



**DAMODAR VALLEY CORPORATION
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DAMODAR VALLEY CORPORATION

TENDER DOCUMENTS FOR

**CONSTRUCTION OF RESORT WITH ALL AMENITIES AT YACHT CLUB AREA ,
MAITHON, DVC ON DESIGN, BUILT, FINANCE, OPERATE AND MAINTAIN(DBFOM)
MODE**

**NIT NO.: DVC/C&M/CMG/Maithon/Resort
(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/CMG/Maithon/Resort

Date: 19/06/2023

1.0 Damodar Valley Corporation (DVC) invites bid from eligible bidders on e-Tendering mode [“Single Stage - three envelopes basis”, followed by “On-line Forward Auction”] for “CONSTRUCTION OF RESORT WITH ALL AMENITIES AT YACHT CLUB AREA , MAITHON, DVC ON DESIGN, BUILT, FINANCE, OPERATE AND MAINTAIN(DBFOM) MODE” 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 7,50,000/- (Rupees Seven Lakhs Fifty Thousand Only).**

Cost of Tender Documents(non-refundable): - **Rs 15,000/- (Rupees Fifteen Thousand Only)** inclusive of GST as applicable.

Bidding schedule:

Tender Document downloading Period	From 19.06.2023 at 18:00 Hrs.(IST) to 17.07.2023 at 14:59 Hrs.(IST)
Date & Time of pre-bid conference	03.07.2023 at 11.00 Hrs.(IST)
Date of Online submission of Pre Bid Queries	From 20.06.2023 To 03.07.2023
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> ”.	17.07.2023 at 15:00 Hrs.(IST)
Bid Opening Date & Time of “hard copies of [Envelope1] <u>Offline</u> ”.	18.07.2023 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.	18.07.2023 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 Forward 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 addendum/corrigendum /extension, if required, pertaining to this NIT will be hosted in



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<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

3.1 Technical Capability:

3.1.1 The Bidder should have Experience of having similar works during last 7 years ending last day of month previous to the one in which offers are invited should be either of the following:

a) Three similar completed works each costing not less than the amount equal to Rs. 3.00 Crores for each project.

OR,

b) Two similar completed works each costing not less than the amount equal to Rs. 3.75 Crores each for each project.

OR,

c) One similar completed work costing not less than the amount equal to Rs. 6.00 Crores for one project.

Similar works: Owners/Operators of Hotel/ Resort having investment for which experience is being claimed. The bidder should mandatorily provide an investment certificate from a practicing chartered accountant and certificate from a chartered Engineer or registered valuer. Bidders shall have to furnish relevant document in support of minimum of 3 years' experience in the above-mentioned category.

For claiming the experience of at least 3 years in operation of said property/properties, following documentary proof to be given:

a) Date of commencement of the project. (Certificate of practicing Chartered Accountant & Registration under Shop & Establishment Act or any other registration/permission issued by the State Government/local authority)

b) GST registration valid on due date.

c) Valid registration under food and safety act in case of Hotels/Resorts

3.2 Financial Capability:

3.2.1 Net Working Capital 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. 1,50,00,000/-.

Note:

Net working capital means the difference of sum of current assets and sum of current



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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.

3.2.2 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.

Notes for Clause 3.0 :

(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 till the completion of entire lease period i.e for 30 years. The bidder and the promoter company (ies) on whose strength the JV Company is qualified, shall be jointly and severally liable for development of tourism 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 Land Premium as per lease agreement in addition to the contract performance guarantee of 2% of the Land Premium as per lease agreement. 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 development of tourism along with the bid. In case of award, associate shall be required to furnish bank guarantee for 2% of the Land Premium as per lease agreement in addition to the contract performance guarantee of 2% of the Land Premium as per lease agreement 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.



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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 development of tourism including disbursement of premium/revenue/ground rent/service charge to DVC 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 development of tourism, if awarded, in accordance with the settled terms & conditions and a copy of agreement entered into by the joint venture partners having such provision shall be submitted with the bid. A statement to this effect shall be included in the authorization mentioned under above clause.

(v) The Joint Ventures of the firms shall furnish all the required information as asked for in the NIT / 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.



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

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

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

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

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

(ii) 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, in original in Envelope1.

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)



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future correspondence, are mentioned below:

- (i) Shri Sandip Chanda , Sr. Manager, C&M Deptt., DVC Towers, Kolkata
e-mail: sandip.chanda@dvc.gov.in
- (ii) Shri Souvik Mondal, Dy. Manager, 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 (off-line and/or, online).

6.0 ADDRESS FOR COMMUNICATION:

General Manager,
C&M Department, DVC,
DVC Towers, VIP Road, Kolkata-700054
E-mail: amitava.maity@dvc.gov.in, Tel No. 033-6607-2302

7.0 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and DVC 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

A prospective Bidder requiring any clarification to the Tender documents may notify the Owner 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 Owner(DVC) 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 Owner(DVC) may, for any reason, whether at its own initiative, or in response to the clarifications requested by the prospective Bidders, amend the Tender documents. 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 Owner(DVC) 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 Owner(DVC), if required.



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

10.0 PERIOD OF VALIDITY OF BID & LANGUAGE OF BID

- 10.1 Bids shall remain valid for a period of 180 days from the closing date prescribed by the Owner(DVC) for the receipt of Bids. A Bid valid for a shorter period shall be rejected by the Owner(DVC) as being nonresponsive.
- 10.2 In exceptional circumstances, the Owner(DVC) may solicit the Bidder's consent to an extension of the Bid validity period. The request and responses thereto shall be made by e-mail. If a bidder accepts to extend the period of bid validity, the validity of Bid security 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 Owner(DVC) 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 Owner(DVC) 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 Owner(DVC) in writing. The notice of withdrawal shall be address to the Owner(DVC) 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.



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If the Bidder (to whom the Owner(DVC) 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 Owner(DVC) may go for re-tendering. In this re-tender, if restored by the Owner(DVC), such defaulting Bidder will not be allowed to participate.

12.0 DOCUMENTS COMPRISING OF THE BID & BIDDING PROCEDURE

12.1 Three envelope Bidding procedure shall be followed as under:

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

Envelope1 Shall comprises of the following: -

- (a) 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 Owner(DVC) 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. Declaration as per Attachment – 2 of Envelope2 (Excel Sheet).
3. Scan copies of the supporting documents in support of Technical QR [clause No. 3.1.1, 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.
4. Scan copies of the supporting documents in support of Financial QR [clause No. 3.2.1, and 3.2.2 of NIT documents] of as per the declaration made by the Bidder in Attachment-1 of Envelope2 (Excel Sheet), following the terms & conditions of the NIT.
5. 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



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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.

6. Scanned copy of Notarized Power of Attorney (as per Form No. 5 of VOL-I of this NIT).
7. 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.
8. Scanned copy of Acceptance of On Line Forward Auction / Bidding (as per Form No. 7 of VOL-I of this NIT).
9. 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.
10. Scanned copy of Cost of Tender Document as mentioned at 12.1.(i) (a) above.
11. Scanned copy of Bid security document as mentioned at 12.1.(i) (b) above.
12. 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.12 of VOL-I of this NIT.
13. Scanned copy of DECLARATION ON BANNING POLICY as per format enclosed in Form.13 of VOL-I of this NIT.
14. Scanned copy of DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER & ** 'ASSOCIATE' / 'PROMOTER COMPANY (IES) OF JVC' (if applicable) as per format enclosed in Form.14 of VOL-I of this NIT.
15. Scanned copy of POWER OF ATTORNEY FOR JOINT VENTURE AGREEMENT (if applicable) as per format enclosed in Form.16 of VOL-I of this NIT.

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

Please note that the Envelope1(in hard copy), Envelope2 (Excel Sheet) & Scan copy of the supporting documents for Envelope2 as uploaded by the Bidder should not contain any Bid price content entry. In case any Bid price (basic price) component is exposed in Envelope2 (Excel Sheet) or, any Scan copy of the supporting documents for Envelope2, then his Bid may be rejected outrightly by the Owner(DVC).

(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: -

1. Quoted Annual Revenue Share as per Price Schedule No.–1 in BOQ1

Bidders shall necessarily submit their offered Annual Revenue Share in "Envelope3 (Excel Sheet) in template format" and no other format is acceptable.



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The Annual Revenue Share quoted by the Bidder in “Envelope3 (Excel Sheet) in template format” must be greater than the Minimum Annual Revenue Share mentioned in clause 22.0 of this NIT.

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 Owner(DVC).

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 Deviation is permitted by DVC for this NIT.

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

Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. The costs of visiting the site shall be at the Bidder's own expense.

Conditional Bid shall not be accepted under any circumstance by the Owner(DVC).

Bidders may note that deviations, variations and additional conditions etc. 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



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attested by Public Notary” of all the supporting documents for Envelope2 by the highest evaluated Bidder after the Forward Auction Process and as per the evaluation criteria as mentioned in clause 24 below of Volume-I, for DVC’s verification and record, who was asked to submit the same by the Owner(DVC) following the terms & conditions of this NIT within 10 days from opening of Envelope3 (Excel Sheet) in Template Format. No additional time will be allowed to the H1 Bidder for producing the required documents. **Please refer clause No. 14.0 regarding submission of the above supporting documents.**

12.2 Online Forward Auction/Bidding procedure as per the Terms & Conditions of the NIT: shall be followed as under:

- (i) “On Line Forward Auction/Bidding” shall be conducted by the Owner(DVC) between the Bidders, who are found eligible for participating in the Forward Auction/Bidding by the Owner(DVC), following the procedure as mentioned in this NIT.
- (ii) After publishing the Forward Auction /Bidding by the Owner(DVC) in the e-tender portal, the eligible bidders (who are found eligible for participating in the Forward Auction/Bidding by the Owner(DVC)) can be able to view the “Opening Price” i.e. the base price/ start price for On Line Forward Auction/Bidding, the Bid Increment value, Maximum Seal percentage, Start time & end Time.
- (iii) During the On Line Forward Auction/Bidding, Bidders [who are found eligible for participating in the Forward Auction/Bidding by the Owner(DVC)] shall be able to view the following on their screen along with the necessary fields during Online Forward Auction / Bidding:
 - a) Auction Start Price/Opening Price.
 - b) Bid Increment value/Price
 - c) Forward Auction Start time & end time.
 - d) Best Bid in the Bidding (Current H1Price)
 - e) Bidders bid submitted date & time
 - f) Extensions, if any
- (iv) During the On Line Forward Auction/Bidding, the above Bidders [who are found eligible for participating in the Forward Auction/Bidding by the Owner(DVC)] shall be permitted to place their **Next Bid Price / Final Price Offer** provided that his Bid Prices shall be more than a minimum bid increment or in multiples of incremental value from the Last Bid Price received/displayed in the system up to above Max Seal %.

13.0 BID QUOTATION

- 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 LESSEE’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 Annual Revenue Share following all the commercial, contractual and technical obligations outlined in the Tender documents. The Annual Revenue Share quoted by the Bidder must be greater than the Minimum Annual Revenue Share mentioned in clause 22.0 of this NIT .



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13.3 Bidders shall give a breakdown of the Minimum Annual Revenue Share in the manner and detail called for in the Price Schedules.

13.4 QUOTATION BASIS

The Quoted Price shall encompass annual revenue share during the operational period of the Resort with all amenities at Yacht Club Area, Maithon, DVC on Design, Built, Finance, Operate and Maintain (DBFOM) mode . The Quoted Price shall be exclusive of all taxes, duties, levies, cess, etc., GST and BOCW Cess which are now or may at any time hereafter during the said term be assessed, charged or imposed upon the said land hereby demised on the building to be erected thereupon or upon the land-lord or tenant in respect thereof.

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

14.0 BID OPENING & BID EVALUATION:

14.1 The Owner(DVC) 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 Owner(DVC), the Bids will be opened at the appointed time on the next working day.

The Owner(DVC) 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 Owner(DVC) 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



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documents for Envelope2, the Owner(DVC) 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 Owner(DVC) 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 Owner(DVC) will carry out evaluation of the Quoted Price as detailed below:

QUOTED PRICE EVALUATION

The method of evaluation is illustrated below:

Illustrative Method of Evaluation

Any Bidder (In INR)

-
1. **Quoted Bid Price** (after considering arithmetical errors, if any)
 2. **Evaluated Bid Price** as per Schedule No. 1 in BoQ1 of “Envelope3 (Excel Sheet) in Template Format” = N

The Annual Revenue Share quoted by the Bidder in “Envelope3 (Excel Sheet) in template format” must be greater than the Minimum Annual Revenue Share mentioned in clause 22.0 of this NIT.

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

- 14.4** Based on the **highest Initial Price Offer**, the Owner(DVC) reserves the right to fix the “Opening Price” i.e. the **base price/ start price** for online Forward Auction/Bidding.

