

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	29-09-2025 13:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	29-09-2025 13:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Power
विभाग का नाम/Department Name	Contracts And Materials
संगठन का नाम/Organisation Name	Damodar Valley Corporation
कार्यालय का नाम/Office Name	Damodar Valley Corporation
वस्तु श्रेणी /Item Category	Custom Bid for Services - Annual Rate Contract for operation, routine, preventive and breakdown maintenance of ESP Plants pertaining to Unit 1 and 2 of KTPS, DVC for 02 years
समान श्रेणी/Similar Category	<ul style="list-style-type: none"> <li>Operation and Maintenance Power House / Power Plant</li> </ul>
अनुबंध अवधि /Contract Period	2 Year(s)
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Exemption for Years Of Experience and Turnover	Yes   Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years Of Experience and Turnover	Yes   Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)

बिड विवरण/Bid Details	
बिड लगाने की समय-सीमा बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं की संख्या। / <b>Minimum number of bids required to disable automatic bid extension</b>	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	7
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	7 Days
अनुमानित बिड मूल्य /Estimated Bid Value	12251808.07
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	PUNJAB NATIONAL BANK
ईएमडी राशि/EMD Amount	122518

#### ईपीबीजी विवरण /ePBG Detail

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

(a). 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।/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.

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

#### लाभार्थी /Beneficiary :

DAMODAR VALLEY CORPORATION

### विभाजन/Splitting

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

### एमआईआई अनुपालन/MII Compliance

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

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.
3. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
4. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.
5. 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.
6. 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.
7. 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.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

BOQ & ESTIMATE - [1756445072.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1756445112.pdf](#)

Penalties:[1756445116.pdf](#)

GEM Availability Report ( GAR):[1756445185.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1756445218.pdf](#)

Any other Documents As per Specific Requirement of Buyer -1:[1756445230.pdf](#)

Any other Documents As per Specific Requirement of Buyer -2:[1756445252.pdf](#)

Pre Qualification Criteria ( PQC ) etc if any required:[1756711551.pdf](#)

Payment Terms:[1756711623.pdf](#)

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
05-09-2025 12:00:00	C&M Department 3rd Floor DVC Tower VIP Road Kolkata 700054

**Custom Bid For Services - Annual Rate Contract For Operation, Routine, Preventive And Breakdown Maintenance Of ESP Plants Pertaining To Unit 1 And 2 Of KTPS, DVC For 02 Years ( 1 )**

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Annual Rate Contract for operation, routine, preventive and breakdown maintenance of ESP Plants pertaining to Unit 1 and 2 of KTPS, DVC for 02 years
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>एडऑन /Addon(s)</b>	

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	अतिरिक्त आवश्यकता /Additional Requirement
1	Pradeep Kumar Jha	825421,Koderma Thermal Power Station, Damodar Valley Corporation, Koderma, 825421, Koderma, 825421	1	N/A

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

### 1. 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](#)

### 2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

#### **TECHNO-COMMERCIAL TERMS AND CONDITIONS: -**

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**NAME of WORKS/SERVICES: - "Annual Rate Contract for operation, routine, preventive & breakdown maintenance of ESP Plants pertaining to Unit#1 & 2 of KTPS, DVC for 02 (Two) years".**

DVC invites single stage -Three envelope- one-part OPEN Tender online bidding for subject NIT through Government e-Marketing (GeM) [URL: <https://gem.gov.in/>] against this NIT.

Tenders shall be uploaded on GeM Portal and the hard copy of documents (e.g., Integrity Pact, EMD Documents etc.), if applicable, shall be received by the office of **The Superintending Engineer / Sr. Manager (C&M), 3<sup>rd</sup> Floor, DVC - Tower, VIP Road Kolkata WB -700054 before due date of opening**. If the Opening day is declared a holiday by DVC/any unforeseen situation arrives (local Strike/Bandh etc.), then these activities will be taken up on the next working day at the same time schedule. Tenders received in the office of The Sr. Manager / Superintending Engineer (C&M), 3<sup>rd</sup> Floor, DVC - Tower, VIP Road Kolkata WB -700054 after scheduled time and date fixed for the purpose will not be considered at all and DVC authorities will not take any responsibility to accept any tender which are received in his office late due to postal delay. When tenders are intended to be submitted to the tender inviting authority by messenger/courier/speed post, these should be submitted to the designated officer and thereafter it is to be kept in the designated place in the office of the tender inviting authority.

#### **(1). QUALIFYING REQUIREMENTS -**

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#### **A. Qualifying Requirements on Technical Capability: -**

1. The bidder should have experience of having successfully executed: -

AMC/ARC work for Operation & Maintenance (electrical and /or mechanical) /Maintenance (electrical and/or mechanical) of Electrostatic Precipitator of coal fired unit of rating 200 MW or above in DVC/SEB/ Govt./Semi-Govt. /PSU/Other reputed organisation.

**OR**

Erection & commissioning work of Electrostatic Precipitator of coal fired unit of rating 200 MW or above awarded by DVC/SEB/ Govt./Semi-Govt. /PSU/Other reputed as end user.

**AND**

The bidder should have valid Electrical Contractor License.

2. Experience of having completed 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. 24,50,362/- (Rupees Twenty-Four Lakh Fifty Thousand Three Hundred and Sixty-Two) only.

**OR**

- b) Two similar completed work each costing not less than amount equal to Rs.30,62,952/- (Rupees Thirty Lakh Sixty-Two Thousand Nine Hundred and Fifty-Two) only.

**OR**

- c) One similar completed works costing not less than the amount equal to Rs.49,00,723/- (Rupees Forty-Nine Lakh Seven Hundred and Twenty-Three) only.

