



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2023/B/3354432 Dated/दिनांक : 13-04-2023

# Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण				
Bid End Date/Time/बिड बंद होने की तारीख/समय	28-04-2023 12:00:00			
Bid Opening Date/Time/बिड खुलने की तारीख/समय	28-04-2023 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			
Item Category/मद केटेगरी	Group Personal Accidental Insurance Service - Permanent Employees; Only accidental death (not natural), Permanent total disability, Permanent partial disability, Temporary disabilities			
Contract Period/अनुबंध अविध	1 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	Bidder Turnover, Certificate (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			
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	No			
Type of Bid/बिंड का प्रकार	Two Packet Bid			
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days			
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation			
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वितीय दस्तावेज ब्रेकअप आवश्यक है	Yes			

# EMD Detail/ईएमडी विवरण Required/आवश्यकता No SPlitting/विभाजन Bid splitting not applied/वोली विभाजन लागू नहीं किया गया. MII Compliance/एमआईआई अनुपालन MII Compliance/एमआईआई अनुपालन MII Compliance/एमआईआई अनुपालन MIE 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 defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
- 2. 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.

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

PRICE SCHEDULE - 1681394074.xlsx

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Details of people to be insured: 1681385582.pdf

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue	

	ONLINE VIA MICROSOFT TEAMS(LINK BELOW):-
20-04-2023 12:00:00	https://teams.microsoft.com/l/meetup-join/19:oJltI7Ciua_JQBSIz- 88X5ZMQx26fQD_ZwKlthvN9vs1@thread.tacv2/1681394319659?context= {"Tid":"cf94827a-bc3d-4b63-8feb-432960d2d81b","Oid":"703f8a05-0af4- 4473-ab95-38c0f043d400"}

Group Personal Accidental Insurance Service - Permanent Employees; Only Accidental Death (not Natural), Permanent Total Disability, Permanent Partial Disability, Temporary Disabilities ( 5474 )

# Technical Specifications/तकनीकी विशिष्टियाँ

Specifica tion	Values				
Core	ore				
Type of People being Insured	Permanent Employees				
Type of Cover	Only accidental death (not natural) , Permanent total disability , Permanent partial disability , Temporary disabilities				
Additional Cover	II AS PER SCOPE OF WORK				
Premium Payment Options	yment Single Premium				
Age Group of the insured	18 to 25 yrs , 25 to 60 yrs				
List of Insurer from where insurance to be taken(can indicate multiple service providers)	Acko General Insurance Ltd., Aditya Birla Health Insurance Co. Ltd., Agriculture Insurance Company of India Ltd., Bajaj Allianz General Insurance Co. Ltd., Bharti AXA General Insurance Co. Ltd., Cholamandalam MS General Insurance Co. Ltd., Manipal Cigna Health Insurance Company Limited, Edelweiss General Insurance Co. Ltd., Future Generali India Insurance Co. Ltd., Go Digit General Insurance Ltd., HDFC ERGO General Insurance Co. Ltd., ICICI LOMBARD General Insurance Co. Ltd., IFFCO TOKIO General Insurance Co. Ltd., Kotak Mahindra General Insurance Co. Ltd., Liberty General Insurance Ltd., Magma HDI General Insurance Co. Ltd., Niva Bupa Health Insurance Co Ltd., National Insurance Co. Ltd.				
Addon(s)/\(\text{\text{\$\}\$}}}}\$}}}}}}}}}}}}}}}}}}}}}}}}}}}}}	Addon(s)/एडऑन				
Additional Details/अतिरिक्त विवरण					
Insurance Start Date	2023-05-30T18:30:00.000Z				
Insurance End Date	2024-05-29T18:30:00.000Z				

# Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

# Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/ਧਗ	No. of People in the Buyer organization being insured	Additional Requirement/अतिरिक्त आवश्यकता
1	Vivek Singh	700054,C&M, HQ, Damodar Valley Corporation, DVC Towers, VIP Road, Kolkata- 700054	5474	N/A

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

# 1. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment Click here to view the file.

### 2. Generic

- 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- 3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

### 3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

### **QUALIFYING REQUIREMENTS**

# A. TECHNICAL CREDENTIALS

# 1. The credential as regards to underwriting experience:

The Insurance Company should have underwritten the similar nature of risk of different PSUs/Govt./MNC/Corporate etc. during the period of last seven years ending last day of the month previous to the one in which offers are invited in the following manner and should satisfy a t least one of the three conditions as appended below: -

- a. Should have underwritten 3(three) similar nature of completed works each having total share of premium not less than the amount of Rs. 5,95,895/- in each of such cases.
  OR
- **b.** Should have underwritten 2(two) similar nature of completed works each having total share of premium not less than the amount of Rs. 7,44,869/- in each of such cases.
- **c.** Should have underwritten 1(one) similar nature of completed works having total share of pre mium not less than the amount of Rs. 11,91,790/- of such case.
- 2. For satisfying the above laid down condition, the bidder must have to submit requisite paper & documents such as Policy Copies issued by them duly reflecting the corresponding amount of

the premium received by them in overall share of the business.