The Owner(DVC) will then conduct online Forward Auction/Bidding after two (2) hrs. from opening of “Envelope3(Excel Sheet) in Template Format”, within the Techno-commercially accepted Bidders who’s Initial Price Offer have been opened by the Owner(DVC), after eliminating the L-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 Owner(DVC) will be allowed to participate in on-line Forward Auction/Bidding.

ON LINE FORWARD AUCTION/BIDDING:

- (i) The Bidder that submits the **highest Final Price Offer** at the conclusion of online Forward Auction/Bidding process, i.e. the Closing Price, shall be termed as the “H1 Bidder”.
- (ii) Similarly, the Bidders that submits the **next highest Final Price Offer** at the conclusion of online Forward Auction/Bidding process shall be termed as the “H2 Bidder”, “H3 Bidder” “H4 Bidder” and “H5 Bidder”, as the case may be.



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

14.5 DVC will then intimate the H1 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 H1 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 H1 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 Owner(DVC) may, at its discretion, ask the Bidder for a clarification on its Bid. The request for clarification and the response there to shall be through 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 Owner(DVC) reserves the right to assess the capabilities and capacity of the Bidder to execute the contract at any stage during the entire Bid evaluation period and prior to award, should the circumstances warrant such assessment in the overall interest of the Owner(DVC).

(iii) In case where the business firm happens to have been banned / suspended by 'Any establishment of DVC' / 'Ministry of Power- Govt. of India' / 'Department of Expenditure (DoE), Ministry of Finance (MoF) – as displayed on Central Public Procurement Portal(CPPP)' and the ban/ suspension is still in force on the date of bid opening, the offer of the business firm / authorised agent/ 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 DVC during the last 2 years is found "Unsatisfactory", DVC reserves 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.

A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Owner(DVC), in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Lease Deed. In the event any such adviser is engaged by the Selected Bidder or Lessee, as the case may be, after issue of the LOA or execution of the Lease Deed, then notwithstanding anything to the contrary contained herein or in the LOA or the Lease Deed and without prejudice to any other right or remedy of the Owner(DVC), including the forfeiture and appropriation of the Bid Security or Performance Security, as the case maybe, which the Owner(DVC) may have there under or



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otherwise, the LOA or the Lease Deed, as the case may be, shall be liable to be terminated without the Owner(DVC) being liable in any manner whatsoever to the Selected Bidder or Lessee for the same.

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 Owner(DVC) for the receipt of Bids and beyond any extension of Bid validity subsequently requested, plus three months claim period thereafter.

15.2 Any Bid, not accompanied by an acceptable Bid security documents in Envelope¹ shall be rejected by the Owner(DVC) 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.

15.5 The Bid security may be forfeited without any notice or proof of damage to the Owner, etc. as per GCC clause 4 , clause 19 and clause 21 of this NIT.

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

16.0 CONTACTING THE OWNER & AWARD OF CONTRACT

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

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

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



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

18.0 LETTER OF AWARD

Prior to the expiration of the period of Bid validity, DVC 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 Award shall in all respect be deemed to be and shall be construed 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 Lessee shall indemnify and hold harmless the Owner (DVC) from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Lessee or its personnel.

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

19.0 SIGNING THE LEASE DEED

Within Thirty (30) days from the date of issuance of Letter of Award, the Lessee and the Lessor shall execute the Lease Deed for leasing out of DVC area to the Lessee for Construction of Resort with all amenities at Yacht Club Area, Maithon, DVC on Design, Built, Finance, Operate and Maintain (DBFOM) mode as per the format provided in this Tender documents (Form No.10 of VOL-I of this NIT).

Non-execution of LEASE DEED by the Lessee within 30 days from the date of issue of Letter of Award , due to fault of the Lessee , 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.

20.0 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 11 of NIT), incorporating all agreements between the parties. After receipt of the draft Contract Agreement, the Lessee 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 Lessor is not required. Out of 2 sets of original Contract Agreement, the Lessee shall be provided with one signed original and the other will be retained by the Lessor. Subsequent to signing



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of the Contract, the Lessee at his own cost shall provide the Lessor with at three (3) soft copies of the Contract Agreement(s) within thirty (30) days after signing of the Contract.

21.0 SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:

To ensure due performance of the execution of the development of tourism including disbursement of premium/revenue/ground rent/service charge to DVC, the Lessee 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 2% of the Land Premium as per lease deed 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) from any Nationalised / Scheduled Bank (as per the list provided in **Annexure-1** of VOL-I of this NIT) and having validity up to 60(sixty) days beyond the lease period of 30 years/ 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. The proforma of Bank Guarantee 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).

In case the Lessee 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 Lessee without interest, after the completion of lease period under the lease agreement .

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 Lessee.

22.0 Projected Financial Model :

The lease shall be initially for a period of 30 years with provision of renewal option of similar number of years , if so requested by the lessee and agreed to by the lessor, as per terms and conditions prevailing at the time of renewal.

The land licence fees consists of :

(i) Land premium @95% of the actual market value of land(One time) as on date considering approx. project area of 3.28 Acre (estimated) shall be payable by the Lessee at the time of signing of the lease deed.

(ii) Annual Service Charge @ 2% of the land premium shall be paid annually.

(iii) Annual Ground Rent-@1% of Land Premium with an escalation of 20% in every 10 years preceding to the previous years.

(iv) Apart from above land licence fees , there will be annual revenue sharing with DVC by the Lessee after fifteen (15) months of project lean period as detailed below:



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1. Annual Revenue Share as quoted by the Lessee in "Envelope3 (Excel Sheet) in template format" [Minimum Rs. 46.6 Lakh (Rupees Forty-Six Lakh Sixty Thousand only)] with 8 % (Eight percent) annual escalation].

However, in case the amount derived by the above mentioned Annual Revenue Share method is less than 10 per cent of the annual revenue generated with an increment of 2% (two percent) in every three years , the higher amount shall be payable by the Lessee.

Further, a one time premium of Rs 15 lac shall be payable by the Lessee at the time of signing of the lease deed for the 15 months project lean period i.e. Construction period and during which no revenue will be shared by the lessee.

If the lessee does not use the land for the approved object or fails to obtain any approval or permission from the requisite competent authority, he/it may surrender such land to the lessor. In case of such surrender by the lessee, no amount shall be refunded i.r.o. Annual one time premium and performance security.

In case of failure of project or lessee is not willing to run the project and surrendered, all fixed capital assets and infrastructure at the site (developed and created by the lessee) shall be peacefully removed by the lessee at his own cost within 3 months from the date of termination of lease after clearing all dues of DVC. In case the lessee does not clear the site as stipulated above, lessor will be free to reuse/ dispose of the property at his own discretion.

If the Lessor fails to hand over the possession of the land parcel/property due to any inevitable reasons, the lease may be terminated within one year with mutual consent of both the parties. In such case the one time project premium amount, annual license fee and performance security deposited by the lessee shall be refunded in full. No interest shall be payable on such refund.

23.0 LEASE PERIOD:

The Lessee would operate the Project throughout the Lease Period of 30 (thirty) years from the date of signing of the Lease Deed.

Renewal may be done for another 02(two) terms based on performance of the Lessee and mutual discussion thereupon.

On the expiry of the Lease Period or early termination of the Lease Deed, all fixed capital assets and infrastructure at the site (developed and created by the lessee) shall be peacefully removed by the lessee at his own cost within 3 months from the date of termination of lease. In case the lessee does not clear the site as stipulated above, lessor will be free to reuse/ dispose of the property at his own discretion.

The lessor further covenants that it may, at the written request of lessee at least 6 months prior to the end of the term hereby granted, execute with the lessee at the lessee's cost, a renewed lease over the project for the term as agreed upon and shall get it registered as per the then prevailing rules and subject to such conditions that the lessor may determine at that time.



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Provided that the rent may be enhanced for the grant of every renewed lease and that every renewed lease shall contain such conditions herein contained as shall be applicable and such other conditions as may be thought at that time.

Provided further that the decision of the lessor about the rent to be fixed and the conditions to be imposed at each successive renewal shall be final.

24.0 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.
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.

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:



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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:

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.



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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;
 - 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



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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
 - 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



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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:

- 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:



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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.

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.



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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.
- (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.



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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 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.

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

“Day” means calendar day of the Gregorian Calendar.

“Month” means calendar month of the Gregorian Calendar.

“Owner” means Damodar Valley Corporation (DVC) and includes the legal administrators,



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successors, executors and assigns of the Owner.

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

“**Project Coordinator**” means the person appointed by the Authority (DVC) to perform the duties delegated by the Authority (DVC) and will arrange to provide all inputs to the Contractor.

“**Lessee’s Representative**” means any person nominated by the Lessee to perform the duties delegated by the Lessee and will arrange to provide all deliverables to the Authority (DVC).

TIA: Shall means the Authority(DVC)

- B. Specification:** shall be as per VOL –II of this NIT documents.
- C. 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.
- D. 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.
- E. 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.
- F.** All payment to the Contractor will be released through RTGS/NEFT only.
- G. Optional Terms & Conditions:** Are included as GCC
- I. Terms of Payment** (Reference Clause no. 10 of GCC) : shall be as per Appendix-1 to the Form of Contract Agreement (Form No. 11 of VOL-I) of this NIT.

K. Construction Power Supply: The Lessee shall make own arrangements at his cost from the nearest supply source as per DVC’s terms and conditions, If Lessor is providing the Power supply for construction activity, construction power shall be chargeable as per the prevailing rate at respective site of the Lessor . 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 Lessee.

Construction Water Supply: The Lessee shall make own arrangements at his cost from the nearest supply source as per DVC’s terms and conditions, If Lessor providing the water supply for construction activity, construction water shall be chargeable as per the prevailing rate at respective site of the Lessor. 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.

N. LIQUIDATED DAMAGES FOR DELAY IN CONSTRUCTION (Reference Clause no. 13 of GCC):

The time remains the essence of the Contract and all deliverables under the Contract needs to be



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completed within the stipulated time schedule. The Lessee shall commence work on the Facilities from the date of Signing of Lease Deed . The Lessee 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 fifteen (15) months project lean period for Construction period of Resort with all amenities at Yacht Club area Maithon, DVC , the lessee has to pay the annual revenue share (as quoted) including GST & other taxes as applicable on it within 60 (sixty) days from the date of end of running financial year on pro-rata basis irrespective of completion of the project construction. Penalty shall be applicable as stipulated under “Event of Default” of Scope of Work and Terms & Conditions..

O. Security Deposit cum Performance Bank Guarantee : Shall be as per clause 21.0 of Volume-I of this NIT documents

P. CLARIFICATIONS ON BID DOCUMENTS : Shall be as per clause 8.0 of VOL-I of this NIT documents.

Q. AMENDMENT OF BIDDING DOCUMENTS: Shall be as per clause 9.0 of VOL-I of this NIT documents.

R. PRICE BID EVALUATION PROCEDURE : Shall be as clause 14.0 of VOL-I of this NIT documents.

T. ELIGIBILITY CRITERIA OF JOINT VENTURE/ASSOCIATES IN TURNKEY CONTRACT (Reference Clause no. 13 of optional terms & conditions of GCC): Shall be as per clause 3.0 of Vol-I of this NIT.

U. Settlement of Dispute and Arbitration (Reference Clause no. 33 of GCC) :

1. ADJUDICATOR

1.1 If any dispute of any kind whatsoever shall arise between the Lessor and the Lessee in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Facilities—whether during the progress of the Facilities or after their completion and whether before or after the termination, abandonment or breach of the Contract—the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute shall be referred in writing by either party to the Adjudicator, with a copy to the other party.

1.2 The Adjudicator shall give its decision in writing to both parties within twenty-eight (28) days of a dispute being referred to it. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either the Lessor or the Lessee within fifty-six (56) days of such reference, the decision shall become final and binding upon the Lessor and the Lessee. Any decision that has become final and binding shall be implemented by the parties forthwith.

1.3 Should the Adjudicator resign or die, or should the Lessor and the Lessee agree that the Adjudicator is not fulfilling its functions in accordance with the provisions of the Contract, another retired Judge of High Court / Supreme Court of India shall be jointly appointed by the Lessor and the Lessee as Adjudicator under the Contract. Failing agreement between the two, within twenty-eight (28) days, the new retired Judge of High Court/Supreme Court of India



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shall be appointed as Adjudicator under the Contract at the request of either party by the Appointing Authority. The Adjudicator shall be paid fee plus reasonable expenditures incurred in the execution of its duties as Adjudicator under the Contract. These costs shall be divided equally between the Lessor and the Lessee.