**NOTES for Technical Criteria for all clauses of Sl. No. (A) above:**

- i) **Completed work/services means:** -

-  
means the executed/ completed/ delivered portion of the work order/ AMC/ARC payment receipt documents with reference to Work Order No. and date or execution certificate with executed value and referred order no. be also considered as a proof of execution/delivery even if the works/services have not been completed in totality (subject to furnishing proof of executed/supplied value of works/services in the form of certified copy of RA bills) or any relevant documents, which is sufficient to prove the works/services completed/delivered or to be completed.

- ii) **Similar Works shall mean:** -

AMC/ARC work for Operation & Maintenance (electrical and /or mechanical) /Maintenance (electrical and/or mechanical) of Electrostatic Precipitator of coal fired unit of rating 200 MW or above in DVC/SEB/ Govt./Semi-Govt. /PSU/Other reputed organisation.

**OR**

Erection & commissioning work of Electrostatic Precipitator of coal fired unit of rating 200 MW or above awarded by DVC/SEB/ Govt./Semi-Govt. /PSU/Other reputed as end user.

- iii) All the figures to be mentioned above to be considered exclusive of GST.

**B. Qualifying Requirements on Financial Capability: -**

- **(a).** The Average annual financial turnover of the bidder for the last 03 financial years preceding to the date of NIT, should be at least Rs. 18,62,705/- (Rupees Eighteen Lakh sixty two Thousand seven h

undred and five) only.

**NOTES for Financial Criteria for all clauses of Sl. No. B above**

- (i) In compliance to the above, the bidder shall submit Audited Annual Accounts with Balance sheet and profit & loss account statements with UDIN No. of 03 (three) financial years preceding to the date of NIT.
- (ii) In case, where audited results for the preceding financial year are not available, certification of financial statements from a practicing Chartered Accountant shall also be considered acceptable.
- (iii) In case of tenders published prior to 30th Sept. of the NIT issuing Financial Year, where the Bidder is not able to submit the Certificate from a practicing Chartered Accountant certifying its financial statements, the audited results of the years preceding the last financial year shall be considered for evaluating the financial parameters. Further, a Certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that the financial results of the Company are under audit as on the date of NIT and the Certificate from the practicing Chartered Accountant certifying the financial parameters is not available.
- (iv) Other income shall not be considered for arriving at annual turnover.

**C. Exemption in eligibility criteria for start-up vendors / MSE vendors -**

The “**past experience**” condition & “**turnover**” criteria are not applicable for Start-Up or MSE entrepreneurs subject to meeting of quality and technical specifications.

Eligibility of such sellers in terms of the Past performance / Turnover/ Profitability etc. and also their eligibility for availing various benefits/advantages in terms of various Govt. Policies / Guidelines / acts / Laws etc. shall be determined solely on the basis of data fetched / validated or verified through external agency / owner of that set of database such as Income tax/ PAN data base, MCA 21, UDYAM , GSTN, Certifying Agencies such as BIS, BEE etc.

- a. Exemption in respect of “**Past Experience**” means exemption for Clause A (2) only of Qualifying Requirements on Technical Capability.
- b. Exemption in respect of “**Turnover**” means exemption for Clause B (a) only of Qualifying Requirements on Financial Capability.

**D. Requirement to meet eligibility criteria for Start-up/ MSE Vendor:**

- a) Meeting quality and technical specification means executed work order in support of “**similar work**” to be furnished.
- b) Relaxation in eligibility criteria for start-up / MSE shall be applicable as stated above of clause **C (a) & (b)** only. Any other clause for relaxation in eligibility criteria mentioned elsewhere in the NIT shall not be considered.

**\*\*NOTE For QR Documents -**

So far as the submission of documents is concerned with regard to Qualification Requirements criteria, after submission & opening of the tender, only related shortfall documents may be asked for and considered. **However, no new Supply Orders/Work Orders shall be considered to qualify the bidder.**

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**(2). EARNEST MONEY DEPOSIT-**

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(i). Earnest Money shall be deposited in any of the following mode: -

a) Earnest Money can be submitted **in the form of Bank Guarantee** / e-BG (electronic BG under NeSL) from Indian Nationalized Bank / Schedule Bank / Foreign Bank (in the scheduled list of Reserve Bank India), irrevocable and operative till the validity of the offer as per standard Proforma **(as per Performa & instructions given in Annexure - E)**.

**The Bank Guarantee shall be issued on the SFMS (Structured Financial Messaging System) mode by issuing Bank.**

Details of advising bank for Damodar Valley Corporation: - PUNJAB NATIONAL BANK, New Manicktala, Kolkata. Account No.: 82250010682, IFSC Code: PUNB0008220.

b) **Pay Order or Demand Draft** in favour of the **"DAMODAR VALLEY CORPORATION"**, payable at Kolkata - 700054.

c) Post Office National Savings Certificate, having face value equal to the EMD value and duly endorsed by issuing authority in favour of **"DAMODAR VALLEY CORPORATION", DVC - Tower, HQ, Kolkata - 700054.**

d) Attested photocopy of certificate issued by DVC as permanent EMD account holder.

**e) E-payment mode is NOT available till date.**

**"No Bank Guarantee shall be accepted for EMD amount up to Rs. 50,000/-. However, EMD exceeding Rs. 50,000/- may be accepted in any of the above forms".**

The intending Bidder are advised to take care that EMD is correctly drawn and reaches before the tender opening as detailed in the NIT and any relaxation in this regard will not be allowed and their bids shall be rejected outrightly.

f) In the event of submission of BG in lieu of Earnest Money, the B.G. shall not be accepted and bid may be rejected if: (a) The name of the NIT mentioned in the BG is different from the NIT for which bids have been invited. (b) The firm/proprietor, on whose behalf the bank guarantee has been furnished, is different from the bidder. (c) The Bank Guarantee is not of the prescribed value. (d) The validity of the Bank Guarantee is less than the stipulated period.

In addition to the above, other points to be noted and followed strictly for the purpose of the execution of the BG as stipulated under the instruction of submission of BG in Annexure -F.

