

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	06-03-2025 12:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	06-03-2025 12:30:00
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
क्रेता ईमेल/Buyer Email	mehebab.alam@dvc.gov.in
Item Category/मद केटेगरी	Custom Bid for Services - Annual Rate Contract for Repair Maintenance Jobs and Operation Mech Elect CI and Removal of Technological Waste UpkeepmentHousekeeping of Coal Handling Plant of Units14 MTPSDVC for a period of 02two years
Similar Category/समान श्रेणी	<ul style="list-style-type: none"> Operation and Maintenance Power House / Power Plant
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	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (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	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination

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	5 Days
Estimated Bid Value/अनुमानित बिड मूल्य	197000233.76
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	1000000

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).	38

(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
KOLKATA
(Damodar Valley Corporation)

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.
4. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:
- If number of technically qualified bidders are only 2 or 3.
 - If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
 - In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
 - If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
 - If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Instruction To Bidder:[1737536204.pdf](#)

Payment Terms:[1737437006.pdf](#)

GEM Availability Report (GAR):[1737437013.pdf](#)

Any other Documents As per Specific Requirement of Buyer -1:[1737437039.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1737437068.pdf](#)

Scope of Work:[1738824699.pdf](#)

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
13-02-2025 12:00:00	C&M DEPARTMENT 3RD FLOOR, DVC TOWERS KOLKATA 700054

Custom Bid For Services - Annual Rate Contract For Repair Maintenance Jobs And Operation Mech Elect CI And Removal Of Technological Waste UpkeepmentHousekeeping Of Coal Handling Plant Of Units14 MTPSDVC For A Period

Of 02two Years (1)**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Annual Rate Contract for Repair Maintenance Jobs and Operation Mech Elect CI and Removal of Technological Waste UpkeepmentHousekeeping of Coal Handling Plant of Units14 MTPSDVC for a period of 02two years
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	Arvind Kumar	722183,Mejia Thermal Power Station (MTPS), Damodar Valley Corporation (DVC), Mejia, Bankura, 722183	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

SUB: Annual Rate Contract for Repair & Maintenance Jobs and Operation (Mech, Elect & C&I) and Removal of Technological Waste & Up-keepment(House-keeping) of Coal Handling Plant of Units#1-4, MTPS,DVC for a period of 02(two) years.

The names and designation of officers for any enquiry of this tender are:-

SL. N O.	NAME	DESIGNATION	ADDRESS	EMAIL-ID
1	RAJEEV RANJAN PRASAD	DGM (C&M), DVC HQ	DVC HQ	rajeevranjan.prasad@dvc.gov.in
2.	SURESH MAHTO	SR. MANAGER DVC HQ	DVC HQ	Suresh.mahto@dvc.gov.in
3.	MEHEBUB ALAM	MANAGER, DVC HQ	DVC HQ	mehebab.alam@dvc.gov.in

HARD COPY BID DOCUMENTS TO BE SENT TO THE FOLLOWING ADDRESS MENTIONING KIND ATTENTION, MEHEBUB ALAM, MANAGER(E), C&M:

**C&M Department, 3rd Floor,
Damodar Valley Corporation,
DVC Towers, VIP Road, Kolkata,
West Bengal, Pin: 700054**

A) PRICE BASIS: The price quoted by the bidder for this ARC shall be subject to adjustment during pendency of the Contract to reflect changes in the cost of unskilled labour in accordance with the procedures specified in PVC (Price Variation Clause) for labour cost. All statutory payments like taxes etc. except GST, as applicable shall be borne by the contractor. If any taxes etc. stands on the way subsequently, the same has to be borne by the contractor at his own cost. Any additional operational expenses like O.T. payment e.t.c., if incurred for any reason during execution of work has to be borne by the contractor at his own cost. Total Bid Price achieved after reverse e-auction (excluding GST) will be compared with our departmental estimate (excluding GST) and the percentage difference (whether "high" or "low" or "at par") will be loaded/distributed on individual estimated rates for each of the task in BOQ proportionately. GST will be paid extra at the applicable rate. After conclusion of reverse auction, L1 bidder will have to submit price break up accordingly. **The quoted rate in GEM will be inclusive of all taxes and duties.**

B) CONTRACT PERIOD: The contract period shall be Two years from the date of commencement of work.