2. ARBITRATION

2.1 If either the Lessor and the Lessee is dissatisfied with the Adjudicator's decision, or if the Adjudicator fails to give a decision within twenty-eight (28) days of a dispute being referred to it, then either the Lessor or the Lessee may, within fifty-six (56) days of such reference, give notice to the other party, with a copy for information to the Adjudicator, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

2.2 Any dispute in respect of which a notice of intention to commence arbitration has been given in accordance with above Clause 2.1 shall be finally settled by arbitration. Arbitration may be commenced prior to or after expiry of lease period.

2.3 Any dispute submitted by a party to arbitration shall be heard by an arbitration panel composed of three arbitrators, in accordance with the provisions set forth below.

2.4 The Lessor and the Lessee shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrators do not succeed in appointing a third arbitrator within twenty eight (28) days after the latter of the two arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority.

2.5 If one party fails to appoint its arbitrator within forty-two (42) days after the other party has named its arbitrator, the party which has named an arbitrator may request the Appointing Authority to appoint the second arbitrator.

2.6 If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws and a substitute shall be appointed in the same manner as the original arbitrator.

2.7 Arbitration proceedings shall be conducted as follows:-

(i) Appointing Authority for Adjudicator: Chairman of DVC.

Appointing Authority for third Arbitrator:

a) **President, Institution of Engineers in case of an Indian Contractor.**

(ii) Rules of procedure for arbitration proceedings:

a) The arbitration proceedings shall be conducted in accordance with Indian Arbitration and Conciliation Act 1996. In case the Indian Contractor is an Indian Public Sector Enterprise /Government Department (but not a state Govt. Undertaking of Joint Sector Undertaking which is not a subsidiary of Central Govt. Undertaking), the dispute arising between the Owner(DVC) and the Contractor shall be referred for resolution to a Permanent Arbitration machinery (PAM) of the Department of Public Enterprises, Government of India.

(iii) The Place for Arbitration shall be: Kolkata, India



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2.8 The decision of a majority of the arbitrators (or of the third arbitrator chairing the arbitration panel, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.

2.9 The arbitrator(s) shall give reasoned award.

3. Notwithstanding any reference to the Adjudicator or arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree

(b) the Lessee shall pay the Lessor any monies due to the Lessor.

4. COURT OF JURISDICTION:

All litigations arising out of this enquiry and subsequent Purchase order/Contract, if any, are subject jurisdiction of Court in the City of Kolkata {South 24-Paragans, New Alipore Court (India)} only and no other Court, when resolution/settlement through mutual discussion and arbitration fails.

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

27.1 Definition of Key Terms – Forward Auction/Bidding:

Forward Auction/Bidding: Forward Auction/Bidding is used to engage firm for leasing out of land , where the participants are required to Bid up the price to be selected for obtaining the right to use and/or develop the land on the lease period of 30 years as per the NIT requirement.

On-line Forward Auction/Bidding: On-line Forward Auction/Bidding refer to those Forward 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 Forward e-Auction: The bidder quoting the highest price is normally allotted the task unless otherwise specified by the Client. Price obtained at any stage in the event is valid and legally binding on the bidder.

Authority: Authority is DVC.

Bidder: Bidder is the individual/business entity participating in the Forward Auction/Bidding, intending to perform the activities assigned in this NIT . Bidder has to provide written Acceptance of on Line Forward 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 Forward 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 Forward Auction / Bidding. It signals the commencement of the Price Discovery process through competitive Bidding.



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Duration of the Forward 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 Forward 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 Forward Auction / Bidding shall be based on the time indicated by the server.

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

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

27.2 Forward Auction/Bidding Extension Time:

- a. The process of online Forward 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 H1 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 H1 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 highest 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.
- e. During the Forward Auction / Bidding period, if no Bid is received at DVC's end, Forward 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 Forward Auction / Bidding is inconclusive on account of system malfunctioning or break in internet connectivity at DVC's end, Forward 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 Forward 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.



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27.3 Post Forward Auction/Bidding Procedure:

H1 will be determined on “Highest Annual Revenue Share 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 Forward 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 Forward Auction / Bidding successfully. Failure of power or loss of connectivity at the premises of Bidders during the Forward Auction / Bidding cannot be the cause for not participating in the Forward Auction / Bidding. DVC shall not be responsible for such eventualities.

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

- 1) The philosophy followed for Forward Auction / Bidding shall be English Forward (No ties).
- 2) There will not be any public opening of Forward 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 Forward Auction / Bidding.
- 4) At no point of time will any Bidder be able to see names of the other Bidders.
- 5) Upon receipt of the system report after completion of the Online Forward 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 Forward 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 as per DVC’s Tender documents and other correspondences, if any, till date.
- 9) Bidders shall ensure online submission of their ‘Quoted Price’ for Forward Auction / Bidding Period within the online Forward Auction / Bidding Period.
- 10) DVC/DVC’s authorized service Provider will provide all necessary training and assistance before commencement of Forward 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 Forward Auction / Bidding Rules to be adopted along with Forward Auction / Bidding Manual.
- 11) Business rules for Forward Auction / Bidding like event date, time, Bid increment, extension etc. shall be as per the rules, enumerated above, for compliance.



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- 12) Bidders should acquaint themselves of the 'Business Rules of Forward 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 Forward 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 Forward 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.
- 23) Bidders may note that it may not be possible to extend any help, during Forward 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 H1 Bidder shall be calculated on the basis of final percentage (%) of increase during e-Forward Auction / Bidding from the initial price offer as received from that H1 Bidder.**

27.6 User Help:



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- 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 Forward e-Auction participating for,
 - Had taken the vendor training
 - Correct Item name that is set for Forward e-Auction

Note: In case of any difficulties facing during forward-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)



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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
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.



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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 undertake the CONSTRUCTION OF RESORT WITH ALL AMENITIES AT YACHT CLUB AREA , MAITHON, DVC 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.

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

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

Yours faithfully,

(Signature of Bidder,

OR, Authorized person of bidder,

OR, DSC Holder bidding online with authorization from bidder)

1. Name of Authorized Signatory

2. Type of Authorization

3. Name of the Bidder

4. Address

5. E-Mail Address



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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 "CONSTRUCTION OF RESORT WITH ALL AMENITIES AT YACHT CLUB AREA , MAITHON, DVC ON DESIGN, BUILT, FINANCE, OPERATE AND MAINTAIN(DBFOM) MODE" 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 undertaking/work:

"CONSTRUCTION OF RESORT WITH ALL AMENITIES AT YACHT CLUB AREA , MAITHON, DVC ON DESIGN, BUILT, FINANCE, OPERATE AND MAINTAIN(DBFOM) MODE"

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



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committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation shall be final and binding on us.

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

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

Notwithstanding anything stated above, our liability under this guarantee shall be restricted to Rs.
(Rupees) only and our guarantee shall remain in force 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).		

(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.



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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. The Bank Guarantees/BG Ext. shall be issued on the SFMS (Structured Financial Messaging System) mode by the Issuing Bank with the following concerned Advising Bank of DVC :

BANKER DETAIL of DAMODAR VALLEY CORPORATION

BANKER DETAIL of DAMODAR VALLEY CORPORATION			
1	NAME OF THE BANK	United Bank of India (as now Punjab National Bank)	
2	Name of the Branch	New Manicktala Branch, VIP Road, Kolkata-7000054, ph-033-2325-2009	
3	RTGS (IFSC) Code of Branch	PUNB0008220	'0' Stands for zero
4	DVC's Account Title	DAMODAR VALLEY CORPORATION	
5	DVC'S Account No.	0082250010682	
6	MICR no.	700027099	

6. 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.
7. Each page of the B.G. must bear signature and seal of the Bank and B.G. Number.
8. 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.
9. Any correction, deletion etc. in the B.G. should be authenticated by the Bank Officials signing the B.G.
10. In case of extension of a Contract/Bid validity period, the validity of the B.G. must be extended accordingly.
11. B.G. must be furnished within the stipulated period as mentioned in NIT/LOA etc.
12. 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 CONSTRUCTION OF RESORT WITH ALL AMENITIES AT YACHT CLUB AREA , MAITHON, DVC 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 . been banned / suspended by 'any establishment of DVC' / 'Ministry of Power - Govt. of India' / 'Department of Power & Non-conventional Energy Sources- Govt. of West Bengal' / 'Department of Power & Non-conventional Energy Sources- Govt. of Jharkhand'
OR
I/We and or Our affiliates have been banned / suspended by 'any establishment of DVC' / 'Ministry of Power - Govt. of India' / 'Department of Power & Non-conventional Energy Sources- Govt. of West Bengal' / 'Department of Power & Non-conventional Energy Sources- Govt. of Jharkhand' 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.
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 Forward 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 Forward Auction / Bidding Process and the Business Rules and instructions for Forward Auction / Bidding given in the NIT documents. We agree to participate in the On Line Forward 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(Lessee's name)...with its Registered/Head Office at (hereinafter referred to as the ' Lessee' which expression shall unless repugnant to the context or meaning thereof, includes its successors, administrators, executors & assigns), a Contract by issue of Corporation's *Letter of Award No. dated and the same having been unequivocally accepted by the 'Lessee' resulting into a 'Contract' for..... (Name and description of the purpose).....(herein after referred to as the 'Contract')... and the 'Lessee' having agreed to provide a Security Deposit cum Performance Guarantee for the faithful performance of the entire contract equivalent to INR 2,00,806/- (BG value).....being 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 Lessee to the extent of INR 2,00,806/- (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 Lessee. Any such demand made by the Corporation on the Bank shall be conclusive and binding notwithstanding any difference between the Corporation and Lessee 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 execution of the Contract by the Lessee. 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 Lessee, and to exercise the same at any time in any manner, and



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either to enforce or forbear to enforce any covenants, contained or implied in the contract between the Corporation and the Lessee 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 Lessee and notwithstanding any security or other guarantee that the Corporation may have in relation to the Lessee's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to INR 2,00,806/- (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(Lessee'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 60(sixty) days beyond the Lease Period of 30 years as specified in 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. 10: FORM OF LEASE DEED

This Deed of LEASE made this _____ day of _____
Two Thousand and Twenty-Three Between DAMODAR VALLEY CORPORATION, a Corporation constituted under the Damodar Valley Corporation Act, being act. No. XIV of 1948 having its Head Quarter at DVC Towers, VIP Road, Kolkata – 700054 (is also known as DVC), hereinafter called 'The Lessor' (which expression shall unless excluded by or repugnant to the context be deemed to include its successors and permitted assigns) shall unless excluded by or repugnant to the context be deemed to include its successors and assigns of the one part

AND

_____ at _____, hereinafter called "the LESSEE" (which expression shall unless excluded by or repugnant to the context be deemed to include its successors and permitted assigns) of the other part.

reserved and contained the Lessor hereby demises unto the Lessee ALL, THAT piece or parcel of land of the Lessor's _____ at _____ containing by measurement an area of _____ square meter be the same a little more or less and more particularly described in the Schedule hereunder written and for the purpose of identification with dimensions and abuttal thereof delineated on the map or plan hereto annexed and thereon coloured/ bordered TOGETHER WITH the right for the Lessee, EXCEPT AND PRESERVED unto the Lessor AND its SUCCESSION in title at all times hereafter the full and free right of inspection of the premise by the authorized representative of the Lessor on date and time as may be mutually agreed upon.

TO HOLD the same unto the Lessee for the term of Thirty years from the ____ day of _____, 2023 YIELDING AND PAYING therefore during the said terms land premium of Rs. _____, security deposit of Rs. _____ and annual ground rent of Rs. _____ & service charge of Rs. _____ or such other sum as may hereafter be assessed under the covenants and conditions hereafter contained clear of all deductions by equal yearly payments in the month of _____ each year at the office of Lessor at Kolkata, or at such other place or places as the Lessor may from time to time appoint in that behalf, the first of such payments having started from the 1st to 15th day of _____, 2023.

Payment details:

1. Land Premium (one time) : Rs.
2. Security Deposit (one time) : Rs.
3. Annual Ground Rent (per annum) - From _____ to _____ : Rs.
for 1-10 years
4. Annual Ground Rent (per annum) - From _____ to _____ : Rs.
for 11-20 years
5. Annual Ground Rent (per annum) - From _____ to _____ : Rs.