**g) No tender will be considered as valid without acceptance of Earnest Money Deposit.**

**h) Note: -** The Bank Guarantee to be prepared on non-judicial stamp paper of appropriate value which varies



y from state to state and time to time. As such no rate has been prescribed. It has to be verified from the bank.

**i) Bidders are requested to download Annexure-E & Annexure-F from hyperlink given in clause no: 2 i.e., Buyer uploaded ATC document under “Buyer Added Bid Specific Additional Terms and Conditions”.**

**PERMANENT EARNEST MONEY DEPOSIT:** The Tenderer may deposit with the Corporation, permanent EMD of rupees three lakhs only (Rs. 3,00,000) in the form DD/Pay order/banker cheque Draft in favour of Damodar Valley Corporation payable at Kolkata in INR or BG for a period of three years constituting the same sum as security for the compliance with the obligation undertaken in the tenders involving estimated cost upto Rs.1 crore irrespective no. of tender. No interest shall be payable on such deposit amount. Tenderer shall be entitled to submit offers and to have them considered without payment of EMD with each tender separately. An exemption certificate shall be issued to such vendors and they need to furnish reference of this certificate alongwith tender document and also superscribe the reference on the envelope so that offers are accepted for opening.

Permanent EMD deposited by vendors/suppliers shall be forfeited in case they -

i) Revoke the tender or increase the rates after opening the tender but during the validity period of their offers

or

ii) Refuse to accept the order/contract issued as per their offer or subsequent mutual agreements.

iii) Do not execute the orders.

Permanent EMD can be refunded if so desired by vendors, in which case they shall be required to deposit requisite EMD with each tender.

**ii) FORFEITURE OF EMD:** The EMD may be forfeited

a) For failure of tenderers to accept the order / LOI / LOA placed within the validity period of their offer.

b) Any bidder withdraws/varies his offer within the bid validity period before finalization of the tender.

c) If the bidder does not accept the arithmetical correction of its bid price.

d) For failure to submit security cum performance BG within 30 days from the last day of the specified time limit as stipulated in the PO/LOI/LOA.

e) If the acceptance of order is not received within the stipulated period.

f) If the Bidder does not withdraw any deviation listed in Statement of Deviations at the cost of withdrawal indicated by him.

g) If the Bidder refuse to withdraw, without any cost to the Owner, any deviation not listed in Statement of Deviations but found elsewhere in the Bid.

h) On providing false or incorrect information in respect of qualifying requirement etc.

i) In case the L1 bidder for any item fails to produce the documents within the specified period of 10 days in case of domestic tenders and 15 days in case of global tenders, or if any of the information furnished by L1 bidder on-line is found to be false during verification of documents.

j) Permanent EMD deposited by vendors/suppliers shall be forfeited in case they -

i) Revoke the tender or increase the rates after opening the tender but during the validity period of their offers

or

ii) Refuse to accept the order/contract issued as per their offer or subsequent mutual agreements.

iii) Do not execute the orders.

Permanent EMD can be refunded if so desired by vendors, in which case they shall be required to deposit requisite EMD with each tender.

### **iii). REFUND OF EMD**

The earnest money would be refunded to the unsuccessful tenderers within 15 days of finalization of the tender. Earnest Money will be returned to the successful tenderer after receipt of SDBG as per terms mentioned in the Purchase/Work order. No interest would be paid against the EM deposits.

### **iv). Exemption from EMD**

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.**

Micro and Small Enterprises registered with any National Small Industries Corporation (NSIC) / Khadi & Village Industries Commission/District Industries Centre/ Khadi & Village Industries Board/Coir Board/ Directorate of Handicrafts and Handloom or any other Body specified by Ministry of Micro small and Medium Industries, MSEs registered under **UDYAM** shall be exempted from EMD **(if applicable as per GeM GTC)** subject to submission/uploading of scan copy of the documentary evidence like valid Registration Certificate from Appropriate Govt. Authority on GeM portal and also furnish the copy of the uploaded documents in a separate envelope superscribing "MSME/NSIC CERTIFICATE" to the office of SUPERINTENDING ENGINEER(C&M), 3<sup>rd</sup> Floor, DVC Tower, VIP Road Kolkata - 700054 before the date and time set for bid submission (uploading).

The above envelopes i.e. "BID SECURITY/EMD" OR "MSME/NSIC CERTIFICATE" (as applicable) should be sealed in an outer envelope superscribing on it, the GeM Bid No. and due date of opening.

In case the Bidder is a Joint Venture / Consortium, "all the members of Joint Venture / Consortium" or "the Joint Venture Company itself" should be registered with such authority for seeking such exemption.

Similarly, if the bidder is allowed to participate with an associate where the financial or the technical capability is fully met by the associate, then both the bidder and its associate should be registered with such authority for seeking such exemption of Cost of Tender Documents & Bid Security /EMD.

However, where the bidder is allowed to participate with an associate where only a part of the technical capability is met by the associate, then the bidder should be registered with such authority for seeking such exemption.

**MSEs seeking such exemption must upload scanned copies of valid registration certificate from MSME/ NSIC in the GeM Portal.**

**(v). Note:** Please Submit Hard Copy of EMD document in envelope superscribing GEM BID No. to the office

of the SUPERINTENDING ENGINEER (E), 3<sup>rd</sup> Floor, DVC – Tower, VIP Road Kolkata WB -700054 **before the bid opening date of tender OR upload valid MSME/NSIC registration certificate in support of exemption of EMD (if applicable)** If the instrument for EMD or copy of Valid NSIC/ Valid MSME registration certificate from appropriate Govt. authority submitted/uploaded against the offer is found not in line with the enquiry, the offer will be treated as non-responsive and will be **liable for rejection.**

### **(3). VERIFICATION OF EMD**

(a) Envelope with EMD or hard copy of Valid NSIC/ Valid MSME registration certificate (self-authenticated) from appropriate Govt. authority will be opened on the due date and contents of the envelope will be prima facie checked.

