



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/4689958
Dated/दिनांक : 05-03-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	02-04-2024 10:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	02-04-2024 10:30:00
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 - Rate Contract for Thermal Insulation of Piping Headers Equipments Ducts HFO line Atomizing steam line etc of Boiler and Auxiliaries Turbine and auxiliaries excluding spray insulation AHP of KTPS Unit 1 and 2 for two years
Contract Period/अनुबंध अवधि	2 Year(s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC), Additional Doc 1 (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	7 Days

Bid Details/बिड विवरण

Estimated Bid Value/अनुमानित बिड मूल्य	2656720
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	PUNJAB NATIONAL BANK
EMD Amount/ईएमडी राशि	26567

ePBG Detail/ईपीबीजी विवरण

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

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित 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 :

DAMODAR VALLEY CORPORATION

Damodar Valley Corporation, Contracts and Materials, Damodar Valley Corporation, Ministry of Power (Damodar Valley Corporation)

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. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

3. 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.

[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.

4. 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.

5. 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

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

TECHNO COMMERCIAL SCHEDULE - [1709116124.xlsx](#)

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Scope of Work:[1709116160.pdf](#)

Service Level Agreement (SLA):[1709116169.pdf](#)

Payment Terms:[1709116179.pdf](#)

GEM Availability Report (GAR):[1709116202.pdf](#)

Penalties:[1709116186.pdf](#)

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
12-03-2024 11:00:00	OFFICE OF THE SUPERINTENDING ENGINEER (CMM), DAMODAR VALLEY CORPORATION, DVC HEAD QUARTER, DVC Towers, V.I.P. Road, Kolkata, WB, PIN-700054

Custom Bid For Services - Rate Contract For Thermal Insulation Of Piping Headers EquipmentsDucts HFO Line Atomizing Steam Line Etc Of Boiler And Auxiliaries Turbine And Auxiliaries Excluding Spray Insulation AHP Of KTPS Unit 1 And 2 For Two Years (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Rate Contract for Thermal Insulation of Piping Headers EquipmentsDucts HFO line Atomizing steam line etc of Boiler and Auxiliaries Turbine and auxiliaries excluding spray insulation AHP of KTPS Unit 1 and 2 for two years
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

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

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

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

SUB: Rate Contract for Thermal Insulation of Piping, Headers & Equipment's/Ducts, HFO line, Atomizing steam line etc. of Boiler and Auxiliaries, Turbine and auxiliaries (excludi

ng spray insulation) & AHP of KTPS Unit #1 &2 for two years.

(I) QUALIFYING REQUIREMENTS:

The bidder should meet the qualifying requirements stipulated herein as under :

A. Qualifying Requirements on Technical Capability:

1. The bidder should have experience of having successfully executed works of thermal insulation of Piping / Headers / Equipment / Ducts of Boiler & Aux / Coal mill / Turbine aux. / Turbine in utilities like DVC/NTPC/SEBs/Govt. PSU/other reputed power sectors/process plants under any Insulation Contract or Annual Maintenance Contract or Annual Rate Contract or Erection & Commissioning or Overhauling or Composite Contract, in which insulation works are covered during last 07 (seven) years ending last day of month previous to the one in which offers are invited.
2. The bidder should have experience of having completed similar work 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 40% of the annual average estimated cost (i.e. Rs.5,31,344) without GST.
 - OR**
 - (b) Two similar completed works each costing not less than the amount equal to 50% of the annual average estimated cost (i.e. Rs.6,64,180) without GST.
 - OR**
 - (c) One similar completed works costing not less than the amount equal to 80% of the annual average estimated cost. (i.e. Rs.10,62,688) without GST.

Completed Work means: The executed/completed portion of work order/AMC/RC, payment receipt documents with reference to WO No and date of execution certificate with executed value and referred order no. be also considered as proof of execution even if the work has not been completed in totality (subject to furnishing proof of executed value of the work in the form of certified copies of RA bills) or any relevant documents, which is sufficient to proof of works completed or to be completed.