C) PAYMENT TERM:

(i) Main/Regular Jobs:

95% payment shall be made against the monthly running bills normally within a fortnight on presentation of complete bills in triplicate after satisfactory completion of the assigned work and on due certification by the Engineer-in-Charge subject to statutory deductions as applicable and remaining 5% after completion of contract. No payment shall be made without acceptance of SDBG and agreement.

(ii) Optional Jobs:

The Extra jobs under exigency would be decided by DVC as and when situation would warrant or getting the job done by Contractor. The quantum are not fixed in nature so it may vary time to time as per system demand or any break-down. So, this types of jobs are obligation bounded to the contractor regardless of any fixed guaranteed amount/quantity, so, contractor have no demand on the W.O. quantity as listed.

For Optional Job 95 % payment shall be made against the monthly running bills for actual completion of the job and remaining 5% after completion of contract.

All tools & tackles, consumables and manpower etc. will be under the scope of Contractor. No payment shall be made without acceptance of SDBG and agreement.

(iii) Contingency for Manning against leave of DVC operative:

For Contingency Manning against leave of DVC operative, 95 % payment shall be made against the monthly running bills for actual deployment of manpower and remaining 5% after completion of contract. The contractor have to deploy manpower as per instruction of DVC Shift In-charge/ Engineer/ Shift Charge Hand and a register have to be maintained containing signature of both the representative of Contractor & DVC for conforming the actual manpower deployed along with the respective Transfer point or S/R and the name of the Contractor Operative must be written in the register. The photo copy of the same registered document must be submitted along with the bill. So, this types of jobs is obligation bounded to the contractor regardless of any fixed guaranteed amount/quantity, so, contractor have no demand on the W.O. quantity.

D) SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE:

To ensure due performance of the contract, the Supplier/Contractor/ Service Provider receiving the LOA/PO/Work Order is required to furnish the required performance security, in the prescribed form by the specified date. ["generally 14 days after issuance of PO/LOA for Goods /Services Contract"] and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period (DLP)/ warranty period, as applicable.

Performance security should be in the form of BG for an amount of three (03) percent of the value of the GeM contract as per GeM format to be issued on the SFMS (Structured Financial Messaging System) mode by Issuing Bank.

The Bank Guarantee shall be issued on the SFMS (Structured Financial Messaging System) mode by Issuing Bank. The details of advisory bank is given below:

BENEFICIARY: DAMAODAR VALEEV CORPORATION

Bank Name: PUNJAB NATIONAL BANK

Branch Name: Manicktala Branch, Kolkata

Account No.: 0082250010682

IFSC Code: PUNB0008220

The Demand Draft should be made in favour of: 'DAMODAR VALLEY CORPORATION, Kolkata' payable at Punjab National Bank, Manicktala, Kolkata (IFSC Code No: PUNB0008220)

Validity of SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE: 38 (24+12+2) Months from issuance of BG.

Performance security PREFERABLY may also be furnished in the form of Bank Guarantee/e-Bank Guarantee (eBG) of 3% ordered value from any Nationalized/Scheduled Commercial Bank approved by Reserve Bank of India under SFMS platform or NeSL platform.

However, DVC will prefer e-Bank guarantee under NeSL platform. The vendor must submit details provided in the attached **Beneficiary Inputs required for eBG** to the issuing Bank:

F) RISK PURCHASE CLAUSE: The Employer reserves the right to purchase/ take 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 completion period, if the Contractor fails to complete the work a notice will be given to the Contractor for completing the work immediately.
- b) If the Contractor fails to 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 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 DVC.
- 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 repurchase the stores or complete the work, to meet urgency in requirement caused by Contractor's failure to comply with the completion of the work or services irrespective of the fact whether the work/ services are similar or not.

