



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2023/B/3289454
Dated/दिनांक : 27-03-2023

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	25-04-2023 12:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	25-04-2023 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	Custom Bid for Services - Engagement of consultant for preparation of FR DPR Preaward activities for DTPS 1x800MW ultrasupercritical unit
Contract Period/अनुबंध अवधि	1 Year(s) 3 Month(s) 20 Day(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	46 Lakh (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/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
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
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	306000

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).	18

(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 केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी 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 :

DVC TOWER,3RD FLOOR, VIP ROAD Kolkata- 700054

Damodar Valley Corporation, Contracts and Materials, Damodar Valley Corporation, Ministry of Power OUR BANKER Account No : 0082250010682 Account Name : DAMODAR VALLEY CORPORATION Account Type : CASH CREDIT Branch Code : 008220 Address : P-41 CIT ROAD,SCHEME VII M,KANKURGACHI,KOLKATA 700054 Phone No : 033-23550160/23558852 Branch IFSC : PUNB0008220 MICR Code : 700024261 SWIFT Code : PUNBINBBCCH (Senior Manager Finance)

Splitting/विभाजन

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

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
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant /

Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. 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.

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:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. 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
- v. 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

Scope of Work:[1679566586.pdf](#)

Service Level Agreement (SLA):[1679317306.pdf](#)

Payment Terms:[1679376334.pdf](#)

GEM Availability Report (GAR):[1679317382.pdf](#)

Special Terms and Conditions (STC) of the Contract:[1679375770.pdf](#)

Quantifiable Specification / Standards of The Service/ BOQ:[1679375934.pdf](#)

Any other Documents As per Specific Requirement of Buyer -1:[1679375974.pdf](#)

Introduction about the project /services being proposed for procurement using custom bid functionality:[1679394265.pdf](#)

Pre Qualification Criteria (PQC) etc if any required:[1679651959.pdf](#)

Project Experience and Qualifying Criteria Requirement:[1679651964.pdf](#)

Any other Documents As per Specific Requirement of Buyer -2:[1679394948.pdf](#)

Instruction To Bidder:[1679399480.pdf](#)

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue

03-04-2023 12:00:00	<p>ONLINE MICROSOFT TEAM (LINK PRESENT BELOW)</p> <p><a \"703f8a05-0af4-4473-ab95-38c0f043d400\"}"="" \"cf94827a-bc3d-4b63-8feb-432960d2d81b\",="" \"oid\":="" href="https://teams.microsoft.com/l/meetup-join/19:ojltl7Cua_JQBSlz-88X5ZMQx26fQD_ZwKlthvN9vs1@thread.tacv2/1679574353039?context={\" tid\":="">https://teams.microsoft.com/l/meetup-join/19:ojltl7Cua_JQBSlz-88X5ZMQx26fQD_ZwKlthvN9vs1@thread.tacv2/1679574353039?context={\"Tid\": \"cf94827a-bc3d-4b63-8feb-432960d2d81b\", \"Oid\": \"703f8a05-0af4-4473-ab95-38c0f043d400\"}</p>
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Custom Bid For Services - Engagement Of Consultant For Preparation Of FR DPR Preaward Activities For DTPS 1x800MW Ultrasupercritical Unit (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Engagement of consultant for preparation of FR DPR Preaward activities for DTPS 1x800MW ultrasupercritical unit
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	Ravi Ranjan	700054,C&M, HQ, Damodar Valley Corporation, DVC Towers, VIP Road, Kolkata-700054	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. **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](#)

3. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

4. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

Chief Accounts Officer, DVC, Head Quarter
payable at
PNB, Kolkata (Code No : 008220)

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

5. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

DAMODAR VALLEY CORPORATION
Account No.
0082250010682
IFSC Code
PUNB0008220
Bank Name
PUNJAB NATIONAL BANK
Branch address
P-41 CIT ROAD,SCHEME VII M,KANKURGACHI,KOLKATA 700054

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

6. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

Chief Accounts Officer, DVC, Head Quarter
payable at
PNB,KOLKATA(Branch Code: 008220)

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

7. **Buyer Added Bid Specific ATC**

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

8. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Subject of Work: Engagement of consultant for preparation of FR, DPR & Pre-award activities for DTPS (1x800MW) ultra-supercritical unit

QUALIFYING REQUIREMENTS:

A. TECHNICAL CREDENTIALS

1. The bidder should have been in the field of providing Engineering consultancy services for cumulative capacity of at least 2000 MW of coal based thermal power plants of unit ratings 250 MW or above, in the last 15 years, which should be in operation in India and/or abroad as on date of bid submission.