### 3. Minimum years of operation:

As per their registration with the IRDA the minimum period of operation should not be less than 7 years (which is to be counted from 2015-16 to 2021-22) for which the bidder is required to submit copy of certificate of renewal of registration by IRDAI / Return submitted to IRDA in R5 format (Documents needs to submitted for all the 1st year to 7th year).

- \* **Completed Work means**: For satisfying the above laid down condition, the bidder must have to submit requisite paper & documents such as Policy Copies issued by them duly reflecting the corresponding amount of the premium received by them in overall share of the business.
- \* **Similar Work means**: Similar nature of work means policies related to Group Personal Accide ntal Insurance.

### **B. FINANCIAL CREDENTIALS**

- **Average Annual Turnover(AAT) :** The Average annual turnover during the last 3 financial ye ars should be at least Rs. 4,46,922/-. Other income shall not be considered for arriving at annual turnover.
- 2. **Net Worth of the Company:** The Net Worth of the Company as on 31/03/2022 shall not be I ess than 100% of the paid up share capital and for determination of which copy of audited Ann ual Accounts of 2021-22 or IRDA prescribed Return in NL-30 Format needs to be submitted.

Net worth means the sum total of the paid up share capital and free reserves. Free reserve me ans all reserves credited out of the profits and share premium account but does not include re serves credited out of the revaluation of the assets, write back of depreciation provision and a malgamation. Further any debit balance of Profit and Loss account and miscellaneous expense s to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.

Note: 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.

QR ENDS HERE-----

### **ADDRESS FOR COMMUNICATION:**

Chief Engineer (E),

C&M Department, DVC,

DVC Towers, VIP Road, Kolkata-700054

E-mail: amitava.maity@dvc.gov.in

### PERIOD OF VALIDITY OF BID & LANGUAGE OF BID

Bids shall remain valid for a period of 180 days from the closing date prescribed by the Employer for the re ceipt of Bids. A Bid valid for a shorter period shall be rejected by the Employer as being nonresponsive.

## **COMMERCIAL AND TECHNICAL DEVIATIONS**

No Deviation is permitted by DVC for this NIT.

The Bidders are advised that while making their Bid proposals and quoting prices, the above conditions may appropriately be taken into consideration. Conditional Bid shall not be accepted under any circumstance

by the Employer.

Bidders may note that deviations, variations and additional conditions etc. found anywhere in the Bid, shall not be given effect to in evaluation and it will be assumed that the Bidder complies with all the conditions of NIT Documents. In case Bidder refuses to withdraw the same unconditionally within a specific time fram e, without any cost to the owner, his Bid is liable for rejection.

### **BID PRICES (PREMIUM):**

Bidders shall quote the rate of Premium per Mille exclusive of Goods and Services Tax on the direct transa ctions between the Employer and the Insurer(s) such that the total Bid price (total Premium), covers all the Insurer's obligations mentioned in or to be reasonably inferred from the Tender documents. Bidder(s) should study the tender documents carefully before quoting.

Rate of premium should be quoted for the period of 1 year based on estimated coverage of Sum Insured a s enclosed herewith as per Annexure-'C'.

# **PRICE BASIS**

The Contract Price shall be FIRM & FIXED during the entire execution of the Contract and exclusive of Good s and Services Tax (GST) on the direct transactions between the Employer and the Insurer.

### **BID CURRENCIES:**

PRICES SHALL BE QUOTED IN INR only.

### **CONTACTING THE EMPLOYER & AWARD OF CONTRACT**

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

DVC will award the contract to the successful Bidder whose Bid has been determined to be substantially re sponsive and to be the lowest evaluated Bid, further provided that the Bidder is determined to be qualified to perform the contract satisfactorily also reserves the right to buy the policy or not to buy the policy at all, based on the outcome of bidding process and no claim of whatsoever nature on any of these or other accounts by bidders shall be entertained.