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for 21-30 years

6. Annual Service Charge (per annum) : Rs.

Payment Schedule for License Fees for Land :

Milestone date	Event	Payment	Date of Payment
Zero Date	Date of Signing of Lease agreement	One Time Land Premium + Security Deposit	At the time of Signing of lease agreement
Next FY onwards up to 30 th Year	0 days to 31 st March of current FY	Annual Service Charge (on Pro Rata Basis) + Annual Ground Rent (on Pro Rata Basis)	Within 60 (sixty) days from the end of the FY

Payment Structure

Sl. No	Year	Land premium @95% of the actual market value of land at the date of Lease agreement	Security Deposit @2% of land premium	Annual Service Charge @2% of Land Premium	Annual Ground Rent @1% of Land Premium with an escalation of 20% in every 10 years to the preceding Years	Total
A	B	E	F=@2% of E	G=@2% of E	H=@1% of E	I=C+D+E+F+G+H
1	1st year	₹ 1,00,40,312.88	₹ 2,00,806.26	₹ 2,00,806.26	₹ 1,00,403.13	₹ 1,05,42,328.52
2	2nd year			₹ 2,00,806.26	₹ 1,00,403.13	₹ 3,01,209.39
3	3rd year			₹ 2,00,806.26	₹ 1,00,403.13	₹ 3,01,209.39
4	4th year			₹ 2,00,806.26	₹ 1,00,403.13	₹ 3,01,209.39
5	5th year			₹ 2,00,806.26	₹ 1,00,403.13	₹ 3,01,209.39
6	6th year			₹ 2,00,806.26	₹ 1,00,403.13	₹ 3,01,209.39
7	7th year			₹ 2,00,806.26	₹ 1,00,403.13	₹ 3,01,209.39
8	8th year			₹ 2,00,806.26	₹ 1,00,403.13	₹ 3,01,209.39
9	9th year			₹ 2,00,806.26	₹ 1,00,403.13	₹ 3,01,209.39
10	10th year			₹ 2,00,806.26	₹ 1,00,403.13	₹ 3,01,209.39
11	11th year			₹ 2,00,806.26	₹ 1,20,483.75	₹ 3,21,290.01
12	12th year			₹ 2,00,806.26	₹ 1,20,483.75	₹ 3,21,290.01
13	13th year			₹ 2,00,806.26	₹ 1,20,483.75	₹ 3,21,290.01
14	14th year			₹ 2,00,806.26	₹ 1,20,483.75	₹ 3,21,290.01
15	15th year			₹ 2,00,806.26	₹ 1,20,483.75	₹ 3,21,290.01
16	16th year			₹ 2,00,806.26	₹ 1,20,483.75	₹ 3,21,290.01
17	17th year			₹ 2,00,806.26	₹ 1,20,483.75	₹ 3,21,290.01
18	18th year			₹ 2,00,806.26	₹ 1,20,483.75	₹ 3,21,290.01
19	19th year			₹ 2,00,806.26	₹ 1,20,483.75	₹ 3,21,290.01
20	20th year			₹ 2,00,806.26	₹ 1,20,483.75	₹ 3,21,290.01
21	21st year			₹ 2,00,806.26	₹ 1,44,580.51	₹ 3,45,386.76
22	22nd year			₹ 2,00,806.26	₹ 1,44,580.51	₹ 3,45,386.76
23	23rd year			₹ 2,00,806.26	₹ 1,44,580.51	₹ 3,45,386.76
24	24th year			₹ 2,00,806.26	₹ 1,44,580.51	₹ 3,45,386.76
25	25th year			₹ 2,00,806.26	₹ 1,44,580.51	₹ 3,45,386.76
26	26th year			₹ 2,00,806.26	₹ 1,44,580.51	₹ 3,45,386.76
27	27th year			₹ 2,00,806.26	₹ 1,44,580.51	₹ 3,45,386.76
28	28th year			₹ 2,00,806.26	₹ 1,44,580.51	₹ 3,45,386.76
29	29th year			₹ 2,00,806.26	₹ 1,44,580.51	₹ 3,45,386.76
30	30th year			₹ 2,00,806.26	₹ 1,44,580.51	₹ 3,45,386.76
Total for 30 Years						₹ 1,99,19,980.73



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Note: Apart from the above, the lessee also has to pay all Statutory Government Taxes (presently GST) as per the rules.

The lessee shall within a period of one year from the date hereof or such further time as may be allowed in writing by the Lessor:

1. The Lessee erect boundary wall and in conformity with the provisions of any statute applicable thereto and the bye laws and regulations of the local authorities and to pay all fees and charges payable to such authorities in relations thereto.

2. The Lessee for itself and its assigns covenants with the Lessor as follows:

(i) To pay the said yearly and other rent hereinbefore reserved at the times and in the manner at which the same are hereinbefore reserved and made payable without deductions or abatement whatsoever.

(ii) To pay all rates, taxes, charges including Service charges, duties, burdens assessment outgoings and impositions whatsoever whether parliamentary parochial local or otherwise which now are or shall at any time hereafter during the said term be changed rated assessed or imposed upon or in respect of the land hereby demised or the said buildings and other erection that may be erected by the Lessee thereon, or on the Lessor or the Lessee or the occupier in respect thereof respectively.

(iii) Not to sell or dispose of any earth clay gravel or sand from the land hereby demised nor make any excavation except so far as the same may be necessary to carry out any works in terms of land in accordance with the provisions thereof provided that the Lessee may use for the purpose of the said works any clay gravel or sand which it may be necessary to excavate.

(iv) Not to do or suffer to be done upon the said demised land anything which may be to the annoyance damage or disturbance of the Lessor or any adjoining area and not to use or permit the said demised premises to be used for any other purpose.

(v) Not to use the land for any purpose other than that for which it has been demised and or not to assign, transfer mortgage or sublet or otherwise deal with or part with possession of the Lessee's interest of and in the said land hereby demised or any part thereof by the Lessee as aforesaid and all other structures and erections that may at any time be in or upon the said land or part thereof without previous consent in writing of the Lessor and in case of any such transfer or other dealings with the prior approval of the Lessor as aforesaid or in case of devolution of interest by operation of law furnish the Lessor with a certified true copy of the relative document or other evidence in respect of such transaction or devolution as aforesaid within one month from the date thereof.

(vi) All payments shall be made by _____ (Lessee) to Lessor as per payment schedule mentioned in the agreement or within 15 (fifteen) days from the date of submission of necessary bill by Lessor, failing which delay payment surcharge @2% of the outstanding amount per month shall be payable by them.

(vii) To keep in deposit with the Lessor during the said term, a sum of Rs. _____ as and by way of security deposit for the due discharge of the Lessee's obligations under these presents and which is to be refunded to the Lessee on the expiry or sooner determination of this Lease after deduction there from all out-standing dues of the Lessee



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to the Lessor in terms of these presents.

3. The Lessor hereby covenants with the Lessee that the Lessee paying the rents hereby reserved and performing and observing the covenants and agreements and/or stipulations on the part of the Lessee contained in these presents shall and may can peaceably held and possess the demised/ land for the said term hereby created without any interruption by the Lessor or any person rightfully claiming through under or in trust for it.

4. PROVIDED always and it is hereby EXPRESSLY agreed between the parties hereto as follows:

- (i) Applicable Goods and Service Tax shall be paid extra over the aforementioned amount.
- (ii) Lease may be renewed within six (06) months from due date of renewal of lease without paying charges for delay in renewal.
- (iii) In case lessee defaults in renewals of lease (has not applied for/not made payment as informed by Lessor with a specific time of six months (06 months), lessee shall be considered unauthorized or part of the premises thereafter, and action shall be taken as per rules/law. The approving authority, however, may allow renewal of lease and lessee shall pay penal interest as charges for delay in renewal, which will be derived at that time.
- (iv) If the Lessor is satisfied that the lessee has violated the terms of the lease and the activities of the lessee is detrimental to the interest of Lessor/ and issues a notice to the lessee, terminating the lease, the lessee will vacate the demised land within the notice period (one month, without payment of any compensation by the Lessor, irrespective of the fact that structure, building etc. is erected on the demised land by the lessee at his cost. Lessee will be free to remove, at his own cost any structure, building etc. built by the lessee within a stipulated period to be decided by the Lessor.
- (v) Neatness & cleanliness of the demised land should be observed by the lessee.
- (vi) Lessor reserves the right to revise the terms & conditions as well as other relevant issues as and when required.
- (vii) If the Lessee wants to retain the demised land for a further term of 30 years or a Lesser period subsequent to the period fixed herein, the Lessee shall give notice of his intention to do so six months prior to the date of expiry of such period and the Lessor may grant a fresh lease in respect of the land herein demised for a further period of 30 years or the lesser period, as the case may be , on payment of such consideration by the Lessee and on such terms and conditions as may be fixed and decided upon by the Lessor. In case the Lessee wants to retain the demised land for a further period of 30 yrs. of lesser period subsequent to the expiry of the period of the first renewal as above, the Lessee shall give notice of his intention to do so six months prior to the date of expiry of the period of first renewal and the Lessor may grant a further lease in respect of the land herein demised for a period of 30 years or the lesser period as the case may be, on payment of such consideration by the Lessee and on such terms and conditions as may be fixed and decided upon by the Lessor. The decision of the Lessor in regard to the renewal of the lease as also in regard to the premium and the terms and conditions on which such renewals may be made, shall be final.
- (viii) Any notice required to be served under or in any way in respect of this lease shall be



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deemed to have been sufficiently served on the Lessee if delivered to it/him, personally or forwarded to it/ him by post or left addressed to it or other dwelling - house and/or any other erections and structures on the said land hereby demised or at its/his last known address in India -shall be sufficiently served on the Lessor if forwarded to it by post. A notice sent by post shall be deemed to be given at the time when in due course or post it would be delivered at the address to which it is sent.

(ix) In case the title of the land is found defective or any encumbrance is found on the land at later stage same shall be rectified by the Lessee (if possible, in a time bound manner) and in case deficiency is non-rectifiable then the lease shall be cancelled and the lease rentals including the lease premium paid shall be refunded to the Lessee in addition to the damages suffered by Lessee.

5. RIGHTS TO THE LESSEE

(i) The Lessee shall design, built, finance, operate and maintain the Project for the purpose of to the extent conferred by the provisions of the Request for Proposal (RFP)

(ii) The Lessee shall demand, collect the appropriate User Charges from the users for using the Project

(iii) The Lessee shall bear and pay all costs, expenses and charges in connection with/ incidental to the performance of the obligations of the Lessee under the RFP and the Lease Deed

(iv) The Lessee shall not assign, transfer or sublet or create any lien or encumbrance on the conditions in the RFP, or the Lease hereby granted or on the whole or any part of the project facilities nor transfer, lease or part possession thereof, save and except as expressly permitted by the RFP and the Lease Deed.

6. LEASE PERIOD:

(i) The lease shall be initially for a period of 30 years with provision of renewal option of similar number of years, if so requested by the lessee and agreed to by the lessor, as per terms and conditions prevailing at the time of renewal.

(ii) On the expiry of the Lease Period or early termination of the Lease Deed, all fixed capital assets and infrastructure at the site (developed and created by the lessee) shall be peacefully removed by the lessee at his own cost within 3 months from the date of termination of lease. In case the lessee does not clear the site as stipulated above, lessor will be free to reuse/ dispose of the property at his own discretion.

7. RESPONSIBILITY OF THE LESSEE:

(i) The Lessee shall submit to the Authority its detailed design, construction methodology, quality assurance procedures, and the procurement, engineering and construction time schedule for completion of the Project within 60 days of signing of the Lease Deed.

(ii) The Lessee shall also be responsible for ALL APPLICABLE PERMITS/APPROVALS as required for the project from Lessor as well as other various Central/State level agencies and duly submit the copy of the Permits to the Authority within a period of 120 days from the date of signing of the Lease Deed.



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(iii) The lessee should start the required/ necessary construction activity within 180 days from the date of signing of the Lease Deed. Failing to comply the above, the Authority shall have the right to termination of this deed, forfeiture of security deposit and one time premium etc.

(iv) Lessee shall discharge its obligations in accordance with Good Industry Practice in a reasonable and prudent manner.

(v) The Lessee shall develop the Project on the principle of minimal discharge of effluents into the air and water streams / water bodies and ensure the management and disposal of the waste generated by the Project.

(vi) The Lessee shall maintain the Project and the Project Facilities in excellent working condition for the entire Lease Period and bear all cost / expenses for doing the same.

(vii) The Lessee shall be responsible for procuring all necessary equipment(s) for the Project as well as for other activities proposed at the Project Site.

(viii) The Lessee shall be responsible for providing adequate security to the visitors using the Project Facilities and for ensuring that there is no damage or loss to Project Assets or Project Facilities.

(ix) The Lessee shall be responsible for provision and maintenance of emergency services including ensuring security and safety of the Project.

(x) The Lessee shall be responsible for ensuring that the employees engaged by it, in fulfilment of its obligations under these Contract Conditions, are at all times properly trained for their functions and that all statutory requirements relating to the employees in the Project are met.

(xi) The Lessee shall be permitted to put up its sign board on the main entrance of the Project Facility in addition to the name and logo of the Lessee.

(xii) The Lessee shall pay all statutory taxes, charges, surcharges, levies and duties which may be levied by any competent authority with regard to execution of the Lease Deed and all other Project Agreements.