Similar Work means: Thermal Insulation Works of Piping/Headers/Equipment/Ducts of Boiler & Aux/ Coal mill / Turbine aux. / Turbine in utilities like DVC/NTPC/SEBs/ Govt. PSU/other reputed power sectors/process plants under any Insulation Contract or Annual Maintenance Contract or Annual Rate Contract or Erection & Commissioning or Overhauling or Composite Contract, in which insulation works are covered.

Note: In case of composite work order consisting of similar work, the total executed value of work order shall be considered for evaluation.

B. Qualifying Requirements on Financial Capability:

Average annual financial turnover during last 03 financial years ending on 31st March 2023 should not be less than Rs. 3,98,508/- only (30% of the estimated cost i.e Rs. 13,28,360/-). Average annual turnover will be determined taking into consideration turnover for last three financial years ending 31st March 2023. Other income shall not be considered for arriving at annual turnover.

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

In case where audited reports for the preceding financial year are not available, certification of financial statement with UDIN from a practicing chartered accountant shall also be considered acceptable.

C. OTHER CREDENTIALS

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

The turn-over and past experiences conditions 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 Turnover /Past performance / 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 Registration Certificate, GSTN, NSIC, Certifying Agencies such as BIS, BEE etc.

- (i) Exemption in respect of "Past experience conditions" means exemption for Clause A (2) only of Qualifying Requirements on Technical Credentials.
 - (ii) Exemption in respect of "Turnover" means exemption for Clause B of Qualifying Requirements on Financial Credentials.
2. Requirement to meet eligibility criteria for Start-up/MSE Vendor
- (i) Meeting quality and technical specification means having documents like copy of UDYAM Registration Certificate / NSIC / other statutory documents etc with job description in line with "similar supply" defined under Qualifying Requirements on Technical Credentials and submission of the same. Document in support of "similar works" to be furnished.
3. Relaxation in eligibility criteria for start-up / MSE shall be applicable as stated above at C (1) (i) & (ii) only. Any other clause for relaxation in eligibility criteria mentioned elsewhere in the NIT shall not be considered.

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NOTE FOR QR DOCUMENTS:

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So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents shall be asked for and considered. However, **no new supply/work order shall be considered to qualify the bidder.**

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(II) EARNEST MONEY

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1. Earnest Money shall be deposited in any of the following mode:

a) Earnest Money can be submitted in the form of Bank Guarantee 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. Bank Guarantee shall be issued from a Bank as specified in GeM Portal. **The format of the bank guarantee shall be as per given in GeM portal.**

Bid security should remain valid as per GeM rules.

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

Details of advising bank: PUNJAB NATIONAL BANK, New Manicktala, Kolkata branch, Koderma. Account No.: 82250010682, IFSC Code: PUNB0008220.

b) Pay Order or Demand Draft in favour of 'Damodar Valley Corporation, Kolkata' payable at PUNJAB NATIONAL BANK Manicktala, Kolkata, IFSC Code: PUNB0008220 (in case of submission in these modes, the processing charges may be kept in mind, so that EMD amount payable to DVC is exactly as mentioned in this NIT).

c) No Bank Guarantee shall be accepted for EMD amount upto 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.

d) 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.

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

f) Note: - The Bank Guarantee to be prepared on non-judicial stamp paper of appropriate value which vary from state to state and time to time. As such no rate has been prescribed. It has to be verified from the bank.

2) 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.

3. 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.

4. 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 the Tender documents free of cost & Bid Security/ EMD subject to submission/uploading of scan copy of the documentary evidence like valid Registration Certificate from Appropriate Govt. Authority.

In case the Bidder is a Joint Venture / Consortium, "all the members of Joint Venture / Consortium" or Page 6 of 43 "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.

5. Note: If Hard Copy of EMD document (if applicable) is not received to the office of SUPERINTENDING ENGINEER (CMM), DAMODAR VALLEY CORPORATION, DVC HEAD QUARTER

DVC Towers, V.I.P. Road, Kolkata, WB, PIN-700054 before the bid opening of tender, the bid will be outrightly rejected and the offer will be treated as unresponsive.