(b) If the prescribed instruments are not found in envelope in line with the NIT requirement, then the offer will be **out rightly rejected.**

(c) However, even after opening of the Techno-Commercial part, a thorough scrutiny of EMD or hard copy of Valid NSIC/ Valid MSME registration certificate (self-authenticated) from appropriate Govt. authority will be made. If the instrument for EMD or hard copy of Valid NSIC/ Valid MSME registration certificate (self-authenticated) from appropriate Govt. authority submitted against the offer is found not in line with the enquiry, the offer will be treated as non-responsive.

### **(4). IMPLEMENTATION OF INTEGRITY PACT: -**

DVC shall be entering into an Integrity Pact with the bidders as per format enclosed. The proforma has to be re-submitted / uploaded on GeM Portal by the bidder (along with the techno-commercial bid) duly signed by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. **Any bid not accompanied by Integrity Pact proforma duly signed by the bidders' shall be rejected straightway.**

All pages of IP to be signed by the bidder's authorized signatory who signs the bid. In other words, entering this Pact would be a preliminary qualification.

NOTE: The bidder is requested to download the DVC signed copy of IP and sign & stamped with company seal IP with witness signature in 'Witness 2' along with Name & Address and **upload the scanned copy / submit original hard copy to the office** before due date of opening to the office of **The Sr. Manager / Superintending Engineer (C&M), Damodar Valley Corporation, Contracts & Materials Department, 3rd Floor, DVC Towers, VIP Road, Kolkata-700054.**

### **SPECIAL NOTE\*\* - Verification of INTEGRITY PACT as submitted: -**

- a) Envelope with hard copy of INTEGRITY PACT (IP)- Original Or Uploaded Copy of IP, will be opened on the due date and contents of the envelope will be prima facie checked.
- b) If the prescribed instruments are not found in line with the NIT requirement, then the offer will be out rightly rejected.
- c) However, even after opening of the Techno-Commercial part, a thorough scrutiny of INTEGRITY PACT (IP), will be made. If the instruments for IP submitted against the offer is found not in line with the enquiry, the offer will be treated as non-responsive.

**d) The Format of signed copy of Integrity Pact attached under clause 1.0 of GEM ATC.**

**(5). PRICE BASIS: -**

Rate shall be variable as per PV clause.

PV CLAUSE

**"PRICE VARIATION IN LABOUR INTENSIVE O&M WORKS/ SERVICES CONTRACTS (e.g., AMC/ARC/ Work Order etc.):**

In all labour-intensive O&M Contracts w.r.t. Payment to Contractor by DVC , the Price Adjustment under PV clause i.e., additional amount payable/receivable under PV clause =  $W = W1 - WO$ .

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

**WO** = Base Contract Price as per the Work Order/Contract ,

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

**Lb** = Labour portion of the Contract (Variable Cost as considered in NIT /Contract), (**For this case Lb =0.8523**)

**F** = Fixed portion of the Contract (Fixed Cost as considered in NIT/Contract , which is=  $1 - Lb$ ), (**For this case F=0.1477**)

**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),

**Lb** is to be finalized in the NIT based on the Cost involvement of the Labour charge out of total department estimation for a particular Contract. It may vary contract to contract based on scope of work.

Price Adjustment under PV clause shall be both ways i.e. '+' ve or '-' ve as per formula:

**$W1 = WO * (0.1477 + (0.8523 * L1/L0))$**

**Note: -**

- (i) For calculation of increase / decrease (W) – minimum central wage (L1, L0) for Unskilled labour is to be considered as per Circular of DVC HR and L1/L0 to be calculated both for Skilled and Unskilled labours separately on each occasion and minimum of the L1/L0 so calculated to be considered in PV formula.
- (ii) The escalation shall be applied both ways i.e. +ve or -Ve.
- (iii) Central wage components for this purpose will be (Basic +VDA), Bonus@8.33% of (Basic + VDA), Annual leave payment (5% of Basic +VDA), Retrenchment Benefit (4.92% of Basic + VDA), EPF & ESI.
- (iv) The base period will be **the date of opening of the Bid.**

**(6). 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.

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**(7). BID EVALUATION PROCEDURE: -**

Bid evaluation will be done on Summery Wise L1 basis.

**(8). AGREEMENT: -**

Immediately after receipt of order & submission and verification of the requisite performance security (wherever applicable) the successful bidder will have to execute an agreement with DVC as per the provisions of DVC norms. No payment will be made unless an agreement is executed. 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 (wherever applicable) to the Supplier 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. 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 as per CANCELLATION/SHORT CLOSURE clause and may retender and in this re-tender such defaulting bidder will not be allowed to participate.

Agreement to be executed at DVC KTPS

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**(9). SECURITY DEPOSIT -CUM -PERFORMANCE GUARANTEE: -**

You will have to deposit as security, for satisfactory execution of the order for amount equivalent to **3%** of the ordered value as Performance security/Bank Guarantee within 21 days from the date of issuance of LO

A/Work order/Purchase Order, from any nationalized/ scheduled bank and it should have **validity initially for 32 months from the date of execution of BG**. The Performance Security/Bank Guarantee may be furnished in the form of **Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a commercial bank, Bank Guarantee (including e-Bank Guarantee)** issued/confirmed from any of the commercial bank in India or online payment in an acceptable form, safeguarding DVC's interest in all respect. The said BG should be extended suitably covering the entire warranty period. BG may be accepted after needful verification of the same from the appropriate authority. Bank Guarantee is to be submitted to **The Sr. Manager / Superintending Engineer (C&M), 3<sup>rd</sup> Floor, DVC - Tower, VIP Road Kolkata WB -700054**. No payment will be made without acceptance of Bank Guarantee. No payment whatsoever will be made till the acceptance of SDBG/deposit of initial SD as the case may be as per the terms of the contract. In case contractor fails to submit the Performance Security within 30 Days of the date of issuance of LOA/ Work Order, DVC without prejudice to any other right or remedies it may possess under the Contract, may forfeit the bid security (wherever applicable) and shall short close the contract as per CANCELLATION/SHORT CLOSURE clause and may re-tender and in this re-tender such defaulting bidder will not be allowed to participate. The performance security will be forfeited and credited to DVC's account in the event of a breach of contract by the contractor / Supplier / Service provider.

