



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2023/B/3702129  
Dated/दिनांक : 20-07-2023

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	17-08-2023 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	17-08-2023 15:30:00
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 - Comprehensive Medical checkup for a period of TWO year in respect of all employees including contract workers engaged in all Thermal Power Stations and System Group TD of DVC in West Bengal Jharkhand
Contract Period/अनुबंध अवधि	2 Year(s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
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	Experience Criteria,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
Estimated Bid Value/अनुमानित बिड मूल्य	16912800

**Bid Details/बिड विवरण****Evaluation Method/मूल्यांकन पद्धति**

Total value wise evaluation

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक

PUNJAB NATIONAL BANK

EMD Amount/ईएमडी राशि

338256

**ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक

PUNJAB NATIONAL BANK

ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)

10.00

Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).

26

(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 दस्तावेज 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 :**

Contracts &amp; Materials

Details of respective advising banks including IFSC Code is given below: Bank Name: PUNJAB NATIONAL BANK, Branch Name: Manicktala, Kolkata - 7000054, Account No.: "0082250010682" IFSC Code: PUNB0008220 ('0' Stands for zero).

(Damodar Valley Corporation)

**Splitting/विभाजन**

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

**MII Compliance/एमआईआई अनुपालन**

MII Compliance/एमआईआई अनुपालन

Yes

**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता

Yes

1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band 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.
3. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
  1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
  2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
  3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.
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**

**Pre Qualification Criteria ( PQC ) etc if any required:**[1689584388.pdf](https://www.mca.gov.in/contracts/1689584388.pdf)

**Scope of Work:**[1689577377.pdf](https://www.mca.gov.in/contracts/1689577377.pdf)

**Service Level Agreement (SLA):**[1689577393.pdf](https://www.mca.gov.in/contracts/1689577393.pdf)

**Payment Terms:**[1689835223.pdf](https://www.mca.gov.in/contracts/1689835223.pdf)

**GEM Availability Report ( GAR):**[1689577439.pdf](https://www.mca.gov.in/contracts/1689577439.pdf)

**Special Terms and Conditions (STC) of the Contract:**[1689599586.pdf](https://www.mca.gov.in/contracts/1689599586.pdf)

**Instruction To Bidder:**[1689835202.pdf](https://www.mca.gov.in/contracts/1689835202.pdf)

**Pre Bid Detail(s)**

Pre-Bid Date and Time	Pre-Bid Venue
01-08-2023 12:00:00	<a \"3cb99f74-e436-4453-a80e-4979d5609c9f\"="" \"cf94827a-bc3d-4b63-8feb-432960d2d81b\",="" \"oid\":="" href="https://teams.microsoft.com/l/meetup-join/19:meeting_N2JmNDNIYWMtMWUyNC00OTZhLWE5NjQtNGJmZGVlOGNkYjc1@thread.v2/0?context={\" tid\":="" }"="">https://teams.microsoft.com/l/meetup-join/19:meeting_N2JmNDNIYWMtMWUyNC00OTZhLWE5NjQtNGJmZGVlOGNkYjc1@thread.v2/0?context={\"Tid\": \"cf94827a-bc3d-4b63-8feb-432960d2d81b\", \"Oid\": \"3cb99f74-e436-4453-a80e-4979d5609c9f\" }</a>

**Custom Bid For Services - Comprehensive Medical Checkup For A Period Of TWO Year In Respect Of All Employees Including Contract Workers Engaged In All Thermal Power Stations And System Group TD Of DVC In West Bengal Jharkhand ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Comprehensive Medical checkup for a period of TWO year in respect of all employees including contract workers engaged in all Thermal Power Stations and System Group TD of DVC in West Bengal Jharkhand
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>Addon(s)/एडऑन</b>	

**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	KOUSIK BARAL	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. Buyer Added Bid Specific Scope Of Work(SOW)**File Attachment [Click here to view the file.](#)**2. Buyer Added Bid Specific SLA**File Attachment [Click here to view the file.](#)**3. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**(I) Notice Inviting Tender (NIT)**

Damodar Valley Corporation invites Electronic tenders **(Single Stage-Two Envelope One Part) Open tender followed by e-Reverse Auction** for the under mentioned works/Supply to be executed by the successful bidder. The tenders will be processed in on-line mode through Government e-Marketing (GeM) [URL: <https://gem.gov.in/>]

<b>GEM BID NO. &amp; Date</b>	<b>GEM/2023/B/3702129 Dated: 20-07-2023</b>
<b>Tendered Item/ NIT Description:</b>	<b>Comprehensive Medical check-up for a period of TWO year in respect of all employees including contract workers engaged in all Thermal Power Stations and System Group T&amp;D of DVC in West Bengal &amp; Jharkhand.</b>
<b>Total Estimated Value</b>	<b>Rs. 1,69,12,800.00 exclusive of GST</b>
<b>Tender downloading period</b>	<b>Up to 12:00 Hrs. of 17/08/2023.</b>
<b>Date of Pre Bid Conference</b>	<p><b>01.08.2023 at 12.00 Hrs.</b></p> <p><b>The bidder who wants to participate in the pre bid meeting shall intimate vide e-mail within 31.07.2023 by 5:00 pm.</b></p> <p>To join the meeting on , MS TEAM click this link:</p> <p><a href="https://teams.microsoft.com/join/19%3ameeting_N2ImNDNIYWMtMWUyNC00TZhLWE5NjQtNGlmZGVjOGNkYjc1%40thread.v2/0?context=%7b%22Tid%22%3a%22cf94827a-bc3d-4b63-8feb-432960d2d81b%22%2c%22Oid%22%3a%223cb99f74-e436-4453-a80e-4979d5609c9f%22%7d">https://teams.microsoft.com/join/19%3ameeting_N2ImNDNIYWMtMWUyNC00TZhLWE5NjQtNGlmZGVjOGNkYjc1%40thread.v2/0?context=%7b%22Tid%22%3a%22cf94827a-bc3d-4b63-8feb-432960d2d81b%22%2c%22Oid%22%3a%223cb99f74-e436-4453-a80e-4979d5609c9f%22%7d</a></p>
<b>Last date &amp; time for Bid submission (uploading)</b>	<b>Up to 12:00 Hrs. of 17.08.2023.</b>
<b>Opening Date &amp; time for Techno-Commercial Bids</b>	<b>17.08.2023 at 12.30 Hrs.</b>
<b>Date &amp; time of Opening of Price Bids</b>	At a date to be notified by DVC in due course.
<b>Date of e-Reverse bidding</b>	This will be notified by DVC in due course.
<b>Earnest Money Deposit (EMD) in INR</b>	<b>3,38,256/- (Rupees Three Lakhs Thirty Eight Thousands Two Hundred Fifty Six) only.</b>