(xiii) The Lessee shall ensure that the personnel engaged by it in the performance of its obligations under these Contract Conditions are at all times properly trained for their respective functions; and

(xiv) The Lessee shall transfer the Project, Project Facilities to the Authority upon termination of the Lease Deed.

(xv) While handing over the possession of the land the Lessor shall compute the trees available on the land.

(xvi) The lessee shall not fell any tree available on the land. However, in case such trees cause a material adverse effect on the construction, operation or maintenance of the Project, the lessee will not fell any tree without obtaining the permissions from the competent Authority as per prevailing laws.

(xvii) The lessee shall plant sufficient number of trees and plants on the land to keep the



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site clean and green. The lessee shall protect natural water bodies situated /passing through the allotted land.

8. HYGIENE & SAFETY STANDARD:

The Lessee shall be responsible for meeting the following hygiene, quality & safety standards:

- I. The storage, handling of water, raw materials and cooking etc. will have to be in extreme hygienic conditions;
- II. The provisions of the Prevention of Food Adulteration Act, 1954, and any law relating to hygiene and quality shall be binding.
- III. Safety standards as applicable for water/Sport activities from competent authority.
- IV. The Lessee shall maintain the Project Site, Project Assets and surrounding areas in proper cleanliness and hygienic conditions at its own cost and shall also be bound to follow such directions of the Authority issued from time to time in this respect; and
- V. The Lessee shall ensure clearance of all the rubbish and waste generated by the Project and ensure safe, quick and scientific disposal of all such material and will also coordinate with concerned civic agencies for disposal of garbage outside the Project Site.

9. BUILDING REGULATION:

For erection, re-erection, or alteration of any building on the said land, the lessee shall be subject to the applicable law and rules. The lessee shall also be bound to obtain the approval of the competent authority on all plans for buildings or it's an addition/ alteration or extensions.

10. PROPER MAINTENANCE:

The lessee shall, at its own cost, during the term of the deed, keep the land and the buildings erected there on in a good and proper condition as per industry standards, subject to normal wear and tear and shall ensure that the property is safe and secure for tourists and its staff.

11. PERMISSIBLE TRADE OR BUSINESS:

During the period of lease, the lessee shall use the land and the buildings erected thereon, for the purpose for which the land has been leased. The lessee shall not, without the prior written permission of the Lessor, carry on or permit to be carried on, over the premises, any trade, business or activity for the regulation of which provision has for the time been made by or under the law provided that such permission shall not exempt the lessee from fulfilling any requirements under the said law to which he shall always remain subject to.

12. ELECTRICITY/ WATER CHARGE:

The electricity charges shall be levied as per DVC rate against the units consumed by the lessee and the required meter will be installed by the lessor and the cost will be borne to lessee.



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The consumption of water will be on chargeable basis as per applicable rate of DVC.

13. SURRENDER:

If the lessee does not use the land for the approved object or fails to obtain any approval or permission from the requisite competent authority, he/it may surrender such land to the Lessor. In case of such surrender by the lessee, no amount shall be refunded i.r.o. Annual one time premium and performance security.

In case of failure of project or lessee is not willing to run the project and surrendered, all fixed capital assets and infrastructure at the site (developed and created by the lessee) shall be peacefully removed by the lessee at his own cost within 3 months from the date of termination of lease after clearing all dues of Lessor. In case the lessee does not clear the site as stipulated above, Lessor will be free to reuse/ dispose of the property at his own discretion.

14. RENEWAL:

The Lessor further covenants that it may, at the written request of lessee at least 6 months prior to the end of the term hereby granted, execute with the lessee at the lessee's cost, a renewed lease over the project for the term as agreed upon and shall get it registered as per the then prevailing rules and subject to such conditions that the Lessor may determine at that time.

Provided that the rent may be enhanced for the grant of every renewed lease and that every renewed lease shall contain such conditions herein contained as shall be applicable and such other conditions as may be thought at that time.

Provided further that the decision of the Lessor about the rent to be fixed and the conditions to be imposed at each successive renewal shall be final.

15. EVENT OF DEFAULT:

- i. The selected bidder is required to deposit annual revenue share and GST & other taxes as applicable on it as per payment schedule specified above. However, if the selected bidder fails to deposit the amount within the stipulated time limit for any reasonable and justified reasons, the Authority may grant further 2 months (60 days) time to deposit the same with an interest at the rate of 12% per annum for the unpaid period.
- ii. If the Lessee fails to pay any amount due after extended period, as per this deed on the due date, the same shall be considered as an event of default.
- iii. If the Lessee breaches any term or condition of this deed or fails to comply with any provision of law mentioned in any Act, Rule, Regulation of the State Government/Central Government/Local Bodies or any other competent authority, the same shall be an event of default.
- iv. In the event of any breach in term & condition of lease including but not limited to, occurrence of an event mentioned above, the Authority shall have the rights to take other any other action permissible by law or by this deed including, but not limited to termination of this deed, forfeiture of security deposit and one time premium.



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- v. Unless expressly provided otherwise herein, if the lessee has defaulted on any count not specifically dealt with in the agreement in performance of any term or condition mentioned herein and such default has continued for a period of 60 days after notice given in writing thereof to the lessee by the Lessor, the Lessor may terminate the lease deed.

16. TERMINATION OF LEASE DEED:

- I. The Lessor may terminate the lease on breach of any of the condition of this deed by giving 60 days prior written notice to the lessee. Upon termination of lease deed, the Lessor shall have right to enter and take possession of the site and re-allot/ tender the site. All fixed capital assets and infrastructure at the site (developed and created by the lessee) shall be peacefully removed by the lessee at his own cost within 3 months from the date of termination of lease.
- II. In case the lessee does not clear the site as stipulated above, Lessor will be free to reuse/ dispose of the property at his own discretion.

17. TRANSFER:

Except as provided in this deed, the lessee shall not transfer/alienate or assign the said land or buildings erected there on to any third party in full or in part.

The Lessee may with prior permission of the Lessor in writing transfer the lease to other entity by way of sale of lease rights, change in share holding pattern, stock transfer, merger, demerger, take over, recovery of loans etc. provided

- a) The project is commissioned and run successfully for 03 years after the commissioning date

and

- b) 75% of the investment of the project cost is made up

and

- c) Transfer charges equivalent to 10% of the One Time Premium paid by the lessee is paid along with the dues (lease rent etc) with interest @ 12% per annum up to date.

18. SPECIAL TERMS & CONDITIONS:

If the Lessor fails to hand over the possession of the land parcel/property due to any inevitable reasons, the lease may be terminated within one year with mutual consent of both the parties. In such case the one time premium amount, annual license fee and performance security deposited by the lessee shall be refunded in full. No interest shall be payable on such refund.

19. INSPECTION:

DVC has every right to appoint a person or group of persons to visit the property at regular intervals or as an when required basis to monitor the activities and for overall inspection purpose.

Any illegal activity or any nuisance to environment may render lessee ineligible for lease



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and may lead to termination of lease agreement, without prejudice to any other action as deemed fit by DVC.

20. SETTLEMENT OF DISPUTES & ARBITRATION:

20.1 ADJUDICATOR

20.1.1 If any dispute of any kind whatsoever shall arise between the Lessor and the Lessee in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Facilities—whether during the progress of the Facilities or after their completion and whether before or after the termination, abandonment or breach of the Contract—the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute shall be referred in writing by either party to the Adjudicator, with a copy to the other party.

20.1.2 The Adjudicator shall give its decision in writing to both parties within twenty-eight (28) days of a dispute being referred to it. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either the Lessor or the Lessee within fifty-six (56) days of such reference, the decision shall become final and binding upon the Lessor and the Lessee. Any decision that has become final and binding shall be implemented by the parties forthwith.

20.1.3 Should the Adjudicator resign or die, or should the Lessor and the Lessee agree that the Adjudicator is not fulfilling its functions in accordance with the provisions of the Contract, another retired Judge of High Court / Supreme Court of India shall be jointly appointed by the Lessor and the Lessee as Adjudicator under the Contract. Failing agreement between the two, within twenty-eight (28) days, the new retired Judge of High Court/Supreme Court of India shall be appointed as Adjudicator under the Contract at the request of either party by the Appointing Authority. The Adjudicator shall be paid fee plus reasonable expenditures incurred in the execution of its duties as Adjudicator under the Contract. These costs shall be divided equally between the Lessor and the Lessee.

20.2. ARBITRATION

20.2.1 If either the Lessor and the Lessee is dissatisfied with the Adjudicator's decision, or if the Adjudicator fails to give a decision within twenty-eight (28) days of a dispute being referred to it, then either the Lessor or the Lessee may, within fifty-six (56) days of such reference, give notice to the other party, with a copy for information to the Adjudicator, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

20.2.2 Any dispute in respect of which a notice of intention to commence arbitration has been given in accordance with above Clause 20.2.1 shall be finally settled by arbitration. Arbitration may be commenced prior to or after expiry of lease period.

20.2.3 Any dispute submitted by a party to arbitration shall be heard by an arbitration panel composed of three arbitrators, in accordance with the provisions set forth below.

20.2.4 The Lessor and the Lessee shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the



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two arbitrators do not succeed in appointing a third arbitrator within twenty eight (28) days after the latter of the two arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority.

20.2.5 If one party fails to appoint its arbitrator within forty-two (42) days after the other party has named its arbitrator, the party which has named an arbitrator may request the Appointing Authority to appoint the second arbitrator.

20.2.6 If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws and a substitute shall be appointed in the same manner as the original arbitrator.

20.2.7 Arbitration proceedings shall be conducted as follows:-

(i) Appointing Authority for Adjudicator: Chairman of DVC.

Appointing Authority for third Arbitrator:

a) **President, Institution of Engineers in case of an Indian Contractor.**

(ii) Rules of procedure for arbitration proceedings:

a) The arbitration proceedings shall be conducted in accordance with Indian Arbitration and Conciliation Act 1996. In case the Indian Contractor is an Indian Public Sector Enterprise /Government Department (but not a state Govt. Undertaking of Joint Sector Undertaking which is not a subsidiary of Central Govt. Undertaking), the dispute arising between the Employer and the Contractor shall be referred for resolution to a Permanent Arbitration machinery (PAM) of the Department of Public Enterprises, Government of India.

(iii) The Place for Arbitration shall be: Kolkata, India

20.2.8 The decision of a majority of the arbitrators (or of the third arbitrator chairing the arbitration panel, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.

20.2.9 The arbitrator(s) shall give reasoned award.

20.3. Notwithstanding any reference to the Adjudicator or arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree

(b) the Lessee shall pay the Lessor any monies due to the Lessor.

20.4. COURT OF JURISDICTION:

All litigations arising out of this enquiry and subsequent Purchase order/Contract, if any, are subject jurisdiction of Court in the City of Kolkata {South 24-Paragans, New Alipore Court (India)} only and no other Court, when resolution/settlement through mutual discussion and arbitration fails.



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The schedule above referred to:

Plot No.:

Area:

Mouza-

J.L. No.-

P.S.-

Dist.-

North- _____

East- _____

South- _____

West- _____

Sub-Registry:

In witness thereof the parties here to have executed these presents the day and year first written.

Signature & Particulars of witnesses to the Lessor's Signatures: -

1)

2)

Signature of the Lessor

Signature & Particulars of witnesses to the Lesser's Signatures: -

1)

2)

Signature of the Lessee

Dated thisday of 2023



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FORM NO. 11: 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 Lessor" 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 Lessee], a company/corporation incorporated under the laws of INDIA and having its principal place of business at [address of Lessee] (hereinafter called "the Lessee" which expressions shall unless repugnant to the context or meaning thereof, includes its administrators, successors, executors and assigns) of the other part.

WHEREAS the Lessor desires to leasing out of DVC area to the Lessee for Construction of Resort with all amenities at Yacht Club Area, Maithon, DVC on Design, Built, Finance, Operate and Maintain (DBFOM) mode and the Lessee 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 Lessor and the Lessee, and each shall be read and construed as an integral part of the Contract:

- (a) This Contract Agreement and the Appendices hereto
- (b) Lease Deed executed between Lessor and Lessee
- (c) All correspondence between the Lessor & the Lessee in between issuance of Letter of Award & Signing of Contract Agreement
- (d) Letter of Award
- (e) Pre-bid replies & Amendment/Corrigendum/etc of NIT.
- (f) NIT including Tender documents
- (g) 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 NIT/Special Conditions of Contract.



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Article 2:- Contract Price and Terms of Payment:

2.1 Contract Price: The Lessee hereby agrees to pay to the Lessor the Contract Price in consideration of the leasing out of DVC area to the Lessee for Construction of Resort with all amenities at Yacht Club Area, Maithon, DVC on Design, Built, Finance, Operate and Maintain (DBFOM) mode 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.