6. MAIN WORK DETAILS

Sl. No.	Task Code	Description of Work	Frequency/Quantity	UOM	Completion Period (In Years)
1	Thermal insulation KTPS	Thermal insulation of piping, headers, equipments, ducts, HF O line, atomising steam line etc of boiler &aux, coal mill & aux, turbine &aux and AHP of U#1&2, KTPS.	4400	Sqm	02

(III) TECHNO-COMMERCIAL TERMS AND CONDITIONS

1. PRICE BASIS

Rate shall remain VARIABLE throughout the contract period.

2. PRICE BID DISCLOSURE

If any price component related to subject NIT in full or in part is exposed and found with its technical offers, the offer shall out rightly be rejected and will not be considered further.

3. BID EVALUATION PROCEDURE

Bid evaluation will be done Summery Wise.

High/Low in Bidder's total quoted price after Reverse e-auction in respect of Total Estimated Bid Value shall be distributed in equal ratio on each task.

4. Bidder's total quoted price must be inclusive of GST (present applicable@18%) and other charges.

5. PAYMENT TERMS FOR MAIN WORKS

Payment Terms Description	Task Description
95% payment against RA bill with GST at actual after statutory deduction will be made within 15 working days through A/C payee Cheque/RTGS on successful execution of work and certification by the Engineer-in-Charge.	For All Tasks

Balance 05% with GST at actual will be retained as security deposit & will be released after expiry of the contract period.	For All Tasks
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6. PERIOD OF CONTRACT

Two (02) years from the date of commencement of work.

7. 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.

8. OFFER VALIDITY

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

9. Other Terms and conditions which are not specifically mentioned in the Terms and conditions of the NIT shall be guided by **DVC's GCC (attached at hyperlink given in clause no: 2 i.e. Buyer uploaded AT C document under "Buyer Added Bid Specific Additional Terms and Conditions")** as per applicability.

10. FORCE MAJEURE

It will be guided as per Clause No. 16 of GCC.

11. Liquidated Damages

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

12. RISK PURCHASE CLAUSE

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

a. After the expiry of the specified date of delivery/ completion period, a notice should be given to the vendor for delivering the material/ completion the work immediately.

b. If the 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/ W& P Manual (GCC) after receipt of the letter, the same shall be outsourced /executed from other sources at the risk and cost of the vendor. Such letter is to be issued with approval of TAA. However, in case TAA is Board or Chairman, approval of concerned member followed by concurrence of Member Finance shall be obtained.

c. 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.

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

e. For the purpose of recovery of the amount, unpaid amount / security deposit / SD by way of BG, provided 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.

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

g. In case the amount is considerable, legal action may be considered by TAA. However, in case, TAA in Board or Chairman, approval of concerned member followed by concurrence of Member Finance shall be obtained.

h. Alternatively, the Purchaser may short close the Order stating the reason for not resorting to risk purchase clause in case of exigency with approval of TAA. However, in case TAA is Board or Chairman, approval of concerned member followed by concurrence of Member Finance shall be obtained.

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

13. CANCELLATION/ SHORT CLOSURE

It will be guided as per Clause No. 17 of GCC.

14. SCOPE OF WORK

As per attachment.

15. SAFETY CLAUSE

Attached with Scope of Work.

16. QAP

Attached with Scope of Work.

17. PERFORMANCE GUARANTEE/DEFECT LIABILITY

As per scope of work.

18. SUBLETTING OF CONTRACT

The Firm shall not sublet either whole or any portion of the work to any third Firm.

19. SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE (SL)

You will have to furnish Security Deposit for an amount of **3%** of ordered value (GEM Contract). No Security Deposit-cum-Performance Guarantee is required for contract value up to Rs.1 (One) lac. Security deposit is to be furnished in the form of account payee demand draft or bank guarantee (including e-bank guarantee) issued/confirmed from any of the commercial bank in India.

The successful tenderer will have to deposit as security, for satisfactory execution of the order, and for guaranteed performance of the supplied item/executed works or services for an amount equivalent to **3%** of the ordered value in the form of account payee demand draft or Bank Guarantee (as per format given in GEM portal) **within 21 days** from the date of issuance of Supply / Work Order, from any Nationalised / Scheduled Bank and it should have **validity for 32 months** from the date of execution of BG. The said BG should be extended suitably covering the entire warranty period after dispatch of materials.

