

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	01-05-2025 13:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	01-05-2025 13:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Power
Department Name/विभाग का नाम	Contracts And Materials
Organisation Name/संगठन का नाम	Damodar Valley Corporation
Office Name/कार्यालय का नाम	Damodar Valley Corporation
क्रैता ईमेल/Buyer Email	sudhirkumar@dvc.gov.in
Item Category/मद केटेगरी	Custom Bid for Services - Biennial rate contract for C&I System(field portion) of Main Plant(Boiler & Turbine)along with their auxiliaries, CW & ACW System, Compressor & Driers, FOPH, Fuel Unloading System, Service Water System, Hydrogen Generation ..
Similar Category/समान श्रेणी	<ul style="list-style-type: none"> Operation And Maintenance Of Other Machines And Plants
Contract Period/अनुबंध अवधि	2 Year(s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No

Bid Details/बिड विवरण	
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	7 Days
Estimated Bid Value/अनुमानित बिड मूल्य	30496791
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	PUNJAB NATIONAL BANK
EMD Amount/ईएमडी राशि	304968

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	PUNJAB NATIONAL BANK
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	32

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

DAMODAR VALLEY CORPORATION
Damodar Valley Corporation, KOLKATA Ministry of Power
(Damodar Valley Corporation)

UIN Number NCTGC2415P

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता

Yes

1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1_4_2021_PPD_dated_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

2. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा
Scope of Work:[1743483123.pdf](#)
Payment Terms:[1743483129.pdf](#)
GEM Availability Report (GAR):[1743483140.pdf](#)
Any other Documents As per Specific Requirement of Buyer -1:[1743483156.pdf](#)
Any other Documents As per Specific Requirement of Buyer -2:[1743483161.pdf](#)
Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1743483171.pdf](#)
Instruction To Bidder:[1743664559.pdf](#)
Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
14-04-2025 14:00:00	VIRTUAL LINK IN ITB

Custom Bid For Services - Biennial Rate Contract For C&I System(field Portion) Of Main Plant(Boiler & Turbine)along With Their Auxiliaries, CW & ACW System, Compressor & Driers, FOPH, Fuel Unloading System, Service Water System, Hydrogen Generation .. (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	

Specification	Values
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Biennial rate contract for C&I System(field portion) of Main Plant(Boiler & Turbine)along with their auxiliaries, CW & ACW System, Compressor & Driers, FOPH, Fuel Unloading System, Service Water System, Hydrogen Generation etc DSTPS Unit#1&2(2*500)
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Avishek Roy	713321,DVC- Durgapur Steel Thermal Power Station, Andal- 713321, Bardhaman, West Bengal, Bardhaman, 713321	1	N/A

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

अनुबंध के नियम एवं शर्तें /Terms & Conditions of Contract

1.0 PRICE BASIS: Rate shall remain VARIABLE throughout the contract period.

2.0 TAXES & DUTIES: Estimated Bid Value is exclusive of GST; however, the quoted rate shall be inclusive of all other taxes & duties (GST).

3.0 PRICE BID DISCLOSURE: If any price component related to subject NIT in full or in part is exposed and found with its techno-commercial offers, the offer shall out rightly be rejected and will not be considered further.

4.0 BID EVALUATION PROCEDURE: Bid evaluation will be done summery wise.

5.0 CONTRACT PERIOD/ DELIVERY PERIOD: The Contract Period will be 2 Years (i.e. 730 days) from the date of commencement of work.

6.0 PRICE VARIATION (PV) CLAUSE:

PV Clause i.e additional amount payable / receivable under PV Clause = $W = W1 - W0$.

Where, $W1 = W0 * (F + Lb * L1/L0)$

$W0$ = Base Contract Price as per the Work Order / Contract

$W1$ = Adjusted / Updated Contract price for making payment,

Lb = Labour portion of the Contract **(81.22%)**.

F = fixed portion of the Contract **(18.78%)**

$L0$ = Central Minimum Wages [including all components except Night Duty Allowance (wherever applicable)] for unskilled labour as per the prevailing rate as applicable on date of opening of Bid (as circulated by HR Deptt. time to time),

$L1$ = Central Minimum Wages [including all components except Night Duty Allowance (wherever applicable)] for unskilled labour as per the prevailing rate as applicable on the month of execution of job (as circulated by HR Deptt. time to time), Price Adjustment under PV Clause shall be both ways i.e. +ve or -ve.