G) Site Mobilization: Site mobilization should be done within a maximum period of two weeks from the date of placement of LOA /LOI. Within that period, all the tools and tackles and infrastructural facilities have to be made ready for starting the actual work of the contract. If the Contractor fails to mobilize the site within the above mentioned two weeks the expenditure incurred for the period of delay in mobilisation beyond two weeks towards engaging the existing Contractor or alternative agency to carry out the job during that period has to be borne by the Contractor as applicable thereto. The amount thus incurred shall be realized from the running bill/ bills of the Contractor as per decision of the competent authority. No advance payment towards mobilization will be provided by DVC. In case of failure to mobilize and start the work, the

EMD shall be forfeited.

H) TERMINATION OF CONTRACT: As per Clause No.24 of Other Terms & Conditions of Contract of GCC.

I) SETTLEMENT OF DISPUTES & ARBITRATION: It will be guided as per clause no. 33 and Clause no. 20 of Other Terms and Conditions of Contract of GCC.

J) AGREEMENT:

Within 7 days from the date of issue of LOA/PO/Work Order, DVC will send the agreement (wherever applicable) to the Supplier for signature, incorporating all agreements between the parties for execution.

Contract agreement shall be executed after receipt and verification of the requisite performance security (wherever applicable). The said agreement will be duly signed by the authorised representative of DVC (TIA/Signing authority as per DFP) and authorised signatory of Supplier/Contractor/Service Provider / Consultant.

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. Such acknowledgements may not be required in low value contracts, below Rupees two and a half Lakh or when the bidders offer has been accepted in entirety, without any modifications. 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) and shall short close the Contract and retender and in this re-tender such defaulting Bidder will not be allowed to participate.

In exceptional cases, where in place of a Bid security, DVC considered "Bid securing declaration" from the bidder, accepting that if they are awarded the contract and they fail to sign the contract, before the deadline defined in the tender documents, they will be suspended for the period of time specified in the tender documents (maximum up to 2 years) from being eligible to submit Bids/Proposals for contracts with DVC. The Contract shall be short closed and retendered.

Note: for Procurements of Works:-

In respect of contracts up to Rupees 10 lakh, where tender documents include the General Conditions of Contract (GCC), Special Conditions of Contract (SCC) and scope of work, the letter of award will result in a binding contract.

In respect of contracts with estimated value more than Rupees 10 lakh, a contract document should be executed, with all necessary clauses to make it a self-contained contract. If, however, these are preceded by Invitation to Tender, accompanied by GCC and SCC, with full details of scope and specifications a simple one-page contract can be entered into by attaching relaxation regarding time frame for execution of contract agreement.

K) 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.

L) FORCE MAJEURE: As Per Clause 16 of the General Conditions of the Contract.

M) SAFETY CLAUSE: As per enclosed ATC.

N) SCOPE OF WORK: As per enclosed ATC.

O) Subletting: Sub-contractor, if engaged by the contractor must fulfil the eligibility criteria and shall be deployed with prior written approval of DVC at full risk and responsibility of the contractor.

P) INTEGRITY PACT (IP):

DVC shall be entering into an Integrity Pact with the bidders as per format enclosed. Each page of such Integrity pact proforma would be duly signed by DVC's competent signatory as mentioned in Note below. All pages of the Integrity Pact are to be returned by the bidder (along with the technical bid) duly signed by the same signatory who signed the bid, i.e. who is duly authorized to sign the bid and to make binding commitments on behalf of his company. Any bid not accompanied by Integrity Pact duly signed by the bidder shall be considered to be a non-responsive bid and shall be rejected straightway. In other words, entering into this Pact would be a preliminary qualification.

The format of Integrity Pact shall be as per Annexure (I) which should form a part of the tender document of estimated value more than Rs 50 lakhs. Soft copy of the integrity Pact duly filled and signed with company seal on each page if uploaded online by the bidder along with tender documents shall be acceptable.

The format of integrity pact is attached at "Any other Documents As per Specific Requirement of Buyer -1"

Bidder should fill the Bid details, bidder name at proper place and sign on each page with seal/stamp and upload the same during offer submission. Bid not accompanied by Integrity Pact duly signed by the bidder shall be considered to be a non-responsive bid and shall be rejected straightway.

Q) ALL OTHER TERMS AND CONDITIONS: As per enclosed ATC.

R) Vendor Bill Tracking System: The Vendor Bill Tracking system is active & available at <http://application.dvc.gov.in/Vendor/> (under PROCEREMENT tab of DVC homepage <https://www.dvc.gov.in/>).