(i) One time premium of Rs 15 lac shall be payable by the Lessee at the time of signing of the lease deed for the 15 months project lean period i.e. Construction period and during which no revenue will be shared by the lessee.

(ii) Land premium @95% of the actual market value of land as on date considering approx. project area of 3.28 Acre (estimated) shall be payable by the Lessee at the time of signing of the lease deed.

(iii) Annual Service Charge @ 2% of the land premium shall be paid annually.

(iv) Annual Ground Rent-@1% of Land Premium with an escalation of 20% in every 10 years preceding to the previous years.

(v) Apart from above, there will be annual revenue sharing with DVC by the Lessee after 15(fifteen) months of project lean period, as detailed below:

1. Annual Revenue Share as quoted by the Lessee in "Envelope3 (Excel Sheet) in template format" [Minimum Rs. 46.6 Lakh (Rupees Forty-Six Lakh Sixty Thousand only)] with 8 % (Eight percent) annual escalation.

OR

2. 10% of the annual revenue with an increment of 2% (two percent) in every 3 years ,
whichever is higher between (1) and (2) above.

2.2 Terms of Payment: The terms and procedures of payment according to which the Lessee will pay/reimburse the Lessor 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 Signing of Lease Deed (Zero date).

Article 4:- It is expressly understood and agreed by and between the Lessee and the Lessor that the Lessor 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 Lessor 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 Lessor is not an Agent, Representative or



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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 Lessee 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 Lessor and the Lessee 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 Lessor

[Signature]

[Title]

in the presence of

Signed by for and on behalf of the Lessee

[Signature]

[Title]

in the presence of



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CONTRACT AGREEMENT

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

BETWEEN

["the Lessor"]

and

["the Lessee"]

APPENDICES

Appendix 1 Terms and Procedures of Payment



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APPENDIX – 1

TERMS AND PROCEDURES OF PAYMENT

(A) TERMS OF PAYMENT:

1. Payment Schedule for License Fees for Land :

Milestone date	Event	Payment	Date of Payment
Zero Date	Date of Signing of Lease agreement	One Time Land Premium + Security Deposit	At the time of Signing of lease agreement
Next FY onwards up to 30 th Year	0 days to 31 st March of current FY	Annual Service Charge (on Pro Rata Basis) + Annual Ground Rent (on Pro Rata Basis)	Within 60 (sixty) days from the end of the FY

2. Payment Structure of License Fees for Land:

Sl. No	Year	Land premium @95% of the actual market value of land at the date of Lease agreement	Security Deposit @2% of land premium	Annual Service Charge @2% of Land Premium	Annual Ground Rent @1% of Land Premium with an escalation of 20% in every 10 years to the preceding Years	Total
A	B	E	F=@2% of E	G=@2% of E	H=@1% of E	I=C+D+E+F+G+H
1	1st year	₹ 1,00,40,312.88	₹ 2,00,806.26	₹ 2,00,806.26	₹ 1,00,403.13	₹ 1,05,42,328.52
2	2nd year			₹ 2,00,806.26	₹ 1,00,403.13	₹ 3,01,209.39
3	3rd year			₹ 2,00,806.26	₹ 1,00,403.13	₹ 3,01,209.39
4	4th year			₹ 2,00,806.26	₹ 1,00,403.13	₹ 3,01,209.39
5	5th year			₹ 2,00,806.26	₹ 1,00,403.13	₹ 3,01,209.39
6	6th year			₹ 2,00,806.26	₹ 1,00,403.13	₹ 3,01,209.39
7	7th year			₹ 2,00,806.26	₹ 1,00,403.13	₹ 3,01,209.39
8	8th year			₹ 2,00,806.26	₹ 1,00,403.13	₹ 3,01,209.39
9	9th year			₹ 2,00,806.26	₹ 1,00,403.13	₹ 3,01,209.39
10	10th year			₹ 2,00,806.26	₹ 1,00,403.13	₹ 3,01,209.39
11	11th year			₹ 2,00,806.26	₹ 1,20,483.75	₹ 3,21,290.01
12	12th year			₹ 2,00,806.26	₹ 1,20,483.75	₹ 3,21,290.01
13	13th year			₹ 2,00,806.26	₹ 1,20,483.75	₹ 3,21,290.01
14	14th year			₹ 2,00,806.26	₹ 1,20,483.75	₹ 3,21,290.01
15	15th year			₹ 2,00,806.26	₹ 1,20,483.75	₹ 3,21,290.01
16	16th year			₹ 2,00,806.26	₹ 1,20,483.75	₹ 3,21,290.01
17	17th year			₹ 2,00,806.26	₹ 1,20,483.75	₹ 3,21,290.01
18	18th year			₹ 2,00,806.26	₹ 1,20,483.75	₹ 3,21,290.01
19	19th year			₹ 2,00,806.26	₹ 1,20,483.75	₹ 3,21,290.01
20	20th year			₹ 2,00,806.26	₹ 1,20,483.75	₹ 3,21,290.01
21	21st year			₹ 2,00,806.26	₹ 1,44,580.51	₹ 3,45,386.76
22	22nd year			₹ 2,00,806.26	₹ 1,44,580.51	₹ 3,45,386.76
23	23rd year			₹ 2,00,806.26	₹ 1,44,580.51	₹ 3,45,386.76
24	24th year			₹ 2,00,806.26	₹ 1,44,580.51	₹ 3,45,386.76
25	25th year			₹ 2,00,806.26	₹ 1,44,580.51	₹ 3,45,386.76
26	26th year			₹ 2,00,806.26	₹ 1,44,580.51	₹ 3,45,386.76
27	27th year			₹ 2,00,806.26	₹ 1,44,580.51	₹ 3,45,386.76
28	28th year			₹ 2,00,806.26	₹ 1,44,580.51	₹ 3,45,386.76
29	29th year			₹ 2,00,806.26	₹ 1,44,580.51	₹ 3,45,386.76
30	30th year			₹ 2,00,806.26	₹ 1,44,580.51	₹ 3,45,386.76
Total for 30 Years						₹ 1,99,19,980.73



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3. Payment of Annual Revenue Sharing with DVC by the Lessee as detailed below:

Milestone date	Event	Payment	Date of Payment
16th Month to 31st March of current FY	Assuming start of Business operation	Annual revenue share including GST & other taxes as applicable on prorata basis	Within 60 (sixty) days from end of current FY
Next FY onwards		Annual revenue share including GST & other taxes as applicable with increment as stated in Payment Terms	Within 60 (sixty) days from end of FY

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

All statutory taxes & duties, levies, cess (incl. BOCW cess) as applicable for development, operation, and maintenance of the Project including execution of the Lease Deed which may be levied by any competent authority with regard to the subject leasing of land shall be paid by the Lessee to the appropriate authority.

GST as applicable for the Annual Service charge, Annual Ground Rent and Annual Revenue at actual including statutory variation, if any, following the GST and/or other statutory taxes (taxes, duties, levies, cess, etc.) law, as applicable shall be by the Lessee to the statutory authority concerned.

The Lessee have to declare the GST amount separately in their return and payment of GST to the statutory authority concerned is also to be made within due date as prescribed under respective Acts.

The Lessee have to comply and indemnify DVC with all applicable GST and/or other statutory taxes (taxes, duties, levies, cess, etc.) laws, including any acts, rules, regulations procedures, circulars & instructions thereunder applicable in India from time to time and to ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN.

B) PAYMENT PROCEDURES

All payments to DVC will be released by the Lessee through RTGS/NEFT only as per details of Bank Account details provided by DVC in the contract.

In case of any changes to the bank account indicated in the contract, the Lessor shall immediately inform the Lessee.

Lessee will make progressive payment within the time specified 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.



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FORM NO. 12: 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. 13 : DECLARATION ON BANNING POLICY

Bidder's Name and Address :

To
Chief Engineer(E),
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 Power & Non-conventional Energy Sources- Govt. of West Bengal' / 'Department of Power & Non-conventional 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 / distributor / dealer / affiliates shall not be considered for all establishments of DVC in Jharkhand.

- 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. -14 : 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 "CONSTRUCTION OF RESORT WITH ALL AMENITIES AT YACHT CLUB AREA , MAITHON, DVC ON DESIGN, BUILT, FINANCE, OPERATE AND MAINTAIN(DBFOM) MODE"

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

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

And

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

Or,

M/s., M/s., M/s., 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 "**LESSOR**" which expression shall include its successors, administrators, executors and assigns).

WHEREAS, the Owner invited Bids vide NIT No. DVC/C&M/CMG/Maithon/Resort for "CONSTRUCTION OF RESORT WITH ALL AMENITIES AT YACHT CLUB AREA , MAITHON, DVC ON DESIGN, BUILT, FINANCE, OPERATE AND MAINTAIN(DBFOM) MODE" (hereinafter referred to as "**Activity**") as specified in the NIT.



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

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 Lessor for **successful execution of the activity** of "CONSTRUCTION OF RESORT WITH ALL AMENITIES AT YACHT CLUB AREA , MAITHON, DVC ON DESIGN, BUILT, FINANCE, OPERATE AND MAINTAIN(DBFOM) MODE", in the event the Bid is accepted by the Owner 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 Lessor to the Lessee, we, the aforesaid ** Associate / Promoter Company(ies) of JVC and the Lessee, do hereby declare and undertake that we shall be jointly and severally responsible to the Lessor for the successful performance of the activity of "CONSTRUCTION OF RESORT WITH ALL AMENITIES AT YACHT CLUB AREA , MAITHON, DVC ON DESIGN, BUILT, FINANCE, OPERATE AND MAINTAIN(DBFOM) MODE".

2. In case of any breach of the Contract committed by the Lessee, 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 "CONSTRUCTION OF RESORT WITH ALL AMENITIES AT YACHT CLUB AREA , MAITHON, DVC ON DESIGN, BUILT, FINANCE, OPERATE AND MAINTAIN(DBFOM) MODE". Further if the Owner(DVC) sustains any loss or damage on account of any breach of the Contract, we, the ** Associate / Promoter Company(ies) of JVC and Lessee, jointly and severally undertake to promptly indemnify, and pay such losses/damages caused to the Owner(DVC) on its written demand without any demur, reservation, contest or protest in any manner whatsoever.

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



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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 Lessee's works/Lessor's project site as required by Lessor and agreed to by the Lessee and **** Associate / Promoter Company(ies) of JVC** to facilitate the successful execution of the activity of "CONSTRUCTION OF RESORT WITH ALL AMENITIES AT YACHT CLUB AREA , MAITHON, DVC ON DESIGN, BUILT, FINANCE, OPERATE AND MAINTAIN(DBFOM) MODE" and shall advise the Lessee 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 Lessee fail to demonstrate successful execution of the contract of "CONSTRUCTION OF RESORT WITH ALL AMENITIES AT YACHT CLUB AREA , MAITHON, DVC ON DESIGN, BUILT, FINANCE, OPERATE AND MAINTAIN(DBFOM) MODE", the **** Associate / Promoter Company(ies) of JVC** and the Lessee shall promptly carry out all the measures at their own expense and shall promptly provide corrected designs to the Lessor.
- (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 Lessee and **** Associate / Promoter Company(ies) of JVC**.
4. We, the Lessee 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 lease period i.e 30 years after signing of lease deed under the Contract and further stipulate that the Undertaking herein contained shall terminate after six months of satisfactory completion of such lease period. We further agree that this undertaking shall be without any prejudice to the various liabilities of the Contractor, including the Security Deposit 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 Security Deposit furnished by the Lessee, the **** Associate / Promoter Company(ies) of JVC** shall furnish "as Security" an on demand Performance Bank Guarantee in favour of the Lessor in a form acceptable to Lessor 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 lease period , i.e. 30 years . 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



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Guarantee amount shall be promptly paid to the Lessor 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 adjudication and 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 Lessor 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 _____

(Official address)

Common Seal

Prime Bidder

Witness



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1. _____
**(Signatures of the
authorized representative**

Name _____

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. -15 : 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 "Lessor" 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 "Lessee") a Contract for "CONSTRUCTION OF RESORT WITH ALL AMENITIES AT YACHT CLUB AREA , MAITHON, DVC ON DESIGN, BUILT, FINANCE, OPERATE AND MAINTAIN(DBFOM) MODE" vide Contract Nodated..... and the same having been unequivocally accepted by the Lessee 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 Lessor 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 Lessor 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 "Lessee". Any such demand made by the Lessor on the Bank shall be conclusive and binding, notwithstanding any difference between the Lessor and Lessee and/or between the Lessor 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 Lessor and further agrees that the guarantee herein contained shall be enforceable till six months after expiry of its validity.

The Lessor 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 Lessor shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the ** Associate / 'Promoter Company(ies)' and to exercise the same at any time, in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract or Undertaking or any other course or remedy or security available



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to the Lessor. 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 Owner(DVC) or any other indulgence shown by the Lessor 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 Lessor 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 Lessor 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 six months after the end of the defect liability period as specified in Contract.