In case of a JV, wherever applicable, the performance security shall be provided by all partners in proportion to their participation in the project.

**Submission of Performance Security is not applicable for a contract value up to Rupees 1 (One) Lakh.**

**a). Special Instruction to bidder for furnishing Bank Guarantee: -**

**The Bank Guarantee must be issued on the SFMS (Structured Financial Messaging System) mode by Issuing Bank.**

Details of advising bank for Damodar Valley Corporation: - PUNJAB NATIONAL BANK, New Manicktala, Kolkata. Account No.: 82250010682, IFSC Code: PUNB0008220.

**b). Special Instruction to bidder for furnishing e - Bank Guarantee (eBG): -**

**EMD and SDPG / e-PBG** in the form of Demand Draft/Pay order/Banker's Cheque/Bank Guarantee/e-Bank Guarantee(eBG) from any Nationalized/Scheduled Commercial Bank approved by Reserve Bank of India (RBI) 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.

**Beneficiary Inputs required for e-BG (electronic BG)**

Sr. No.	Field Name	Mandatory
1	Portal ID	NA
<b>Details of Beneficiary and Applicant</b>		
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)	<a href="mailto:sanjay.singh@dvc.gov.in">sanjay.singh@dvc.gov.in</a> and <a href="mailto:ankur.munda@dvc.gov.in">ankur.munda@dvc.gov.in</a>
5	Business Unit Code	NA
<b>Participating Details (Details of entity (TIA's) representative and applicant)</b>		
6	Name of 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
<b>Debt Details</b>		
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

**(10). LD CLAUSE AND RISK PURCHASE CLAUSE: -**

(i) The time remains the essence of purchase order awarded by DVC and all supply under a Purchase Order needs to be completed within the stipulated time schedule.

The Contractor shall commence work on the Facilities from the date of Notification of Award. The Contractor shall thereafter proceed with the Facilities in accordance with the time schedule specified in Time Schedule to the Contract Agreement.

Therefore, the provision has been kept in the contract that in case of delay in completion of work, for the reasons attributable to the vendor, owner reserves the right to recover from the vendor, a sum equivalent to 0.5% of the value of the delayed works for each week of delay and part thereof subject to maximum of 10% of the total value of the order as Liquidated Damage (LD).

In cases, where the works/supply/services extend beyond the contractual completion schedule/delivery period and provisional extension order is issued without deciding on the application of LD, no amount from the RA bill will be deducted as "withheld LD" amount in case where adequate retention payment (over and above SD) remains with DVC as per terms of the contract.

(ii) Alternatively, the Purchaser reserves the right to purchase the material from elsewhere at the sole risk and cost of the Vendor and recover all such extra cost incurred by the Purchaser in procuring the material by the above procedure.

(iii) Alternatively, the Purchaser may cancel the Order completely or partly without prejudice to his right under the alternatives mentioned above

(iv) In the event of recourse to alternative (ii) and (iii) above, the Purchaser will have the right to repurchase the stores, to meet urgency in requirement caused by Vendors failure to comply with the schedule of delivery irrespective of the fact whether the materials are similar or not.

**RISK PURCHASE CLAUSE** - The Purchaser reserves the right to purchase the material/spares/ equipment/ service & works from elsewhere at the sole risk and cost of the Vendor and recover all such extra cost incurred by the Purchaser in procuring the material, services and works contract. Procedure will be followed as per adopted procedures of DVC.

**(11). CANCELLATION/SHORT CLOSURE:** - The Owner may terminate/short close the contract, by not less than 30 days written notice to you, to be given after occurrence of any of the events specified in the Sl. No. (a) to (e) of this clause and 60 days in the case of the event referred to Sl. No. (f), (g) & (h) below: a) The Vendor fails to comply with any of the terms of the Order or the bidder do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Owner may have subsequently approved in writing. b) The Vendor becomes bankrupt or goes into liquidation. c) If as a result of Force Majeure, the Bidder is unable to supply materials for a period of not less than 60 days. d) If the Bidder, in the judgment of the Owner has engaged in corrupt or fraudulent practices in competing or in executing the Contract. For the purpose of this clause. e) Corrupt Practice means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution. f) Fraudulent Practice means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Owner. g) The vendor is otherwise precluded from complying with any of the terms of the order on account of any directives of any lawful authority. h) If the Owner, at its sole discretion, decides to terminate this Contract. It will be guided as per Clause No. 17 of GCC' 2022. GCC' 2022 is available in DVC website [www.dvc.gov.in](http://www.dvc.gov.in).

**(12). FORCE MAJEURE: -**

It will be guided as per Clause No. 16 of GCC (General Condition of Contract). GCC, 2022 is available in DVC website.

**(13). PAYMENT TERMS: -**

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

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

**(14). Contract Period:** - The contract will be valid for the period of 730 days (2 Years) from the date of Commencement of the Work.

**(15). PERFORMANCE GUARANTEE PERIOD / DEFECT LIABILITY PERIOD:** The completed work will stand guaranteed for a period of **06 (Six)** months, from the date of completion of work against bad workmanship. In case any defect arises due to bad workmanship during the guarantee period, the same will be rectified by the contractor free of cost.

**(16). Site Mobilization:** Site mobilization should be done within a period of Fourteen (14) days from the date of placement of LOA/LOI/ WO or intimation from the EIC. If the Contractor fails to mobilize the site within the specified period from the placement of LOI, the expenditure incurred for carrying out the job beyond Fourteen (14) days by the existing Contractor or alternative agency as/ if applicable shall be charged on the successful contractor and the same will be deducted from the Contractor's running Bill / bills as per decision of KTPS, DVC, Authority. No advance payment towards mobilization will be provided by DVC.