Engineering Consultancy services means any or combination of the followings:

- a. Preparation of Detailed Project Report (DPR)
- b. Preparation of technical specifications
- c. Preparation of tender documents / specifications
- d. Tender evaluation for selection of EPC contractor

2. Out of the above mentioned 2000 MW cumulative capacity of coal based thermal power plants, Bidder should have experience of the following consultancy services for at least one (1) supercritical unit of capacity 660 MW or above which is in successful operation in India as on date of bid submission:

- a. Preparation of Detailed Project Report (DPR)

AND

- b. Preparation of technical specification, tender documents/specifications along with tender evaluation upto finalization of EPC contractor.

Note: For SI no.2(a) and 2(b), there may be a single contract or different contracts.

3. Proof of acceptance/approval of final DPR, award of EPC contract or successful work completion certificate from customers indicating satisfactory work done by the bidder against SI no. (1) & (2) above must be submitted along with copies of work orders for the above said consultancy work.

B. FINANCIAL CREDENTIALS

1. Bidder's average annual financial turnover during preceding 3(three) financial years ending 31/03/2022 should be at least Rs. 45,90,000 (Rupees Forty-Five Lakhs Ninety Thousand only). Other income (shown in the audited results of the vendors) shall not be considered for arriving at the annual turnover. Necessary documents should be submitted along with the offer.

2. Net Working capital or access to credit facilities (unutilised portion) on the date of NIT should be at least Rs 28,68,750 (Rupees Twenty Eight Lakhs Sixty Eight Thousand Seven Hundred Fifty only). Net working capital means the difference of sum of current assets and sum of current liabilities. Current assets means a sum of cash and cash equivalent, current investment, inventories, trade receivable, short term loan and advances and other current assets. Current liabilities means a sum of short term borrowings, trade payables, short term provision and other current liabilities.

Notes for financial Criteria for all clauses of SI. No. (B) above:

a. In compliance to above Financial QR the bidder shall submit copy of Audited annual accounts including Balance sheet and profit & Loss Account statements for the last 03 (three) financial years.

b. 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

Note:- Average Annual Turnover has been entered as 46 Lakhs in GEM as only values in Lakhs can be given. However during checking of bidder documents, all bidders having Average Annual Turnover of Rs 45,90,000 shall be qualified for further evaluation.

QR ends here.....

LIST OF DOCUMENTS TO BE ENCLOSED WITH BID DOCUMENTS:

1. Integrity pact (Unconditionally) -Mandatory with initial offer and should be present on opening of tender otherwise bid will be rejected straightway. Integrity pact in original documents must reach to 3rd Floor, C&M Section, VIP Road, DVC Towers,700054 before opening of tender for acceptance of bid.
2. EMD Documents/Proof should be upload in GEM site and also should be submitted in hard copy which must be present on opening of tender otherwise bid will be rejected straightway.
3. PAN
4. GST
5. Bank detail
6. Techno-commercial sheet duly filled up (Format attached in ATC).
QR Compliance Sheet duly filled up (Format attached in ATC).
7. No relation declaration with DVC/otherwise detail in letter head(Format attached in ATC).
8. Affidavit in non-judicial stamp paper duly notarized for genuineness of data furnished (Format attached in ATC).
9. Form-A (Format attached in ATC).
10. Letter of Bid (Format attached in ATC).
11. Certificate (Format attached in ATC).
12. Terms & Conditions acceptance.
13. Power of Attorney or authorization of signatory who is signing the bid.
14. All supporting documents like WO copies & it's execution proof, audited balance sheet etc. to satisfy QUALIFYING REQUIREMENT as mentioned above otherwise bid will not be accepted. As tender is being floated in open with reverse e-auction mode in GeM portal, hence any deviation will result rejection of respective bid to provide equal platform for all bidders.

Earnest Money Deposit (EMD) (Rs.3,06,000/-): EMD amount must be submitted and relevant documents must be uploaded during bid submission. It is to be noted that if EMD document is not provided with bid submission then offer will be rejected straightway.

Exemption from EMD: 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 Udyog Aadhaar Memorandum (UAM) shall be exempted from payment of Bid Security/ EMD subject to submission/uploading of scan copy of the documentary evidence like valid Registration Certificate from Appropriate Govt. Authority.

Correspondence Address: The Deputy Chief Engineer, C&M, Department, DVC TOWER,3RD FLOOR,VIP ROAD,Kolkata-700054.