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



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**FORM No. 16: 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 'Lessor') to undertake the following acts:

- i) To submit proposal and participate in the aforesaid Bid Specification of the PMC on behalf of the "Joint Venture".
- ii) To negotiate with the PMC the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the Owner/PMC 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.

Scope of Works and Terms & Conditions

Subject: Proposal for Construction of Resort with all amenities at Yacht Club area Maithon, DVC on Design, Built, Finance, Operate and Maintain (DBFOM) mode.

DAMODAR VALLEY CORPORATION (DVC) is interested in developing the following land parcels for Construction of Resort with all amenities through Design, Built, Finance, Operate and Maintain (DBFOM) mode.

S.N	Village	Police Station	District	Plot No.	Area in Acre	Proposed activity
1.	Hadla	Salanpur	Paschim Burdwan	2109	3.28 (Approx.)	Leisure/Rejuvenating Resort

INTRODUCTION

Damodar Valley Corporation has several places in its command area which have immense tourism potential. The places like Maithon, Panchet, Tilaiya and Konar are endowed with mesmerizing scenic beauty which attracts many tourists throughout the year. Keeping these in views, it has been decided to explore and enhance the tourism potential of DVC command area in a more integrated and professional way so that the DVC command area can be developed into a hub of tourism in phase-wise manner. Estimated Cost of the project is Rs. 7.5 Crore.

The authority invites agencies to submit bid for “Construction of Resort with all amenities at Yacht Club area Maithon, DVC on Design, Built, Finance, Operate and Maintain (DBFOM) mode”.

DVC (“The Authority”) intends to select a suitable applicant who will be eligible for awarding the Project through an open online competitive bidding process in accordance with the procedure set out herein.

The selected Bidder, who is either single entity or in case of consortium a Special Purpose Vehicle (SPV) formed by the Consortium prior to execution of the Lease Deed (the “Lessee”) shall be responsible for development, operation and maintenance of the Project under and in accordance with the provisions of this RFP and a long term lease deed (the “Lease Deed”) to be entered into between the Selected Bidder and the Authority in the form provided by the Authority and also with the terms of this RFP. The lease period (the “Lease Period”) shall be 30 (thirty) years commencing from Appointed Date i.e. the date of signing the lease deed.

The scope of work will broadly include development of Resort with a minimum investment not less than Rs. 7.5 Crore and operation and maintenance thereof till the period of 30 (thirty) years in accordance with the terms and conditions of RFP and the long-term Lease Deed. The Selected Bidder shall carry out development as per applicable laws and regulations. The Bidder can collect appropriate user charges from the users using the Project.

In lieu of the developmental and operational rights of the site, the Selected Bidder shall provide one time premium(fixed), Annual Revenue Share and GST as applicable and License fees as per DVC applicable rate to the Authority.

The Authority shall receive the bids (the “Bids”) pursuant to this RFP in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Authority, and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified for submission of Bids (the “Bid Due Date”).

1. SCOPE OF WORK

- 1.1. The selected Bidder / Lessee shall be responsible for Construction of Resort with all amenities at Yacht Club Maithon, DVC on Design, Built, Finance, Operate and Maintain (DBFOM) mode.
- 1.2. Periodically built 50-60 rooms comprising of Forest Villas, Water Bungalows and Houseboat Rooms or Conceptual Rooms as per the availability of the space.
- 1.3. Development of Multi-cuisine Restaurant, Bar, Banquet Hall etc. periodically as per the required size and volume of the project.
- 1.4. Designing and development of other allied departments like a full-fledged kitchen, laundry, maintenance, and security points etc. as per requirements periodically in course of time.
- 1.5. Arrangement for guest recreational activities such as Rejuvenating Centre with Yoga & Meditation centre, floating restaurant cum event set-up on the boat, group boating, shikara, water sport activities etc. and implement them periodically as per the need of the time.
- 1.6. Undertaking the whole landscaping and beautification job for the said project periodically.
- 1.7. Development of adjacent road/ approaches as per requirements of the project.
- 1.8. Responsible to ensure all security & safety arrangements for the project.
- 1.9. Development of entrance road (if applicable).
- 1.10. Boulder binding of water banks (if required).
- 1.11. Responsible for the pre-opening branding, promotions and launch afterwards.
- 1.12. Responsible for all work-force induction, training, development, modus-operandi and successful operations.
- 1.13. Arrangement for total capital investment periodically as per need.
- 1.14. Any other activity related to successful completion of the project.
- 1.15. For construction of permanent structure in DAM area, the lessee must take written permission of the DVC Authority and approval of Government body as per applicable rules & regulations.
- 1.16. Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the lease including implementation of the Project.

2. Payment Terms:

2.1. **One Time Project Premium** for the project is as follows: -

Project	One time project premium (Fixed)
Resort at Yacht Club area at Maithon, DVC	Rs. 15 Lakh during the time of Signing of the Lease deed

2.2. **The Annual Revenue Sharing** for the project is as follows: -

Project	Annual Revenue share to DVC
Resort at Yacht Club area at Maithon, DVC	Minimum Rs. 46.6 Lakh (Rupees Forty-Six Lakh Sixty Thousand only) with 8 % (Eight percent) annual escalation OR 10% of the annual revenue with an increment of 2 % (two percent) in every 3 years, whichever is higher

2.3. **License Fees for Land:** -

SL NO	Description	Payment Terms	Quantum
1.	Land premium	One time land premium (as per recent rate and depend up-on actual quantum of land area) 95% of the market value of land (at the time of Signing of the lease Deed)	One Time on actual basis
2.	Security Deposit	One time @ 2% of the land Premium	One Time on actual basis
3.	Annual Service Charge	@2% of the Land Premium per Annum	Annual on actual basis
4.	Annual Ground Rent (per annum)- For first 10 years @1% of the Land Premium	@1% of the Land Premium per Annum	Annual on actual basis for the 0 to 10 years from the date of signing of lease Deed
5.	Annual Ground Rent (per annum)- For second 10 years with 20% enhancement over the first 10 years Annual Ground Rent	@1.2% of the Land Premium per Annum	Annual on actual basis from the 11th years to 20th years from the date of signing of lease Deed
6.	Annual Ground Rent (per annum)- For third 10 years with 20% enhancement over the second 10 years Annual Ground Rent	@ 1.44% of the Land Premium per Annum	Annual for the from the 21st years to 30th years from the date of signing of lease Deed

Bids are invited to quote the annual Revenue share in the Financial Bid. The Bidder shall quote annual Revenue share in Rupees to be shared [minimum Rs. 46,60,000/- (Rupees Forty-Six Lakh Sixty Thousand Only)].

- (I) During the lean period i.e., 15 months from the signing of the lease deed (considering 12-15 months of construction period) the lessee will pay the one Time Project Premium of Rs. 15 Lakh and as well as One time Land premium i.e. 95% of the market value of land (present actual rate per acre X actual quantum of land area) at the time of signing of the lease. Security Deposit will be applicable @ 2% of Land Premium.
- (II) After expiry of 15 months from the signing of the lease deed, the lessee has to pay the annual revenue share (as quoted) including GST & other taxes as applicable on it within 60 (sixty) days from the date of end of running financial year on pro-rata basis.
After that the lessee has to pay the annual revenue share including GST & other taxes as applicable on it within 60 (sixty) days from the date of end of each financial year.
- (III) The lessee also has to pay Annual License fees i.e. Annual Service Charge (@2% of the Land Premium) & Annual Ground Rent (@1% of the Actual Land Premium). The Annual Ground Rent will be increased 20% on every 10 years in respect to the rate previous years.
- (IV) After getting the audited balance sheet the lessee must deposit the same to the DVC authority to review the calculation of the revised annual revenue share. In that case, the balance amount (if applicable) must be deposited by the end of the financial year.
- (V) Lessee may opt to deposit the revenue share on a monthly/quarterly/ yearly basis in advance.

3. Payment Schedule

3.1. Payment Schedule for Revenue Share:

Milestone date	Event	Payment	Date of Payment
Zero Date	Date of Signing of Lease agreement	One time project premium (Fixed) i.e Rs. 15 Lakh	At the time of Signing of lease agreement
0 -15 months (Lean Period)	Lean Period	NIL	N/A
16 th Month to 31 st March of current FY	Assuming start of Business operation	Annual revenue share including GST & other taxes as applicable on prorata basis	Within 60 (sixty) days from end of current FY
Next FY onwards		Annual revenue share including GST & other taxes as applicable with increment as stated in Payment Terms	Within 60 (sixty) days from end of FY

3.2. Payment Schedule for License Fees of Land

Milestone date	Event	Payment	Date of Payment
Zero Date	Date of Signing of Lease agreement	One Time Land Premium [95% of the market value of land (at the time of Signing of the lease Deed) + Security Deposit @ 2% of the Land Premium	At the time of Signing of lease agreement
Next FY onwards up to 30 th Year	0 days to 31 st March of current FY	Annual Service Charge @2% of the Land Premium per Annum (on Pro Rata Basis) + Annual Ground Rent @1% of the Land Premium for the 1 st 10 years and escalation of 20% on every 10 years in respect to the rate previous years (on Pro Rata Basis)	Within 60 (sixty) days from the end of the FY

Note: Apart from the above, the lessee also has to pay all Statutory Government Taxes (presently GST) as per the rules.

3.3 Security Deposit: 2% of the Land Premium as per lease agreement.

TERMS & CONDITIONS:

4.1. RIGHTS TO THE LESSEE

The Lessee shall design, built, finance, operate and maintain the Project for the purpose of to the extent conferred by the provisions of the RFP (Request for Proposal) and Lease Deed

- 4.1.1. The Lessee shall demand, collect the appropriate User Charges from the users for using the Project
- 4.1.2. The Lessee shall bear and pay all costs, expenses and charges in connection with/ incidental to the performance of the obligations of the Lessee under the RFP and the Lease Deed and
- 4.1.3. The Lessee shall not assign, transfer or sublet or create any lien or encumbrance on the conditions in the RFP, or the Lease hereby granted or on the whole or any part of the project facilities nor transfer, lease or part possession thereof, save and except as expressly permitted by the RFP and the Lease Deed.

4.2. LEASE PERIOD:

- 4.2.1. The Lessee would operate the Project throughout the Lease Period of 30 (thirty) years from the date of signing of the Lease Deed.

- 4.2.2. Renewal may be done for another 02(two) terms based on performance of the Lessee and mutual discussion upon.
- 4.2.3. On the expiry of the Lease Period or early termination of the Lease Deed, all fixed capital assets and infrastructure at the site (developed and created by the lessee) shall be peacefully removed by the lessee at his own cost within 3 months from the date of termination of lease. In case the lessee does not clear the site as stipulated above, lessor will be free to reuse/ dispose of the property at his own discretion.

4.3. RESPONSIBILITY OF THE LESSEE:

- 4.3.1. The Lessee shall submit to the Authority its detailed design, construction methodology, quality assurance procedures, and the procurement, engineering and construction time schedule for completion of the Project within 60 days of signing of the Lease Deed.
- 4.3.2. The Lessee shall also be responsible for procuring ALL APPLICABLE PERMITS/APPROVALS as required for the project from DVC as well as other various Central/State level agencies and duly submit the copy of the Permits to the Authority within a period of 120 days from the date of signing of the Lease Deed.
- 4.3.3. The lessee should start the construction activity within 180 days from the date of signing of the Lease Deed. Failing to comply the above, the Authority shall have the right to termination of this deed, forfeiture of security deposit and one time premium etc.
- 4.3.4. Lessee shall discharge its obligations in accordance with Good Industry Practice in a reasonable and prudent manner.
- 4.3.5. The Lessee shall develop the Project on the principle of minimal discharge of effluents into the air and water streams / water bodies and ensure the management and disposal of the waste generated by the Project.
- 4.3.6. The Lessee shall maintain the Project and the Project Facilities in excellent working condition for the entire Lease Period and bear all cost / expenses for doing the same.
- 4.3.7. The Lessee shall be responsible for procuring all necessary equipment(s) for the Project as well as for other activities proposed at the Project Site.
- 4.3.8. The Lessee shall be responsible for providing adequate security to the visitors using the Project Facilities and for ensuring that there is no damage or loss to Project Assets or Project Facilities.
- 4.3.9. The Lessee shall be responsible for provision and maintenance of emergency services including ensuring security and safety of the Project.
- 4.3.10. The Lessee shall be responsible for ensuring that the employees engaged by it, in fulfilment of its obligations under these Contract Conditions, are at all times properly trained for their functions and that all statutory requirements relating to the employees in the Project are met.
- 4.3.11. The Lessee shall be permitted to put up its sign board on the main entrance of the Project Facility in addition to the name and logo of the Lessee.
- 4.3.12. The Lessee shall pay all statutory taxes, charges, surcharges, levies and duties which may be levied by any competent authority with regard to execution of the Lease Deed and all other Project Agreements.
- 4.3.13. The Lessee shall ensure that the personnel engaged by it in the performance of its obligations under these Contract Conditions are at all times properly trained for their respective functions; and
- 4.3.14. The Lessee shall transfer the Project, Project Facilities to the Authority upon termination of the Lease Deed.