The Vendors on award of contract need to register themselves & submit their contract related bills online. After submission of the bill, a cover letter containing unique bill ID shall be generated which must be submitted to DVC along with other payment related documents in hardcopy.

Helpline Contact Details:

User Role	Employee Name	Employee Email ID	Contact No.
IT Officer	Shri Manoj Aryabhumi	manoj.aryabhumi@dvc.gov.in	8099990721
Nodal Officer	Shri Parshuram Jha	Parshuram.jha@dvc.gov.in	9798717400

S) All Correspondence Regarding Technical Aspects : Shri ARVIND KUMAR, SR. MANAGER (M), CHP, : 7 004344830

All Correspondence Regarding Commercial Aspects :

RAJEEV RANJAN PRASAD, DGM(C&M) EMAIL-rajeevranjan.prasad@dvc.gov.in , MOB-9431566058

Sri. Suresh mahto, SE (M), C&M Section, E-mail Id: suresh.mahto@dvc.gov.in

T) PENALTY CLAUSE:

- 1) For each category of maintenance work detailed in scope of work of CHP#1- 4 under “BRIEF DESCRIPTION”, a time frame will be fixed by DVC considering all ground realities. If the contractor fails to complete the work in that time for reason not attributable to DVC, a penalty will be imposed @ Rs 4000/- per job per day from the running bill subject to a maximum of 10% of the total value of respective head (Electrical and C&I/mechanical maintenance). In this respect the decision of Engineer-In-Charge will be the final & binding on the contractor.
- 2) If coal flow from bunker to coal mill gets restricted due to arching, the work of removal of arching from bunker/Reclaim hopper will be started immediately without wasting any time and that will be completed within time frame as fixed by DVC Engineer. Failing to remove the arching will attract a penalty of Rs.5000/-(Rupees Five thousand only) per day after expiry of time frame as fixed by DVC engineer and it will be binding to the contractor.
- 3) If the contractor fails to provide/delays in providing man power for shift operation (Eight hours shift) support at any TP/equipment [MTC, S/R, Crusher, P/F, CSU (before & after crusher) etc.] then a penalty of Rs. 200/hour per case will be imposed.
- 4) During execution of contract, if the contractor fails/delays to provide manpower for maintenance (mechanical, electrical and C&I)/up-keepment for which CHP hampers due to non-mobilization of manpower, a penalty @ 0.5% value of monthly RA bill of respective hampered head (mechanical, electrical and C&I, up-keepment) on hourly basis will be imposed for the affected day/s.
- 5) **Non-availability of Tools & Tackles** as detailed in respective head will also invite a penalty @ 1% per week or part thereof of the contract value of the respective head for which the tools & tackles are not available for 15 days at a stretch subject to a maximum of 5% of the total value of respective head (Electrical and C&I/mechanical maintenance). In this respect, the decision of Engineer-In-Charge of DVC will be the final & binding on the contractor.

6) Optional Jobs on Rate contract basis: Any job under the list of “Optional Jobs” on rate contract basis has to be completed within the time frame as provided by Engineer-in-Charge. For any delay in completion of the job beyond the agreed completion period, a penalty will be imposed @ 5% value of respective head, i.e. **Optional Jobs on Rate contract basis**, per day of delay and/or part thereof subject to maximum 30% of the total respective job value.

If contractor fail to take-up/execute any job under the head of Optional Jobs on Rate contract basis within the stipulated time period as provided by the DVC Engineer In-Charge then DVC reserves the right to execute the job by an External Agency (on Single Nomination Basis) and 150% of the Work Value of the bill submitted by External Agency will be deducted from monthly R.A. Bill of the Contractor.