Performance security should be for an amount of three (3) percent of the value of the GeM contract in the form of account payee demand draft or Bank Guarantee (as per GeM format).

Note: The Bank Guarantee shall be issued on the SFMS (Structured Financial Messaging System) mode by issuing Bank. Details of advising bank: PUNJAB NATIONAL BANK, New Manicktala, Kolkata branch, Koderma. Account No.: 82250010682, IFSC Code: PUNB0008220.

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 retender 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.

Performance Security should be refunded to the contractor without interest, after he duly performs and completes all obligations under the contract but not later than a specified date ["365 days for Works Contract" or "60 days for Goods/Services Contract"] of completion of the Defect Liability Period (DLP)/ warranty period, as applicable. Before final payment or before release of the performance bank guarantee, a 'No Claim Certificate' must be submitted by the Supplier/Contractor/ Service Provider to prevent future claims. Also, an acknowledgement should be provided by the contractor after release of bank guarantee.

20. VERIFICATION OF EMD & OTHER DOCUMENTS:

(i) If Hard Copy of EMD documents (if applicable) are not received to the office of SUPERINTENDING ENGINEER (CMM), DAMODAR VALLEY CORPORATION, DVC HEAD QUARTER, DVC Towers, V.I.P. Road, Kolkata, WB, PIN-700054 before the bid opening of tender, the bid will be outrightly rejected and the offer will be treated as unresponsive.

(ii) Envelope with EMD will be opened on the due date and contents of the envelope will be prima facie checked.

(iii) If the prescribed instruments are not found in envelope in line with the NIT requirement, then the offer will be outrightly rejected.

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

(v) The bidders shall have to upload scan copies of all documents at the time of bid submission, 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 the 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.

(vi). 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.

21. 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 agreement is executed. The said agreement will be duly signed by the authorised representative of DVC and authorised 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 bidder's 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 re-tender and in this re-tender such defaulting bidder will not be allowed to participate.

22. COMPLIANCE OF EPF & ESI PROVISION

Compliance of EPF & ESI scheme for the workers engaged by the Contractor shall be applicable as per rules. EPF & ESI provision shall have to be made by the contractor. Provident Fund Registration details with names of staffs & code Nos. must be submitted to the competent authority of DVC.

23. PAYMENT OF WORKERS BY THE CONTRACTOR

a) Contractor is required to pay all the statutory components of Central wages (i.e. Basic, VDA, PF, ESI, Bonus, Retrenchment Benefit, Annual Leave Payment) as well as non-statutory components of wages [i.e. Holiday payment, Allowances @1000/26, etc. to their Workers/Supervisors engaged for execution of the said Work Orders/Contracts. It will be solely the contractor's liability under the contract to ensure timely payment to the workers considering all these components as applicable at his own cost.

Payment to the workers engaged by the contractor should be made within 7th day of the following month.

24. TERMINATION

It will be guided as per clause no. 24 of Optional terms & condition of Contract of GCC.

25. UPWARD VARIATION IN TAXES AND DUTIES BEYOND SCHEDULED CONTRACT PERIOD

Any upward variation in taxes and duties beyond scheduled contract period will be borne by you. However, any decrease in this respect will have to be passed on to DVC.

26. TERMS AND CONDITIONS:

Attached with Scope of Work.

27. PRICE VARIATION CLAUSE (PVC) FOR LABOUR COST

Different components of PVC clause are as follows:

	Particulars	Calculation
W	Additional amount payable / receivable under PVC clause	$W = W1 - W0$
W1	Adjusted/Updated Contract price for making payment	$W1 = W0 * (F + (Lb * L1 / L0))$

W0	Base Contract price as per the work Order/Contract	
F	Fixed portion of the contract	0.20
Lb	Variable portion of the contract	0.80
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	Note: For applicable wage components, Refer to point-25 of terms and conditions of the scope of work.
L1	Central Minimum Wages [(Including all components except Night Duty Allowance (wherever applicable)] for unskilled labour as per the month of execution of job	

- For calculation of increase / decrease (W) – minimum central wage (L1, L0) for unskilled labours is to be considered as per Circular of DVC HR and L1/L0 to be calculated for unskilled labours separately on each occasion. L1/L0 so calculated to be considered in PV formula.
- Price Adjustment under PV clause shall be both ways i.e. +ve or -Ve.