Night Duty Allowance (wherever applicable) will be paid extra as per the methodology as mentioned below :-

Documentary evidence towards making payment of Night Duty Allowance (wherever applicable) by the contractor to the Workers / Supervisors engaged in execution of the Work Orders / Contracts, subject to BOQ.

However, the Contractor is required to pay all the Statutory components of Central Wages [i.e Basic, VDA, PF, ESI, Bonus, Retrenchment Benefit, Annual Leave Payment] as well as Non-Statutory components of wages [i.e. Holiday payment, Allowances @ Rs. 1000/26, Night Duty Allowance per effective night duty (wherever applicable) and overtime {if applicable, rate of overtime be double the rate of Minimum Wages (Basic + VDA) for the period of overtime}] as per the current prevailing rate as applicable (as circulated by HR Deptt. time to time) to their Workers / Supervisors engaged for execution of the said Work Orders / Contracts.

7.0 Note: In the event of a L-1 bidder refusing to give breakup of price and in case order cannot be placed without price breakup the bidder shall be suspended for a period up to one year as decided by DVC from the date of issue of suspension order. The suspension will apply prospectively and during suspension period, enquiry shall not be issued to the firm and bid submitted in open tender shall be rejected.

In the event of a L-1 bidder backing out prior to placement of order, the bidder shall be suspended for a period maximum up to one year as decided by DVC from the date of issue of suspension order and re-tender shall be done. In this re-tender such defaulting Bidder will not be allowed to participate. EMD (wherever applicable) will be forfeited.

8.0 SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE:

Within Fourteen (14) days from the date of issuance of Contract/Work Order/Purchase order, the successful Bidder shall furnish performance security for satisfactory execution of the order for an amount equivalent to 3% of

the total Letter of Award (LOA)/ Work Order (WO)/Purchase Order value in the form of Insurance surety Bonds/ Fixed Deposit receipt from a commercial bank/ account payee demand draft/ bank guarantee issued/electronic-bank guarantee(e-bg)confirmed from any of the Nationalised / Scheduled Bank as per the list provided in Annexure-1 or updated list issued by RBI, safeguarding DVC's interest in all respects.

Performance Security BG in the form of Electronic Bank Guarantee (eBG) from any Nationalized/ Scheduled Commercial Bank approved by Reserve Bank of India (RBI) will be accepted on immediate basis.

The customer/vendor is requested to take 'Input for Issuing eBG Form' of NIT and will approach the bank for issuing eBG.

Input for Issuing eBG Form

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

12	Claim Expiry Date	As per NIT/Contract
13	Contract Reference Number	As per NIT/Contract
14	Vendor Code	NA

If the Contractor fails to submit the performance security within 30 days of the date of issuance of LOA/PO/Work Order, DVC without prejudice to any other rights or remedies it may possess under the Contract, may forfeit the bid security/EMD (wherever applicable) and shall short close the Contract and re-tender and in this re-tender such defaulting Bidder will not be allowed to participate.

In case of Performance Security in form of Bank Guarantee:

In case of Performance Security in form of Bank Guarantee, the bidder may furnish an Unconditional Bank Guarantee as per format provided in GeM from any Nationalised / Scheduled Bank as per the list provided in Annexure-1 or updated list issued by RBI and it should remain valid for a period of 02 Months beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period (DLP)/ warranty period.

Duration of e-PBG required (Months): 24 months (Contract Period) +06(Defect Liability Period) + 02 Months = 32 Months

The Bank Guarantee/ BG Extension shall be issued on the **SFMS (Structured Financial Messaging System)** mode by Issuing Bank to the advising banks (Details of advising banks including IFSC Code: PUNB0008220 ('0' Stands for zero) is given below):

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

For Head Quarter, Kolkata-

Bank Name: PUNJAB NATIONAL BANK,

Branch Name: Manicktala, Kolkata - 7000054,

Account No.: "0082250010682"

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

However, in case of delay in completion, the validity & claim of this Bank Guarantee shall be extended by the period of such delay. During extension of the SDBG, the bidder may extend the original Bank Guarantee or may furnish new SDBG without considering the projects which have been completed and Guarantee/Warranty period along with claim period is also over.