7) Penalty for non-availability of the manpower: One day prior written intimation of station leaving of the Site-in-charge and Supervisor- Electrical (Diploma) to be submitted to the respective Engineer-In-Charge, otherwise penalty of Rs. 1000.00 per occasion per person will be imposed. In case Site-in-charge, Supervisor- Electrical (Diploma) & Safety Officer are found out of station (MTPS) for more than 04 days in a month without proper replacement & prior written permission of respective Engineer-In-Charge, a penalty will be imposed. For rest of the manpower, minimum man-days is required in each & every day (G shift, A, B, C shift) including Sunday & Holiday as per minimum manpower requirement stipulated in manpower structure. If it found less than the minimum man-days requirement, penalty will be imposed as below:

SI No	Manpower	Penalty
1	Site-in-Charge	Rs.2500/- per day
2	Supervisor- Electrical (Diploma)/ Shift Maintenance support supervisor	Rs.2000/- per man-day
3	Supervisor (Mechanical/Operation/Upkeepment)	Rs.2000/- per man-day

4	Skilled Technician (C&I)	Rs.1500/- per man-day
5	Safety Officer	Rs.2000/- per day
6	High Skill Technician/Millwright Fitter (Mechanical/Electrical and C&I)	Rs.2000/-per man-day

Note: In this respect, an attendance register is to be maintained by agency, counter signed by DVC representative for aforesaid manpower, Xerox copy of which will be submitted along with monthly RA bill at the end of calendar month otherwise Bill will be treated as incomplete.

8) At least 07 (seven) days prior intimation in written should be given to Engineer-In-Charge, DVC in case of transfer of any person for cancelation of Gate pass. Otherwise a penalty of Rs 5000.00 per occasion will be imposed.

9) PENALTY CLAUSE FOR NON ADHERANCE OF SAFETY NORMS/ ITEMS.

If the contractor fails to comply with the clauses mentioned in the Safety Clauses in GCC of O&M contracts and safety aspects of Works & Procurement Manual'July'2016, the financial deductions shall be made by DVC @ Rs. 2000/- per day or part thereof from the contractor's bill. Other penalties will be as per Safety Clauses in GCC of O&M contracts.

10) If the contractor fails to provide followings vehicles & transporting machineries for which works suffers and unable to attend following jobs within time frame, then following penalty will be charged. The decision of EIC, DVC regarding this is binding to contractor.

SI. No.	I T E M	PENALTY DAY PER
1.	Pick up Van	Rs. 1800.00
2.	Tractor with Trolley	Rs 1200.00
3.	Mobile Crane (12 Ton Capacity)	Rs. 3200.00
4.	Front End Loader/ Mini pay loader/ Bob cat/JCB	Rs.1500.00
5.	Pulley lagging job not attended within one week after report.	Rs. 1000.00 per pulley per week
6.	Belt jointing job not attended within one week after report	Rs. 5000.00 per belt per week
7.	Reoccurrence of trouble due to poor workmanship	Rs 2000/- per job
8.	If chute leakage not attended within same day	Rs.500/- per day per case
9.	If damaged skirt rubber not attended within same day	Rs.500/- per day per case

11) If any Conveyor belt partially cut/through cut due to poor workmanship of Mechanical maintenance/negligence of point operative/falling of deflector plate /flap gate/ liner plate, a penalty of Rs.1000/- (Rupees one thousand only) per meter of through cut/partially cut of conveyor belt length in each occasion will be imposed and it will be binding to the contractor.

12) Penalty for non-compliance of Oil Filtration:

- (i) Penalty of Rs 2500/- per week will be imposed if failed to start initial filtration as well as frequency schedule within due date.
- (ii) Penalty of Rs 1000/- per week will be imposed if failed to submit oil test report as per frequency of oil test to be carried out.

13) Cleaning/Housekeeping: During daily inspection, if cleaning /housekeeping are found unsatisfactory, a MOM will be signed by agency, countersigned by DVC Engineer for time frame for the completion of job. In case the agency fails to maintain proper housekeeping within time frame agreed between the DVC and agency, a penalty will be imposed @ 5% per day of the respective zone amount subjected to maximum 20 % of zone amount per month. In case the party fails to maintain proper housekeeping, DVC has the right to engage competent agency at the cost and risk of the contractor for which deduction @ 1.5 times of the expenditure incurred for engagement of an outside party for taking up the cleaning job and will be deducted from the bill/ security deposit of the party in addition to imposed penalty. Work will be carried on emergency basis by single tender because untidiness may invite different unseen hazard which will have detrimental effect on safety of man & machine and ultimate effect on generation. Decision of DVC in this regard is final and binding upon the contractor.