BID EVALUATION METHODOLOGY: Bid evaluation will be done Summery Wise including GST as applicable. Reverse auction will be done after the opening of the Price bid and on the total L1 price including GST as applicable.

LD CLAUSE AND RISK PURCHASE CLAUSE

DVC reserves the right to recover a sum equivalent to 0.5% of the delayed work for each week of delay or part thereof subject to maximum of 10% of the total value of the order as Liquidated Damage due to delay in completion of work attributable to the contractor. (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.

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.

PERIOD OF CONTRACT

475 days from the date of commencement of work.

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/cms-web/general_conditions_Contract". If any contradiction arises between the conditions mentioned herein and those in DVC GCC the former shall prevail.

INTEGRITY PACT:

DVC shall be entering into an Integrity Pact with the bidders as per format enclosed with the BID. The proforma has to be resubmitted 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. All pages of the integrity Pact to be signed by the bidder's "authorized signatory who signs the bid". In other words, entering into this Pact would be a preliminary qualification". The scanned copy of Integrity pact duly signed with company seal shall have to be uploaded during BID submission (To be furnished with BID documents). The bidder must also ensure that Hard copy of the Integrity pact duly signed by authorized signatory is submitted within due date & time of BID submission. Any bid not accompanied by Integrity Pact proforma duly signed by the bidder shall be rejected straightaway.

SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE:

(a) To ensure due performance of the contract, the Supplier/Contractor/Service provider receiving the LOA/PO/Work Order is required to furnish performance security at the rate 3% of ordered value, in the prescribed form within 21 days after issuance of LOA for Works Contract or 14 days after issuance of PO/LOA for Goods/Services Contract.

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

(c) Submission of Performance Security is not necessary for a contract value up to Rupees 1(one) lakh.

(d) Performance security 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.

(e) The earnest money / EMD, wherever applicable, instead of being released may form part of the security deposit.

(f) Performance security 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.

(g) In case the contractor fails to submit the performance security within 30 days of the date of issuance of LOA/PO/Work Order, DVC may forfeit the bid security (wherever applicable) and shall short close the Contract and retender and in this retender such defaulting bidder will not be allowed to participate.

(h) In exceptional cases, where in place of a bid security, DVC asked the bidders to sign a bid security declaration accepting that if they are awarded the contract and they fail to submit the performance security within 30 days of the date of issuance of LOA/PO/Work Order, they will be suspended up to 2 years from being eligible to submit Bids/Proposals for contracts with DVC. The contract shall be short closed and retendered.

(i) Performance security should be refunded to the contractor without interest after duly performs and completes all obligations under the contract.

(j) The performance security will be forfeited and credited to DVCs account in the event of a breach of contract by the contractor /supplier/Service provider.

Note for procurement of Consultancy & Other Services:

If the Service Provider fail to submit a performance security before the deadline in the Tender document, they will be suspended for the period of time specified in the Tender Document (maximum up to 2 years) from being eligible to submit Bids/Proposals for contracts with DVC.

The confirmation of Bank Guarantee shall be issued on the SFMS (Structured Financial Messaging System) mode by Issuing Bank to our bank as mentioned above.

AGREEMENT FOR CONTRACT:

(a) On receipt of Work Order (applicable for contract value of Rs.250000/- or more), the vendor must submit contract agreement (Format provided in ATC) in non-judicial stamp paper of Rs.100/- (One Hundred Rupees) or more value duly filled in all respect to the order issuing authority/ C&M Section within 14 days from the date of issuance of LOA/PO/Work Order in case of OTE and 28 days in case of GTE. The said agreement will be duly signed by both authorized representative of DVC (Signing authority as per DFP) and authorized representative of vendor/contractor. (b) Non-execution of Contract Agreement by the Supplier/Contractor/Service Provider within 30 days from the date of issue of LOA/PO/Work Order, will constitute sufficient ground for forfeiture of its EMD (wherever applicable) and shall short close the Contract and retender and in this

s 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 a period up to 2 years from being eligible to submit Bids/ Proposals for contracts with DVC. The Contract shall be short closed and retendered.

CANCELLATION/SHORT CLOSURE:

The Owner (DVC) may terminate/short close the contract, by not less than 30 days' written notice to the bidder, to be given after occurrence 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/ Contractor 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/ Contractor become bankrupt or go into liquidation.
- c) If as a result of Force Majeure, the Bidder is unable to supply a material/ execute a job 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. DVC reserves the right not to issue tender documents to any intending bidders with whom DVC has stopped entering into business by virtue of policy decision.