Note: Other terms & condition SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE as notwithstanding in tender document shall be as per GENERAL CONDITIONS OF CONTRACT (GCC) and Policy for withholding and Banning of Business Dealings of this NIT.

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

ii) Notwithstanding the provisions specified, if a bidder after having been issued the Contract, either does not sign the Contract Agreement or does not submit an acceptable Performance Security, No payment, whatsoever will be made.

9.0 Liquidated Damage Clause- As per GeM GTC.

If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.

10.0 RISK PURCHASE CLAUSE:

The Employer reserves the right to purchase the material / spares/ equipment /service & works from elsewhere at the sole risk and cost of the Contractor and recover all such extra cost incurred by the Employer in procuring the material, service and works. The procedure to be followed is given below: -

a) After the expiry of the specified date of delivery / completion period, if the Contractor fails to deliver the materials/ complete the work a notice will be given to the Contractor for delivering the material/ complete the work immediately.

b) If the Contractor fails to deliver the material/complete the work, a final risk and cost notice will be served to the Contractor by registered post with A/D, clearly indicating that if he fails to deliver the materials/ complete the work within 7 days of the receipt of the letter, the same shall be outsourced from other sources at the risk and cost of the Contractor.

c) The existing order has to be closed and action will be initiated by the Employer for procurement / completion of work & services of the balance items/ portion. While taking such action the defaulting Contractor may be given an opportunity against fresh enquiry/limited tender.

d) If it is found that price has come on the higher side then the difference between the original price and the new price will be recovered from the Contractor.

e) For the purpose of recovery of the amount, unpaid amount / security deposit by the way of BG as provided by the Contractor will be adjusted first. If there is any balance left to be recovered, the Contractor should be informed to deposit the money at the earliest.

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

g) In case the amount is considerable, legal action may be considered by the Employer. Alternatively, the Employer may short close the Order stating the reason for not resorting to risk purchase clause. In the event of recourse to alternatives as mentioned above, the Employer will have the right to re-purchase the stores or complete the work, to meet urgency in requirement caused by Contractor's failure to comply with the schedule of delivery or completion of the work or services irrespective of the fact whether the materials / equipment/ work/ services are similar or not.

11.0 LIMITATIONS OF LIABILITY:

Except in cases of Criminal Negligence or wilful misconduct,

- (i) The Contractor and The Employer shall not be liable to the Other Party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or Interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer

AND

- (ii) The aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement, copy right, workman compensation.

12.0 Payment Terms:

95% of contract price for works/service contract against RA bills with full GST (i.e. GST on total RA bill) at actual, subject to the limit as quoted for such item. This also includes initial advance if any

Remaining 5% of each running bill as retention amount at actual, subject to the limit as quoted for such an item, after completion of the contract.

Note:

- Ø No Payment will be made without acceptance of SDBG & Agreement.
- Ø Statutory taxes whichever is applicable will be deducted from the bills.
- Ø GST will be applicable as GOI rule.

13.0 SIGNING THE CONTRACT AGREEMENT: Contracts shall be executed as per format attached with tender after receipt and verification of the requisite performance security (wherever applicable). The said agreement will be duly signed by the authorized representative of DVC and authorized signatory of Supplier/Contractor/ Service Provider/Consultant.

Within 7 days from the date of issue of LOA/PO/Work Order, DVC will send the agreement to the Supplier/Contractor/ Service Provider/Consultant for signature, incorporating all agreements between the parties for execution

The Supplier/Contractor/ Service Provider/Consultant should acknowledge and unconditionally accept, sign, date and return the agreement within 14 days from the date of issue of LOA/PO/Work Order. If both parties simultaneously sign the contract across the table, further acknowledgement from the supplier is not required.

Non- execution of Contract Agreement by the Supplier/Contractor/Service Provider within 30 days from the date of issue of LOA/PO/Work Order due to the fault of the Supplier/Contractor/Service Provider, will constitute sufficient ground for forfeiture of its EMD (wherever applicable).

14.0 CONSIGNEE: As per GeM Bid Document.

15.0 TERMINATION OF CONTRACT: It will be guided as per DVC GCC (attached in GeM bid & also available in http://www.dvc.gov.in/dvcwebsite_new1/conditions-of-contract/.)

16.0 GOVERNING LAWS: The Contract shall be governed and interpreted in accordance with the laws of India.

dance with laws in force in India. The Court in the City of Kolkata {South 24-Parganas, New Alipore Court (India) } only shall have exclusive jurisdiction in all matters arising under the contract.