In case the agency fails for removal of scrap /used material after maintenance, a MOM will be signed by agency for time frame, countersigned by DVC Engineer. A penalty will be imposed @ Rs 1000/- per day per case if agency fails for removal of scrap /used material within time frame agreed between the DVC and agency.

Note: A penalty of Rs.10000/- per case will be imposed, if agency refuse to sign MOM.

14) Cleaning of Electrical Equipment's:

During inspection, if the cleanliness/housekeeping of any electrical equipment like motor, transformer, electrical panel, cable tray, J.B, Limit switches, Illumination or any other electrical equipment etc. are found unsatisfactory and if any technical waste are found here and there, a time frame will be fixed by DVC considering all ground realities. If the contractor fails to complete the work in that time for reason not attributable to DVC, a penalty will be imposed @ Rs 1200/- per case per day from the running bill subject to a maximum of 10% of the total value of respective head (Electrical and C&I maintenance). In case the party fails to maintain proper housekeeping, DVC has the right to engage competent agency at the cost and risk of the contractor for which deduction @ 1.5 times of the expenditure incurred for engagement of an outside party for taking up the cleaning job and will be deducted from the bill/ security deposit of the party in addition to imposed penalty. Work will be carried on emergency basis by single tender because untidiness may invite different unseen hazard which will have detrimental effect on safety of man & machine and ultimate effect on generation. Decision of DVC in this regard is final and binding upon the contractor.

15) Specialized external support/OEM man power During execution of the contract if it is noticed that the contractor is not capable to take up the specialized Mechanical/ Electrical/ C&I maintenance & Operation work then the contractor has to call External Expert (manpower) / OEM to take up the specialized job within time frame as fixed by DVC considering all ground realities. Contractor has to arrange OEM/expertise manpower for healthiness checking of Slew Bearing of both S/R once in a year and ensure healthiness of all Hydraulic systems related to S/R as per requirement, necessary visit of service Engineer in this regard has to be carried out as per instruction of DVC Engineer-in-Charge. If the contractor fails to deploy the External Expert (manpower) / OEM for aforesaid job, penalty will be imposed @ Rs.2500/- per day per case subjected to maximum Rs.25000/- per case. DVC has the right to engage competent agency at the cost and risk of the contractor for which deduction @ 1.5 times of the expenditure incurred for engagement of an outside party for taking up the specialized job and will be deducted from the bill/ security deposit of the party.

ty in addition to imposed penalty. Work will be carried on emergency basis by single tender because of untidiness may invite different unseen hazard which will have detrimental effect on safety of man & machine and ultimate effect on generation. Decision of DVC in this regard is final and binding upon the contractor.

16) Register/Record maintaining: If the contractor fails to maintain the daily registers, i.e. Equipment history, preventive & breakdown maintenance register, lubrication register, condition & monitoring register, Signed attendance register of In-charge & Supervisor or any other registers/document as per instruction of Engineer-in-charge of DVC, then it will invite a penalty of Rs.1200/- per day per case. Documents should be maintained in soft copy also.

U) Qualifying requirement and all other terms and conditions will be as per enclosed AT C. Bidders are advised to through the details scope of work, instruction to bidders, technical and commercial terms and conditions, BOQ, and submit the offer accordingly.

v) Contractors Performance Evaluation:

In order to have smooth progress of the work, there is a need for contractors who will execute the job in time and as per stipulated specification quality in the Contract. In order to ensure the same, a standard evaluation format has been framed. The Engineer In charge will fill in the details as per format enclosed, which is to be signed by the authorized representative of the Contractor (owner/proprietor/site in charge). If the contractor refuses to sign, the evaluation of engineer in charge will be final. The performance rating as emerged out will be kept in the system.

In case Performance Rating obtained above is 'Unsatisfactory', twice consecutively, the Contractor shall not be recommended for issue of tender enquiry for a period as deemed fit not more than 2 years.

Note: Relaxations in eligibility criteria for MSE/Start-up vendors will be governed by Qualifying Requirement (QR) as attached in the bid document.

3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [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 कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---