24. Shinhan Bank
25. Woori Bank
26. KEB Hana Bank
27. Industrial Bank of Korea
28. Kookmin Bank
29. Bank of Ceylon
30. Credit Suisse A.G
31. CTBC Bank Co., Ltd.
32. Krung Thai Bank Public Co. Ltd.
33. Abu Dhabi Commercial Bank Ltd.

- 34. Mashreq Bank PSC
- 35. First Abu Dhabi Bank PJSC
- 36. Emirates Bank NBD
- 37. Barclays Bank Plc.
- 38. Standard Chartered Bank
- 39. NatWest Markets Plc
- 40. American Express Banking Corporation
- 41. Bank of America
- 42. Citibank N.A.
- 43. J.P. Morgan Chase Bank N.A.
- 44. SBM Bank (India) Limited*
- 45. DBS Bank India Limited*
- 46. Bank of China Ltd.

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

CERTIFICATE

(Bidder's Letterhead)

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

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

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

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

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

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

Date:
Place:

(Authorised Signatory)

(Printed Name)

(Designation) _____

(Name) _____

Address _____

(Company Seal)