17.0 SETTLEMENT OF DISPUTES & ARBITRATION:

SETTLEMENT OF DISPUTES & ARBITRATION: as per Clause no. 20 of optional terms & conditions of contract in DVC's General Conditions of Contract – 2022 which shall be read as follows: 20. Settlement of Disputes:

20.1 Any disputes, differences, or controversies between the Parties shall be resolved through the following modes of dispute resolution in the manner set out hereunder: (i) Mutual Consultation between the Parties; (ii) Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD); (iii) Dispute Avoidance Mechanism through Independent Engineer (IE); and/or (iv) Conciliation Committee of Independent Experts (CCIE).

20.2. Any dispute, difference, or controversy between the Parties shall be resolved, at the first instance, through Mutual Consultation between the Parties in the manner set out hereunder: If the Executing Department and the Contractor fails to resolve the dispute, difference, or controversy, then the Contractor shall refer the dispute in writing for settlement of such dispute or difference through Mutual Consultation to the concerned Head of Project of DVC (in case of tender issued from site)/concerned GM/SGM/CGM/ED of executing department (in case of tender issued from H/Q). The concerned Head of Project of DVC (in case of tender issued from site) / concerned GM/SGM/CGM/ED of executing department (in case of tender issued from H/Q) shall send a communication within 7 working days thereby inviting the Contractor to depute a team of their representatives to interact with GM/SGM/CGM/ED (C&M)-HQ. GM/SGM/CGM/ED (C&M)-HQ will obtain the details and examine the correspondence of either parties relating to disputes, normally within 10 days. They may hold discussions with the team of Contractor and Head of Project of DVC or his authorized representative (in case of tender issued from site) / concerned GM/SGM/CGM of executing department (in case of tender issued from H/Q) to crystallize the issues; prepare the agenda containing the gist on each dispute and the matter then be referred to the ED level standing Committee of DVC comprising of concerned ED of the user Department, ED (C&M), and ED (Finance) for amicable settlement of disputes with the Contractor with ED (C&M) being the Convener and ED of the User Department being the Chairman of the committee. The recommendations of the Committee shall be put up to Chairman, DVC for settlement of the dispute with the Chairman /CMD of the Contractor.

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

20.3.1 If the Contractor is a Central Public Sector Enterprise (CPSE)/Port Trust/Government Department or Organization (Central or State), such dispute, difference, or controversy shall be resolved through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No 05/003/2019-FTS-10937 dt. 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both parties. However, disputes relating to Railways, Income Tax, or Excise and Customs Departments shall not be resolved through AMRCD. 20.3.2 If the Contractor/dispute is not covered under Clause 20.3.1, such dispute, difference, or controversy shall be resolved in the following manner:

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

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

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

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

20.6 Notwithstanding anything contained in the preceding sub-clauses,

20.6.1 The dispute resolution methods specified in Sub-Clause 20.3 shall be governed as per the latest Office Memorandums/Guidelines/Clarifications issued by the appropriate authorities from time to time. In case of an

y dispute regarding the applicability of any Office Memorandum/Guidelines/Clarifications pertaining to any of the dispute resolution methods mentioned in Sub-Clause 20.3, the decision of DVC shall be final and binding. 20.6.2 The Parties may, by an agreement in writing, alter the order in which the different dispute resolution methods referred to in Clause 20.3 may be resorted to and/or decide to have any dispute, difference, or controversy heard and adjudicated by a particular forum/court to the exclusion of other forums

18.0 FORCE MAJEURE: It will be guided as per DVC GCC (attached in GeM bid & also available in http://www.dvc.gov.in/dvcwebsite_new1/conditions-of-contract/.)

19.0 CONTROLLING OFFICER: The Officer in Charge of the C&I Department of DST PS.

20.0 ACCEPTANCE OF WO: On issuance of contract, the contractor (L1 bidder), shall acknowledge receipt and convey his acceptance by returning the duplicate copy of this Work Order duly signed with company seal and date within 10 days to the Work Order Issuing Authority and if the acknowledgment is not received in 10 days it shall be presumed that the contractor (L1 bidder) has accepted the complete Contract.

21.0 EPF&ESI: The bidder must have valid EPF and ESI registration Certificate. All the labours engaged by the contractor should have to be covered under EPF, ESI & Miscellaneous Labour Acts and the provision contained therein.