In case of non-mobilization/ non execution of work within stipulated time frame, DVC, KTPS reserves the right to get the job done by engaging any other agency and the cost of which will be borne by the contractor.



r (Penalty Applicable as per Terms & Conditions).

**(17). Penalty Clause:** The contractor will have to follow all safety rules at the time of execution of work. All safety equipment such as ISI mark of helmet, safety shoe with fiber toe, safety belt, dust mask, hand rubber gloves, etc. required during execution of the contract shall be supplied by the contractor to the workmen without any extra cost to DVC. If the party fails to adhere with the terms conditions & safety norms, a penalty as per mentioned in attached annexures of Penalty Clause & Terms Conditions will be imposed by DVC, KTPS.

**(18). Contingency:** - Contractor must possess sufficient fund to pay the workers when bills are not paid/passed for reasons whatsoever for at least two months.

#### **(19). 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.

#### **(20). OFFER VALIDITY**

Bid offer must be kept valid for at least 180 days from the date of opening of the enquiry.

#### **(21). GeM GTC**

Other Terms and conditions which are not specifically mentioned in the Terms and conditions of the NIT shall be **guided by GeM GTC**.

**(22). DVC GENERAL CONDITIONS OF CONTRACTS:** - The terms and conditions not mentioned herein shall be as per DVC GCC as applicable. For DVC GCC, please visit "[https://www.dvc.gov.in/dvcwebsite\\_new1/conditions-of-contract/](https://www.dvc.gov.in/dvcwebsite_new1/conditions-of-contract/)". If any contradiction arises between the conditions mentioned herein and those in DVC GCC the former shall prevail.

#### **(23). BILL TRACKING SYSTEM**

It has been advised that all the bill/invoice related to P.O./W.O. must be processed through DVC Portal with following link <https://application.dvc.gov.in/Vendor/> Detailed guidelines related to Vendor Registration & Processing of Bill for Vendor Bill Tracking are available in the DVC portal under PROCUREMENT.

#### **(24). OTHER TECHNO COMMERCIAL TERMS & CONDITIONS I:-**

**(A) LAWS:**

(a). Vendor should have to abide by all Statutory Acts and Laws and Regulations of respective Government as applicable.

(b). Vendor shall be responsible for compliance of all statutory obligations under Factories Act.1948, Contract Labour Act, Minimum Wages Act, Payment of Wages Act and also be responsible for payment of employees contribution under EPF etc, if applicable.

(c). A vendor has to obtain labour license from statutory body i.e. concerned office of the Regional Labour Commissioner (Central), if applicable.

(d). Vendors shall have to obtain license from Govt. License authority under Contract Labour Regulation and Abolition Act and the copy of the same will have to be produced, if applicable.

(e). The workers deployed by vendor will be bound by regulation of Factories Act.1948 and its amendments thereafter. Minor and women labours shall not be engaged in this job.

**(B) DISCIPLINE:** The contractor's employees should maintain proper discipline and behavior and do not cause any hindrance to smooth running of the Power Plant or in execution of duties by DVC, KTPS Employees. The Controlling Officer is fully empowered to ask the contractor to withdraw any worker/workers on charges of misconduct, incompetence/ negligence in discharge of duties and such worker/workers may not be deployed without his permission.

**(C) TERMINATION:** -Termination of contract will be applicable as per Clause No.24 of OPTIONAL TERMS & CONDITIONS OF CONTRACT of GCC. GCC-2022 is available on the DVC website.

**(D) SAFETY CLAUSE:** As per attachment.

**(E) LOCAL RULES & REGULATIONS:** - The contractor has to abide by the rules and regulations framed by DVC authority which may change from time to time in the interest of the project. They are to follow the duty hours as will be specified by the controlling officer during execution of contract.

**(F) UPWARD VARIATION:** - Any upward variation in taxes & duties beyond the contract period will be borne by you. However, any decrease in this respect will have to be passed on to DVC.

**(G) COMPLIANCE OF EPF & ESI SCHEME:** - Compliance of EPF & ESI scheme for the workers engaged by the Contractor shall be done as per rules.

**(H) DISCONTINUATION OF JOB:** - In case the job is found discontinued by Contractor within the contractual period, DVC, KTPS shall have the right to award part or full job to any other outside agency and the expenditure thereof shall be deducted from their bill of the contractor.

**(I) SECURITY GATE PASS:** - The contractor must arrange Photo gate pass at his own cost for his workmen from the security department and the rules and regulations related to this subject shall be binding on the contractor.

**(J) PRECAUTIONARY MEASURES TO AVOID DAMAGE OF OTHER EQUIPMENT:** - The contractor should take care of safety of equipment and property of DVC, KTPS. Any loss to this effect will be the contractor's responsibility entirely and they shall have to make good for the losses and extra expenditure incurred by DVC, KTPS thereof.

**(K) CONTRACT PERFORMANCE EVALUATION (CPE):** - Contractors have to support in generating contractor performance evaluation sheet (In the prescribed format as per annexure- enclosed). No bill will be passed/No payment will be made before submission of contractor performance evaluation report.

**(L) SUBLETTING OF CONTRACT:** - Subletting is not allowed for Services contract including AMC/ARC which are of routine type, repetitive or frequent in nature.

**(25). OTHER TECHNO COMMERCIAL TERMS & CONDITIONS II: -**

**(A) UNAUTHORIZED OCCUPATION/POSSESSION:** - Unauthorized occupation/possession of Quarters/Shop/Plot of land of DVC will be treated as a disqualification and tender submitted/Contract awarded is liable to be rejected/cancelled, as the case may be, at any stage if the vendor or his authorized representative is found to be having such unauthorized occupation/ possession.

**(B) OTHER TERMS & CONDITIONS:** - The subject work shall broadly be governed by the terms and conditions of NIT & the terms and conditions not herein will be guided by DVC GCC (available on DVC website).