COMPLIANCE OF RULES & REGULATIONS:

(a) The Contractor shall be responsible for compliance of following prevailing acts: Factory Act, Minimum Wages Act, Payment of Wages Act, Bonus Act, Contract Labour Act as prevalent time to time. (b) The Contractor shall obtain necessary certificate, as may be required from Govt. Labour Officer and shall ensure that all legal formalities of the prevalent Contract Labour (R&A) Act have been completed. (c) The Staff engaged by the Contractor should not be under addiction of drug / liquor while on duty. It would be obligatory on the part of the Contractor to remove any such worker /workers from the job whose action or conduct in the opinion of DVC management is detrimental to the interest of the Corporation. (d) No child labour shall be engaged for the work by the Contractor as per statutory rule of Govt. of India. (e) The contractor shall abide by the legal provision with regard to health, Welfare & safety of workers engaged by him as per factory act and rules. The contractor shall also be responsible for medical care of personnel engaged. (f) The contractor shall have to follow all safety rules at the time of execution of work. All safety equipment as required during execution of the contract shall be supplied by the contractor to the workmen without any extra cost to DVC.

PAYMENT TERMS

Terms of payment shall be as follows from I to VIII:

- I. Seven point Five (7.5%) of Total Lump sum compensation shall be paid on submission of draft FR.
- II. Seven point Five (7.5%) of Total Lump sum compensation shall be paid on submission of final FR.
- III. Ten (10%) of Total Lump sum compensation shall be paid on submission of draft DPR.
- IV. Five (5%) of Total Lump sum compensation shall be paid on submission of final DPR.
- V. Twenty (20%) of Total Lump sum compensation shall be paid on submission of the draft technical bid document (technical specification, QR and cost estimate) of all packages.
- VI. Ten (10%) of Total Lump sum compensation shall be paid on submission of the final technical bid document (technical specification, QR and cost estimate) of all packages.
- VII. Thirty (30%) of Total Lump sum compensation shall be paid on submission of the techno commercial bid evaluation report of all packages.
- VIII. Ten (10%) of Total Lump sum compensation shall be paid after completion of award recommendation.

Verification of Documents:

Bidders must have to submit all the Hard Copy documents (enclosed Annexures, Letter of Bid, Affidavit, DSC Holder Certificate, Undertaking & Bankers details) before or on due date of opening of Techno- Commercial Bid. Scanned copies of all the required documents for meeting the qualifying criteria of the tender along with the bid documents shall have to be uploaded in portal during submission of bid online for techno-commercial evaluation & compliance thereof. Tenders will be processed on the basis of scan copy of the documents submitted by the bidders.

DETAILS OF OUR BANKER:

Account No : 0082250010682

Account Name : DAMODAR VALLEY CORPORATION

Account Type : CASH CREDIT

Branch Code : 008220

Address : P-41 CIT ROAD,SCHEME VII M,KANKURGACHI ,KOLKATA 700054

Phone No : 033-23550160/23558852

Branch IFSC : PUNB0008220

MICR Code : 700024261

SWIFT Code : PUNBINBCCCH

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. Offers should invariably be kept open for acceptance for 180 days from the date of opening of the tender.

SETTLEMENT OF DISPUTES & ARBITRATION:

Any dispute(s) or difference(s) arising out of or in connection with the contract shall, to the extent possible, be settled amicably between the owner and supplier. In the event of any dispute or difference whatsoever arising under the contract or in connection therewith including any question relating to existence, meaning and interpretation of the contract or any alleged breach thereof, the same shall be referred to the Chairman of Damodar Valley Corporation, Kolkata-54 or to a person nominated by him for arbitration. The Arbitration shall be conducted in accordance with the provisions of arbitration and conciliation law 1996 or latest and the decision/ judgment of Arbitrator/Arbitrators shall be final and binding on both the parties. However, in case the contractor is a Central Public Sector Enterprise/ Govt. Department, the dispute arising between the 'Owner' and the 'Contractor' shall be settled through Permanent Arbitration Machinery (PAM) of the Department of Public Enterprise, Govt. of India as per prevailing rules. All suits arising out of this enquiry and subsequent purchase order/contract, if any, are subject jurisdiction of Court in the City of Kolkata {South 24- Parganas, New Alipore Court (India)} only and no other Court, when resolution/settlement through mutual discussion and arbitration fails.

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

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

---Thank You/धन्यवाद---