22.0 VALID LABOUR LICENCE: Valid Labour License / Undertaking to submit Labour License from Regional Labour Commissioner (Central) in case of award of contract.

23.0 LABOUR LAWS & REGULARITIES:

The Contractor shall at its own cost comply with the provisions of all laws, rules, orders and regulations and notifications whether Central or State or Local as applicable to him from time to time. These Acts/Rules include, without limitations the following: -

- (i) The Minimum Wages Act, 1948 & Rules and Orders and Notifications issued there under from time to time.
- (ii) (ii) The Contract Labour (Regulation & Abolition) Act, 1970 with Rules, Orders and Notification made there under i.e a. Wages-cum-Master Roll Register b. Master Roll c. Register of wages d. Register for deduction of damages or loss. e. Register for fines. f. Register for Advance. g. Register for over time. h. Register for workmen employed by the contractor. i. Employment Card. j. Wage slip of the contractor's workers, and k. Half yearly return etc.
- (iii) The Industrial Disputes Act, 1947 with Rules, Orders and Notifications issued there under from time to time;
- (iv) The Workmen's Compensation Act, 1923 with Rules, Orders and Notifications there under issued from time to time;
- (v) The Payment of Gratuity Act, 1972 with Rules, Orders and Notifications issued there under from time to time;
- (vi) The Payment of Wages Act, 1936 with Rules, Orders and Notifications issued there under from time to time;
- (vii) The Employees' Provident Fund and Miscellaneous Provisions Act, 1952 with Rules, Orders and Notifications issued there under from time to time;
- (viii) The Factories Act, 1948 with Rules, Orders and Notifications issued there under from time to time;

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- (ix) The Employees State Insurance Act, 1948 with Rules, Orders and Notifications issued there under from time to time.
- (x) All other Acts/Rules/Regulations, Bye-laws, Order, Notifications etc. already in vogue or may be enacted in future by the legislation or present or future Applicable to the Party from time to time for performing the aforesaid services.

24.0 SUB-LETTING & ASSIGNMENT:

Subletting of the contract in any form is not allowed.

25.0 SITE WORKS: As per Clause No.32 of GCC DVC enclosed with NIT and also available in https://www.dvc.gov.in/cms-web/general_conditions_Contract

26.0 DEBARMENT: As per DVC GCC.

27.0 Other Terms and conditions which are not specifically mentioned in the Terms and conditions of the GeM NIT & ATC (document attached) shall be guided by GeM GTC and DVC's G.C.C as per applicability. Bidders are requested to visit Website www.dvc.gov.in and https://www.dvc.gov.in/cms-web/general_conditions_Contract for getting DVC's G.C.C. & DVC website for GeM GTC. However, DVC GCC is also attached.

In case of an irreconcilable conflict in the Terms & Conditions, the following shall prevail in order of precedence: -

1. Letter of Award
2. GeM Additional Terms & Condition (ATC)
3. GeM General Terms & Condition (GTC)
4. DVC'S GCC

28.0 DEFECT LIABILITY/PERFORMANCE GUARANTEE: The job should be covered by guarantee against bad workmanship for a period of 6 months from the date of completion of respective work/s. Unless otherwise for reason beyond the control, the contractor shall stand guaranteed against defects attributable to faulty workmanship or procedure adopted in the total work for items covered in the contract for a period of six months from the date of re-commissioning of the set after completion of the mentioned work. The guarantee covers all defects notified during this period and shall have to be attended to free of cost immediately or at the time DVC is able to give shut down of the set. In case of failure to do so, DVC shall arrange to attend the defects and the charges shall be levied to the contractor's account and shall be recoverable from the contractor's bill / security deposit. The welding joints must be guaranteed against bad workmanship for a period of three months. If any repaired welding joint or attachment welding fails within three months of repair, the contractor will be liable to repair the same along with the repair of the secondary failure, if any, free of cost.

29.0 QUALIFYING REQUIREMENTS, SCOPE OF WORK, BOQ, INTEGRITY PACT, SAFETY CLAUSE AND OTHER TERMS AND CONDITIONS:

PLEASE FIND ATTACHED ATC UNDER BUYER ADDED BID SPECIFIC ATC AND OTHER ATTACHMENT WITH GeM NIT.

3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

4. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in

Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---