(C) NIGHT DUTY ALLOWANCE (WHEREVER APPLICABLE): - 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 maximum limit as stipulated in BOQ.

(D) STATUTORY AND NON-STATUTORY COMPONENT OF WAGES:-

Contractor is required to pay the following statutory components of central wages - Basic, VDA, EPF, ESI, Annual leave payment (@5%), Bonus (@8.33%), Retrenchment benefit (@4.92%) if applicable, & non-statutory components like Holiday payment (@3%), Allowances (@ Rs 1000/26 per Man/day), Night Duty Allowance per effective night duty (wherever applicable) Night Duty @Rs 25/night 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 to their Workers/Supervisors engaged for execution of the said Work Orders/contracts. All percentage are applicable for Basic + VDA. The rate of minimum wages will be considered for Class- C area & same will modified time to time as circulated by HR dept. of DVC

**(26). SPECIAL INSTRUCTION TO BIDDERS (General) -**

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May please submit following documents along with other techno commercial documents with the bid -

- (i) Copy of valid PAN and GST Registration Certificate.
- (ii) Mention the HSN/SAC Code of all the materials.
- (iii) Valid UDYAM certificate issued by MSME/NSIC, if applicable.
- (iv) Declaration of Local content under Make In India (MII) for class-I/Class-II supplier from OEM, if applicable.
- (v) No price escalation will be entertained.
- (vi) In sending your quotation you will be deemed to have read, understood and accepted all terms and conditions stated in the Enquiry.
- (vii) Successful bidder shall have to provide complete breakup of the quoted price in the required price bid format before award of contract.
- (viii) Any corrigendum published afterwards shall be considered as integral part of the original Tender Document.

**(27). SPECIAL INSTRUCTION TO BIDDERS (After Placement of PO)**

- (i) Bank Guaranty need to be submitted as per DVC norms.**
- (ii) Agreement needs to be executed as per DVC norms.**
- (iii) Safety MOU is to be signed as per DVC norms.**
- (iv) Training for safety of each worker is to be completed before start of work.**
- (v) Health checkup of workers should be completed before start of work.**
- (vi) Police verification about identity and character of each worker is to be submitted before issuance of gate pass.**
- (vii) Valid Electrical License is to be submitted.**
- (viii) Labour License from competent authority is to be submitted.**
- (ix) Monthly wages of worker are to be paid on or before 7th of every succeeding month.**

**(28). PAYING AUTHORITY:** Senior Manager (Finance), Koderma Thermal Power Station, Damodar Valley Corporation, PO – DVC KTPP Banjhedih, Dist – Koderma Jharkhand – 825421.

**(29). ACCEPTANCE:** (Applicable In case of Award of Contract through GeM Portal): Please acknowledge receipt and convey your acceptance by returning the duplicate copy of this Purchase Order duly signed with company seal and date / on GeM Portal within 15 days from the date of issuance of order on GeM to the Order Issuing Authority. After 15 days, it deemed to be accepted if No action is taken.

**(30). INSTRUCTION TO BIDDERS (ITB) -**

**(i). MII Class 1/ Class2 Local Suppliers certificate-** Bidders are requested to submit copy of MII Class 1/ Class 2 Local Suppliers certificate (self-authenticated) from OEM with details of place of local value addition, If Applicable.

**(ii).** MSEs registered with NSIC/MSME are required to submit the copy of valid NSIC/MSME/UDYAM registration certificate (self-authenticated) from appropriate Govt. authority in an envelope super scribed NSIC/MSME to the office of the SUPERINTENDING ENGINEER / Sr. Manager (C&M), 3<sup>rd</sup> Floor, DVC – Tower, VIP Road Kolkata WB -700054 and scan copy of same shall be uploaded on GeM Portal, wherever applicable.

**(iii) FORM-A:** Bidders are requested to print the format for Acceptance of Commercial Terms, General Terms and Conditions and all other Terms of the RFQ on their letter head. This document will be signed by the authorized signatory of the bidder and the scanned copy of the same will be uploaded during bid submission. Copy of same is to be furnished to the office of the SUPERINTENDING ENGINEER / Sr. Manager (C&M), 3<sup>rd</sup> Floor, DVC – Tower, VIP Road Kolkata WB -700054.

**(iv). Letter of Bid (Annexure-G):** This will be downloaded by the bidder and will be printed/ typed on his letter head as per format. This document will be signed by authorized signatory of the bidder and the scanned copy of the same will be uploaded during bid submission. Copy of same is to be furnished to the office of SUPERINTENDING ENGINEER / Sr. Manager (C&M), 3<sup>rd</sup> Floor, DVC – Tower, VIP Road Kolkata WB -700054.

**(v). Annexure-H:** DETAILS OF BANKER FOR MAKING PAYMENT THROUGH RTGS/NEFT is to be uploaded in website (GeM) in .pdf form as it is required for RTGS / CBS /NEFT. Copy of same is to be furnished to the office of SUPERINTENDING ENGINEER / Sr. Manager (C&M), 3<sup>rd</sup> Floor, DVC – Tower, VIP Road Kolkata WB -700054.

**(vi) Notarized Affidavit (Annexure-I):** Proforma for affidavit as per NIT to be uploaded by the bidder for genuineness of the information furnished on-line and authenticity of the documents produced before Tender Committee for verification in support of his eligibility on Non Judicial Stamp Paper (minimum value of Rs. 10) after getting it notarized and copy of same is to be furnished to the office of the SUPERINTENDING ENGINEER / Sr. Manager (C&M), 3<sup>rd</sup> Floor, DVC – Tower, VIP Road Kolkata WB -700054.

**(vii). Certificate:** Bidders are requested to print/ type on their letter head as per format of certificate. This document will be signed by the bidder and the scanned copy of the same will be uploaded on GeM Portal during bid submission. Copy of same is to be sent to the office of SUPERINTENDING ENGINEER / Sr. Manager (C&M), 3<sup>rd</sup> Floor, DVC – Tower, VIP Road Kolkata WB -700054.