### **DVCS RIGHT TO ACCEPT ANY BID AND TO REJECT ANY**

### **OR ALL BIDS**

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

# **LETTER OF AWARD**

Prior to the expiration of the period of Bid validity, DVC will notify the successful Bidder in writing by letter or by telefax to be confirmed in writing by letter, that its Bid has been accepted. The Letter of Award (LOA) will constitute the formation of the contract.

The Letter of Award shall in all respect be deemed to be and shall be constructed and shall operate as an I ndian Contract as defined in the Indian Contract Act 1872 and all payments thereunder shall be made in R

upees.

The Insurers shall indemnify and hold harmless the Employer from and against any and all liabilities, dama ges, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Insurer or its personnel.

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

DVC will provide necessary inputs/information as considered necessary to the successful bidder for finaliza tion of the policy document.

### **RISK PURCHASE CLAUSE:**

The Employer reserves the right to purchase the material/spares/ equipment or get the service & works do ne from elsewhere at the sole risk and cost of the Contractor/Vendor and recover all such extra cost incurr ed by the Employer in procuring the material, services and works contract. The procedure to be followed is given below.

- i) After the expiry of the specified date of delivery/ completion period, a notice should be given to the vend or for delivering the material/ completion the work immediately.
- ii) If the Contractor/Vendor fails to deliver the material/ complete the work, a final risk and cost notice is to be served to the vendor by registered post with A/D/speed post, clearly indicating that if he fails to deliver the materials/ complete the work within specified period as per condition of contract after receipt of the let ter, the same shall be outsourced/executed from other sources at the risk and cost of the vendor.
- iii) The existing order has to be closed and action to be initiated for procurement / completion of work &services of the balance items/ portion. While taking such action the defaulting Vendor/Contractor should not be given an opportunity against fresh tender/enquiry.
- iv) 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 Vendor/Contractor.
- v) For the purpose of recovery of the amount, unpaid amount / security deposit/ SD by way of BG, provide d by the vendor/contractor will be adjusted first, if there is any balance left to be recovered, the Vendor/Contractor should be informed to deposit the money at the earliest.
- vi) If he fails to deposit the balance amount no further enquiry will be given as per banning procedure.
- vii) In case the amount is considerable, legal action may be considered by DVC.
- viii) Alternatively, the Employer may short close the Order stating the reason for not resorting to risk purch ase clause in case of exigency.

In the event of recourse to alternatives as mentioned above, the Employer/DVC will have the right to re-pur chase the stores or complete the work, to meet urgency in requirement caused by Contractor/Vendor's fail ure to comply with the schedule of delivery or completion of the work or services irrespective of the fact w hether the materials /equipment/ work/ service are similar or not.

### **SPECIAL CONDITIONS OF CONTRACT (SCC):**

**A.** <u>Definition</u>: Add the following definitions in GCC clause No.1

"Day" means calendar day of the Gregorian calendar.

"Month" means calendar month of the Gregorian calendar.

**"Employer**" means Damodar Valley Corporation (DVC) and includes the legal administrators, succes sors, executors and assigns of the Employer.

"**Insurer"** Shall mean the individual firm registered under IRDA, Company or Corporation whether in corporated or otherwise to whom the Work Order/LOA is addressed and shall include its permitted as signs and successors.

"**DVC's Coordinator**" means the person appointed by the Employer to perform the duties delegate d by the Employer and will arrange to provide all inputs to the Insurer.

"**Insurer's Representative**" means any person nominated by the Lead Insurer to perform the duti es delegated by the Lead Insurer and will arrange to provide all deliverables to the Employer.

- **B.** Specification (for this services) shall be as per this NIT/Tender documents.
- **C.** EMD is not applicable for this NIT.
- **D.** No Deviation is permitted by DVC for this NIT.
- **E.** Terms of Payment shall be as per this NIT & all payment to the Contractor will be released through R TGS/NEFT only.
- **F.** Liquidated damages is not applicable for this NIT.
- **G.** Security Deposit cum Performance Guarantee is not applicable for this NIT.
- **H.** Guarantee/Warrantee clause is not applicable for this Tender.

# 4. 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. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

- 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.

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- 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.

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.

This Bid is governed by the <u>General Terms and Conditions/सामान्य</u> नियम और शर्ते, conditions stipulated in Bid and <u>Service Level Agreement</u> specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्ते is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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

---Thank You/धन्यवाद---