28. PENALTY CLAUSE:

Attached with Scope of Work.

29. SPECIAL INSTRUCTION TO BIDDERS

a. The following documents are duly self-attested by the bidder, is to be enclosed/uploaded along with the offer:

(i) PAN card (ii) GST registration certificate & (iii) Bank Account Detail as per the given format.

b. Mention the SAC Code of all the tasks and also mention the applicable GST rate at present against each task.

c. Quotation received after due date may not be considered. If you submit more than one offer against the GeM Bid within the due date, the latest offer received against the NIT at this office may only be taken into consideration. Unsolicited offers will not be considered.

d. Please furnish your e-mail, Fax No., and name of the contact person with his contact no. who may be contacted for queries related to the subject procurement.

e. All Terms & Condition will be deemed to have been accepted by you if you quote the rate and nothing mentioned in your offer.

f. If there is any discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, unit price shall prevail and total price will be corrected accordingly.

g. In sending your quotation you will be deemed to have read, understood and accept the tender and conditions stated in the Enquiry.

30. LAWS

The contractors have to comply all the following law, if applicable.

- a. Contractor should have to abide by all statutory acts and Laws and Regulations of respective Government.
- b. Contractor shall be responsible for compliance of all statutory obligations Under Factories Act. 1948. Contract Labour Act, Bonus act, Minimum wages Act, payment of Wages Act and also be responsible for payment of employees contribution under EPF etc. The contractor is to comply the ESI act as applicable.
- c. Contractor has to obtain Labour licence from statutory body i.e. concerned office of the Regional Labour Commissioner (central) as applicable.
- d. Contractor has to obtain Labour licence from Govt. Licence authority Under contract Labour Regulation and Abolition Act and the copy of the same will have to be produced.
- e. The workers deployed by contractor will be bound by regulation of Factories Act 1948. Minor and women labours shall not be engaged in this job.
- f. Xerox copies of the documents showing deposit of EPF amount to the EPF Department of Govt. Should be submitted to the controlling officer and personnel department.

31. THE BIDDER SHALL HAVE TO COMPLY WITH THE FOLLOWING

(i) Status of organization (i.e. Company Registration Certificate/Memorandum and Article of Association/Partnership Deed/sole-proprietorship as the case may be) with documentary evidence.

(ii) Valid PAN & GST Registration certificate.

(iii) MSME certificate/ NSIC Registration certificate from appropriate government authority (as applicable).

(iv) Valid EPF & ESI Registration Certificate.

(v) The bidder must have Valid Labour License/Undertaking to submit Labour License from Regional Labour Commissioner (Central) in case of award of contract.

(vi) Certificate of no-relation in DVC (in original by the signatory of the bid).

The bidder has to produce above documents (original / self-authenticated and attested by Public Notary) for verification by DVC authority within a stipulated time frame from the date of intimation.

32. CONTRACTOR PERFORMANCE EVALUATION CLAUSE

Contractors have to support in generating contractor performance evaluation sheet. No bill will be passed before submission of contractor performance evaluation report (format attached with Scope of Work).

33. SETTLEMENT OF DISPUTES AND ARBITRATION

It will be guided as per Clause No. 33 of GCC and Clause No. 20 of optional terms & conditions of contract of GCC.

34. During bid evaluation the Employer may, at its discretion, ask the Bidder for a clarification on its bid. The request for clarification and the response there to shall be through e-mail/ GeM portal only, and no change in the price or substance of the bid shall be sought, offered or permitted.

35. Notwithstanding anything stated above, the Employer reserves the right to assess the capabilities and capacity of the Bidder to perform the contract at any stage during the entire bid evaluation period and prior to award of Contract, should the circumstances warrant such assessment in the overall interest of the Employer.