**(viii).** The bidders are requested to download the format of Form-A, Letter of Bid [i.e. Annexure-G], Details of Banker for Making Payment through RTGS/NEFT [i.e. Annexure-H], Affidavit [i.e. Annexure-I], Certificate and Techno Commercial Schedule from hyperlink given in clause no: 3 i.e. Buyer uploaded ATC document under "Buyer Added Bid Specific Additional Terms and Conditions" and fill as per given instruction, sign and upload the same in website (GeM) in .pdf file **(No price part should be mentioned in this document)**. Hard copy of same (if applicable) is to be sent to the office of SUPERINTENDING ENGINEER / Sr. Manager (C&M), 3<sup>rd</sup> Floor, DVC – Tower, VIP Road Kolkata WB -700054.

**(ix).** The bidder is also requested to upload scanned copies in .pdf file of relevant other techno commercial documents as per NIT e.g., PAN, GST Registration Certificate, EPF & ESI Registration Certificate (if applicable), Status of Organization (i.e., Company Registration Certificate / Memorandum and Articles of Association / Partnership deed / Sole Proprietorship as the case may be) with documentary evidence, "MSME/NSIC Certificate/UDYAM REGISTRATION CERTIFICATE (as applicable).

**(x). Estimated Bid Value is Excluding GST. However, Your Quoted Price should be inclusive of all i.e., inclusive of all taxes & duties. The quoted Price on GeM Portal in percentage high, low or at par with the DE are distributed uniformly for each item.**

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**(xi) OUR BANKER:** PUNJAB NATIONAL BANK, New Manicktala, Kolkata. Account No.: 82250010682, IFSC Code: PUNB0008220.

**(xii). Verification of documents -**

**(a)** The bidders shall have to upload scan copies of all documents, as per requirement of QR and NIT for Techno-Commercial evaluation and compliance thereof. L1 bidder will be asked to produce the documents (as required as per NIT) in Original / Self authenticated and attested by public notary, in support of the information furnished by them online, within 10 days in case of domestic tenders and 15 days in case of global tenders from the date of notification by DVC. Bidder(s) shall also submit an affidavit (original) in line with Annexure-I on a non-judicial stamp paper of Rs.10 regarding genuineness of the information furnished by him/them online and authenticity of the documents being produced by him/them, within the same time frame. No additional time will be allowed to the bidder for producing the required documents.

**(b)** In case any bidder(s) fails to produce the documents within the specified period of 10 days in case of domestic tenders and 15 days in case of global tenders, or if any of the information furnished by the bidder(s) on-line is found to be false during verification of documents, which changes the eligibility status of the bidder then EMD of the bidder(s) will be forfeited with caution letter to refrain in future and in event of 2nd instances EMD will be forfeited and banning of the bidder for one year from participating in future tender.

**(xiii).** Bidders who have not complied all the terms & conditions of NIT/Tender Document and taken deviation elsewhere, will be asked to withdraw unconditionally the deviation without any price implication within the specific time frame failing which their offers will not be considered for opening of price bids.

**(xiv). PUBLIC PROCUREMENT POLICY:**

[A]. Amendment to the existing Public Procurement Policy for Micro and Small Enterprises (MSE) was notified by Ministry of MSME vide GOI Gazette Notification S.O. 5670(E) dated 9th November, 2018 will be applicable for subject Procurement/Service.

[B]. Public Procurement (Preference to Make in India), Order 2017 of GOI, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi, No. P-45021/2 /2017 B.E. II

dated 15th June 2017 is applicable for the subject procurement.

[C]. Public Procurement Policy for Micro and Small Enterprises (MSEs), Order 2012 of GOI, Ministry of Micro, Small and Medium Enterprises, Office of Development Commissioner (MSME), Marketing Assistance Division, Nirman Bhawan, New Delhi, No. 26(1) /2014-MA dated 6th November 2015 is applicable for the subject procurement.

**(xv). Settlement of disputes & Arbitration:** As per Clause no. 33 and Clause no. 20 (Optional terms & conditions of Contract) of GCC- 2022. GCC, 2022 is available in DVC website.

**(xvi). Note:**

(i) In accepting the order, you are understood to accept to all responsibilities for any infringement in registered design, trademark, patent rights etc.

(ii) Self-certified photocopies of all relevant documents e.g., recent PO copies, VAT/STRC/GST etc., wherever needed to be enclosed with the offer. However, DVC reserves the right to call those original documents, if needed failing which the offer is liable for rejection.

(iii) All technical and commercial terms & Condition mentioned in the subject bid will be deemed to have been accepted by you if you quote the rate. The Bidder who have not complied all the terms & conditions of NIT/Tender Document and taken deviation elsewhere, will be asked to withdraw unconditionally the deviation without any price implication within the specific time frame failing which their offers will not be considered for opening of price bids.

**(xvii). COMMUNICATION/ CONTACT NO: -**

For technical & commercial queries, if any, the bidders may contact the following personnel: -

Shri Rajeev Ranjan Prasad, Dy. Chief Engineer / Dy. General Manager (C&M), 3<sup>rd</sup> Floor, DVC – Tower, VIP Road Kolkata WB -700054 Mob: 7979846110, e-mail: [ranjeevranjan.prasad@dvc.gov.in](mailto:ranjeevranjan.prasad@dvc.gov.in)

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Shri Prabhakar Kr Suman, Sr. Divisional Engineer / Manager (C&M), 3<sup>rd</sup> Floor, DVC – Tower, VIP Road Kolkata WB - 700054, Mob: 7992363640, email: [prabhakar.suman@dvc.gov.in](mailto:prabhakar.suman@dvc.gov.in)

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**3. Buyer Added Bid Specific ATC**

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

## अस्वीकरण/Disclaimer

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.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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 [सामान्य नियम और शर्तें/General Terms and Conditions](#), 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 सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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।/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.

**---धन्यवाद/Thank You---**