- 4.3.15. While handing over the possession of the land the lessor shall compute the trees available on the land.
- 4.3.16. The lessee shall not fell any tree available on the land. However, in case such trees cause a material adverse effect on the construction, operation or maintenance of the Project, the lessee will not fell any tree without obtaining the permissions from the competent Authority as per prevailing laws.
- 4.3.17. The lessee shall plant sufficient number of trees and plants on the land to keep the site clean and green. The lessee shall protect natural water bodies situated /passing through the allotted land.

4.4. HYGIENE & SAFETY STANDARD:

The Lessee shall be responsible for meeting the following hygiene, quality & safety standards:

- 4.4.1. The storage, handling of water, raw materials and cooking etc. will have to be in extreme hygienic conditions;
- 4.4.2. The provisions of the Prevention of Food Adulteration Act, 1954, and any law relating to hygiene and quality shall be binding.
- 4.4.3. Safety standards as applicable for water/Sport activities from competent authority.
- 4.4.4. The Lessee shall maintain the Project Site, Project Assets and surrounding areas in proper cleanliness and hygienic conditions at its own cost and shall also be bound to follow such directions of the Authority issued from time to time in this respect; and
- 4.4.5. The Lessee shall ensure clearance of all the rubbish and waste generated by the Project and ensure safe, quick and scientific disposal of all such material and will also coordinate with concerned civic agencies for disposal of garbage outside the Project Site.

4.5. BUILDING REGULATION:

For erection, re-erection, or alteration of any building on the said land, the lessee shall be subject to the applicable law and rules. The lessee shall also be bound to obtain the approval of the competent authority on all plans for buildings or its alteration or extensions.

4.6. PROPER MAINTENANCE:

The lessee shall, at its own cost, during the term of the deed, keep the land and the buildings erected there on in a good and proper condition as per industry standards, subject to normal wear and tear and shall ensure that the property is safe and secure for tourists and its staff.

4.7. PERMISSIBLE TRADE OR BUSINESS:

During the period of lease, the lessee shall use the land and the buildings erected thereon, for the purpose for which the land has been leased. The lessee shall not, without the prior written permission of the lessor, carry on or permit to be carried on, over the premises, any trade, business or activity for the regulation of which provision has for the time been made by or under the law provided that such permission shall not exempt the lessee from fulfilling any requirements under the said law to which he shall always remain subject to.

4.8. ELECTRICITY/WATER CHARGE:

The lessee shall bear separate charge as per approved rate in case of supply of water/electricity by DVC for the Project.

4.9. SURRENDER:

If the lessee does not use the land for the approved object or fails to obtain any approval or permission from the requisite competent authority, he/it may surrender such land to the lessor. In case of such surrender by the lessee, no amount shall be refunded i.r.o. Annual one time premium and performance security.

In case of failure of project or lessee is not willing to run the project and surrendered, all fixed capital assets and infrastructure at the site (developed and created by the lessee) shall be peacefully removed by the lessee at his own cost within 3 months from the date of termination of lease after clearing all dues of DVC. In case the lessee does not clear the site as stipulated above, lessor will be free to reuse/dispose of the property at his own discretion.

4.10. RENEWAL:

The lessor further covenants that it may, at the written request of lessee at least 6 months prior to the end of the term hereby granted, execute with the lessee at the lessee's cost, a renewed lease over the project for the term as agreed upon and shall get it registered as per the then prevailing rules and subject to such conditions that the lessor may determine at that time.

Provided that the rent may be enhanced for the grant of every renewed lease and that every renewed lease shall contain such conditions herein contained as shall be applicable and such other conditions as may be thought at that time.

Provided further that the decision of the lessor about the rent to be fixed and the conditions to be imposed at each successive renewal shall be final.

4.11. EVENT OF DEFAULT:

- 4.11.1. The selected bidder is required to deposit annual revenue share and GST & other taxes as applicable on it as per payment schedule specified above. However, if the selected bidder fails to deposit the amount within the stipulated time limit for any reasonable and justified reasons, the Authority may grant further 2 months (60 days) time to deposit the same with an interest at the rate of 1% per month for the unpaid period.
- 4.11.2. If the Lessee fails to pay any amount due after extended period, as per this deed on the due date, the same shall be considered as an event of default.
- 4.11.3. If the Lessee breaches any term or condition of this deed or fails to comply with any provision of law mentioned in any Act, Rule, Regulation of the State Government/Central Government/Local Bodies or any other competent authority, the same shall be an event of default.
- 4.11.4. In the event of any breach in term & condition of lease including but not limited to, occurrence of an event mentioned above, the Authority shall have the rights to take other any other action permissible by law or by this deed including, but not limited to termination of this deed, forfeiture of security deposit and one time premium.
- 4.11.5. Unless expressly provided otherwise herein, if the lessee has defaulted on any count not specifically dealt with in the agreement in performance of any term or condition mentioned herein

and such default has continued for a period of 60 days after notice given in writing thereof to the lessee by the lessor, the lessor may terminate the lease deed.

4.12. TERMINATION OF LEASE DEED:

The lessor may terminate the lease on breach of any of the condition of this deed by giving 60 days prior written notice to the lessee. Upon termination of lease deed, the lessor shall have right to enter and take possession of the site and re-allot/ tender the site. All fixed capital assets and infrastructure at the site (developed and created by the lessee) shall be peacefully removed by the lessee at his own cost within 3 months from the date of termination of lease otherwise the same will vest in Lessor without any compensation and Lessor shall be entitled to deal with the same Lessors' discretion at the cost of the lessee.

4.13. TRANSFER:

Except as provided in this deed, the lessee shall not transfer/alienate or assign the said land or buildings erected there on to any third party in full or in part.

The Lessee may with prior permission of the lessor in writing transfer the lease to other entity by way of sale of lease rights, change in share holding pattern, stock transfer, merger, demerger, take over, recovery of loans etc. provided.

- The project is commissioned and run successfully for 03 years after the commissioning date and
- 75% of the investment of the project cost is made up and
- Transfer charges equivalent to 10% of the One Time Premium paid by the lessee is paid along with the dues (lease rent etc) with interest @ 12% per annum up to date.

4.14. SPECIAL TERMS & CONDITIONS:

If the lessor fails to hand over the possession of the land parcel/property due to any inevitable reasons, the lease may be terminated within one year with mutual consent of both the parties. In such case the one time project premium amount, annual license fee and performance security deposited by the lessee shall be refunded in full. No interest shall be payable on such refund.

4.15. INSPECTION OF DVC REPRESENTATIVE:

DVC has the right to appoint a person or group of persons to visit the property at regular intervals or as an when required basis to monitor the unlawful activities and overall inspection purpose.

Projected Financial Model (Revenue & Land Fees)

Sl. No	Months	Annual revenue share as per payment terms under sl no: 2.2 of Scope of work and Terms & Conditions (*)	One time Project premium	Land premium @95% of the actual market value of land as on date considering approx. project area of 3.28 Acre (estimated)	Security Deposit @2% of land premium	Annual Service Charge @2% of Land Premium	Annual Ground Rent @1% of Land Premium with an escalation of 20% in every 10 years to the preceding Years	Total
A	B	C	D	E	F=@2% of E	G=@2% of E	H=@1% of E	I=C+D+E+F+G+H
1	0- 12 months		₹ 15,00,000.00	₹ 1,00,40,312.88	₹ 2,00,806.26	₹ 2,00,806.26	₹ 1,00,403.13	₹ 1,20,42,328.52
2	12-24 months	₹ 34,95,000.00				₹ 2,00,806.26	₹ 1,00,403.13	₹ 37,96,209.39
3	24-36 months	₹ 49,39,600.00				₹ 2,00,806.26	₹ 1,00,403.13	₹ 52,40,809.39
4	36-48 months	₹ 52,19,200.00				₹ 2,00,806.26	₹ 1,00,403.13	₹ 55,20,409.39
5	48-60 months	₹ 54,98,800.00				₹ 2,00,806.26	₹ 1,00,403.13	₹ 58,00,009.39
6	60-72 months	₹ 57,78,400.00				₹ 2,00,806.26	₹ 1,00,403.13	₹ 60,79,609.39
7	72-84 months	₹ 60,58,000.00				₹ 2,00,806.26	₹ 1,00,403.13	₹ 63,59,209.39
8	84-96 months	₹ 63,37,600.00				₹ 2,00,806.26	₹ 1,00,403.13	₹ 66,38,809.39
9	96-108 months	₹ 66,17,200.00				₹ 2,00,806.26	₹ 1,00,403.13	₹ 69,18,409.39
10	108-120 months	₹ 68,96,800.00				₹ 2,00,806.26	₹ 1,00,403.13	₹ 71,98,009.39
11	120-132 months	₹ 71,76,400.00				₹ 2,00,806.26	₹ 1,20,483.75	₹ 74,97,690.01
12	132-144 months	₹ 74,56,000.00				₹ 2,00,806.26	₹ 1,20,483.75	₹ 77,77,290.01
13	144-156 months	₹ 77,35,600.00				₹ 2,00,806.26	₹ 1,20,483.75	₹ 80,56,890.01
14	156-168 months	₹ 80,15,200.00				₹ 2,00,806.26	₹ 1,20,483.75	₹ 83,36,490.01
15	168-180 months	₹ 82,94,800.00				₹ 2,00,806.26	₹ 1,20,483.75	₹ 86,16,090.01
16	180-192 months	₹ 85,74,400.00				₹ 2,00,806.26	₹ 1,20,483.75	₹ 88,95,690.01
17	192-204 months	₹ 88,54,000.00				₹ 2,00,806.26	₹ 1,20,483.75	₹ 91,75,290.01
18	204-216 months	₹ 91,33,600.00				₹ 2,00,806.26	₹ 1,20,483.75	₹ 94,54,890.01
19	216-228 months	₹ 94,13,200.00				₹ 2,00,806.26	₹ 1,20,483.75	₹ 97,34,490.01
20	228-240 months	₹ 96,92,800.00				₹ 2,00,806.26	₹ 1,20,483.75	₹ 1,00,14,090.01
21	240-252 months	₹ 99,72,400.00				₹ 2,00,806.26	₹ 1,44,580.51	₹ 1,03,17,786.76
22	252-264 months	₹ 1,02,52,000.00				₹ 2,00,806.26	₹ 1,44,580.51	₹ 1,05,97,386.76
23	264-276 months	₹ 1,05,31,600.00				₹ 2,00,806.26	₹ 1,44,580.51	₹ 1,08,76,986.76
24	276-288 months	₹ 1,08,11,200.00				₹ 2,00,806.26	₹ 1,44,580.51	₹ 1,11,56,586.76
25	288-300 months	₹ 1,10,90,800.00				₹ 2,00,806.26	₹ 1,44,580.51	₹ 1,14,36,186.76
26	300-312 months	₹ 1,13,70,400.00				₹ 2,00,806.26	₹ 1,44,580.51	₹ 1,17,15,786.76
27	312-324 months	₹ 1,16,50,000.00				₹ 2,00,806.26	₹ 1,44,580.51	₹ 1,19,95,386.76
28	324-336 months	₹ 1,19,29,600.00				₹ 2,00,806.26	₹ 1,44,580.51	₹ 1,22,74,986.76
29	336-348 months	₹ 1,22,09,200.00				₹ 2,00,806.26	₹ 1,44,580.51	₹ 1,25,54,586.76
30	346- months	₹ 1,24,88,800.00				₹ 2,00,806.26	₹ 1,44,580.51	₹ 1,28,34,186.76
Total for 30 Years								₹ 26,89,12,580.75

N.B. The estimated Revenue Model has been prepared considering (i) Minimum annual revenue share, (ii) present market rate of the land i.e. @ Rs. 32,22,180.00 & (iii) Proposed Land for the project - 3.28 Acre (Approx.)

(*) Annual Revenue Share as per payment terms under sl. No.: 2.2 of Scope of work and Terms & Conditions as follows:

Minimum Rs. 46.6 Lakh (Rupees Forty-Six Lakh Sixty Thousand only) with 8 % (Eight percent) annual escalation

OR

10% of the annual revenue with an increment of 2 % (two percent) in every 3 years, whichever is higher.

Minimum Rs. 46.6 Lakh of Annual revenue share with 8 % (Eight percent) annual escalation has been considered, as the revenue prediction is not possible at this stage.