36. In case where the business firm happens to have been banned/suspended by any establishment of DVC / Ministry of Power- Govt. of India / Department of Power & Non-conventional Energy Sources- Govt. of West Bengal / Department of Power & Non-conventional Energy Sources Govt. of Jharkhand and the ban / suspension is still in force on the date of bid opening, the offer of

the business firm / authorised agent/ distributor / dealer / affiliates shall not be considered for all establish

ments of DVC and in such case no bidder / intending bidder shall have any claim arising out of such action.

37. In case, the performance of a bidder in any contract of DVC is found to be unsatisfactory during last 2 years, they shall not be considered for this tender.

38. BILL TRACKING SYSTEM

It has been advised that all the bill/invoice related to P.O/W.O. must be proceed through DVC portal with following link <https://application.dov.gov.in/vendor/detailed> guidelines related to vendor registration & processing of bill for vendor bill tracking are available in the DVC portal under PROCUREMENT.

39. SFMS (Structured Financial Messaging System)

(i) Bank Guarantee for Security Deposit-cum-Performance Guarantee, Earnest Money shall be issued on the SFMS (Structured Financial Messaging System) mode by issuing Bank.

(ii) **Details of advising bank: PUNJAB NATIONAL BANK, New Manicktala, Kolkata branch, Koderma. Account No.: 82250010682, IFSC Code: PUNB0008220.**

40. NOTE: The terms and conditions mentioned in ATC & Scope of work in attachment shall prevail over GeM Bid Report if there is any contradiction.

41. COMMUNICATION/ CONTACT NO

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

(i) Mr. Ashok Kumar Singh, Sr. Manager (E), CMM, HQ, DVC, Mob: 6203553883, email: ashoksingh@dvc.gov.in

(ii) Mr. Dipak Kumar, Sr. Manager (M), Boiler & Coal Mill Maint, KTPS, DVC, Koderma, Mob: 7872622830, email: dipak.kumar1@dvc.gov.in.

(iii) Mr. Sudipta Kander, Sr. Manager (M), FQA, KTPS, DVC, Koderma, Mob: 9434745952, email: sudipta.kander@dvc.gov.in

(iv) Mr. Amulya Ratna Rout, Manager (M), C&M, KTPS, DVC, Koderma, Mob: 9679100691, email: amulya.rout@dvc.gov.in

For bill/payment related queries, if any, the bidders may contact the following personnel:

(i) Mr. Sunil Kumar Sinha, Sr. Manager (Fin), DVC, KTPS, Mob: 9431105148, e-mail: sunil.sinha@dvc.gov.in

INSTRUCTION TO BIDDERS (ITB)

1. 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 bidder and the scanned copy of the same will be uploaded during bid submission.

2. 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 the bidder and the scanned copy of the same will be uploaded during bid submission.

3. 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.

4. 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).

5. Certificate: Bidders are requested to download the format of Certificate from hyperlink given in clause no: 2 i.e. Buyer uploaded ATC document under "Buyer Added Bid Specific Additional Terms and Conditions" and print/ type on their letter head as per prescribed format. This document will be signed by the bidder and the scanned copy of the same will be uploaded on GeM Portal during bid submission.

6. The bidders are requested to download the format of Power of Attorney (ANNEXURE-J), 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 [Bidder's letter head], Certificate of no-relation in DVC and Declaration [Whether the Bidder is presently debarred / banned] from hyperlink given in clause no: 2 i.e. Buyer uploaded ATC document under "Buyer Added Bid Specific Additional Terms and Conditions" and fill as per given instruction and upload the same in website (GeM) in .pdf file (No price part should be mentioned in this document).

7. The bidder is also requested to upload scanned copies in .pdf file of relevant documents as per NIT e.g. GST Registration Certificate, "MSME/NSIC Certificate/UDYAM REGISTRATION CERTIFICATE (as applicable), Latest P.O./W.O. copy etc.

8. Estimated Bid Value is excluding GST.

2. 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.
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---