**Envelope-I** (offline): Hard Copy Documents: Containing Documents in support of Bid Security, and Integrity Pact (Integrity pact should be signed & stamped at each page by signing authority -as per Power of attorney with witness signature & address)

Integrity pact should be submitted with EMD documents in hard copy at DVC Tower office before opening

f Bid. Without Integrity Pact & EMD documents the offer of bidder is liable for rejection.

**Exemption for submission of EMD Fee`:- As per GEM GTC EMD Exemption rules Vendors shall be exempted from the payment of EMD documents.**

**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.**

**Micro and Small Enterprises who are manufacturer of the Primary Product Category** or Service Provider of the Primary Service Category and give specific confirmation to this effect at the time of bid submission and whose credentials are validated online through Udyam Registration / Udyog Aadhaar (as validated by Government from time to time) and through uploaded supporting documents, **Such Sellers shall however, be exempted from furnishing Bid Security.**

**Envelope-II (online): Technical Bid** (Containing Techno-commercial sheet duly filled up by the bidder towards declaration in support of Qualifying Requirement as mentioned in the NIT & Declaration/ Information in support of Techno-commercial Bid as mentioned in the NIT and Scanned copies of Letter of Bid, Affidavit, Notarized Power of Attorney, declarations as per NIT & Scanned Copies of all required documents for meeting the Qualification Requirement and documents mentioned at Clause Buyer added bid specific ATC -Bid document- no. II)

Financial Bid **Online only** at GeM platform (Containing Financial bid)

**\*Bidders are requested to make the index corresponding to your submitted document as per above information regarding envelope & then submit your offer in GeM at different section as follows.**

Certificate (Requested in ATC): **Envelope-I (offline/online also):** Hard Copy of Bid Security (EMD), Integrity Pact, are need to upload in GeM.

Additional Doc 1 (Requested in ATC): **Envelope-II (online):** Declaration/ Information in support of Techno-commercial Bid as mentioned in the NIT and Scanned copies of Letter of Bid, Affidavit, Notarized Power of Attorney, Technical Specification Compliance Sheet

Additional Doc 2 (Requested in ATC): **Envelope-II (online):** - Containing declarations as per NIT & Scanned Copies of all required documents for meeting the Qualification Requirement (Technical & Financial) and documents mentioned at Clause Buyer added bid specific ATC -Bid document- no. II)

## **2.0 Correspondence:**

- a) In case of any difficulties faced regarding **scope of Supply/work** by the tenderer in submitting the tender within specified date and time, following officer may be contacted:-
  - i) **Sri D. Saha, Dy. CMO, Medical Department, 1<sup>st</sup> Floor, DVC Kolkata-700054.**

**(e-mail: [debasishsaha@dvc.gov.in](mailto:debasishsaha@dvc.gov.in)) Contact : 94345921822**

b) In case of any difficulties faced **regarding NIT terms & conditions** by the tenderer in submitting the tender within specified date and time, following two officers may be contacted:-

i) **Shri Kousik Baral, Sr. Manager (M), C&M deptt, DVC Towers, Kolkata -54. Mobile No. 8637361030; E-mail id: [kousik.baral@dvc.gov.in](mailto:kousik.baral@dvc.gov.in);**

ii) **Shri Sujata Kumari Singh, Manager (M), C&M deptt, 3rd Floor, DVC Towers, Kolkata-54. Mobile No. 9931632510; E-mail id : [sujata.singh@dvc.gov.in](mailto:sujata.singh@dvc.gov.in);**

c) All Corresponding Regarding Payment Queries: The Sr. Manager (Finance), W&A, DVC, Head Quarter, DVC Towers, VIP Road, Kolkata-700054”.

i) **Shri Dilip Kumar, Manger (Finance), Finance deptt, 3rd Floor, DVC Towers, Kolkata-54. Mobile No.7004844812; E-mail id : [dilipk.finance@dvc.gov.in](mailto:dilipk.finance@dvc.gov.in);**

**Address for communication:**

**Chief Materials Manager,  
C&M Department, 3rd<sup>th</sup> Floor,  
Damodar Valley Corporation,  
DVC Towers, VIP Road, Kolkata,  
West Bengal, Pin: 700054, India,**

**(II) Qualifying Requirement of the Bidders**

Qualification of the bidder will be based on meeting the minimum pass/fail criteria specified in Part-1 and Part-2 below regarding the bidder's technical experience and financial position as demonstrated by the bidder's responses in the corresponding bid schedules. The bidder shall also be required to furnish the information specified in Part-1 and Part-2 in their Bid. The bid can be submitted by an individual firm only, no joint venture company/ JV associate shall be considered for qualification of both Part-1 and Part-2

**I. Qualifying Requirements on Technical Capability (Part-1)**

Bidders have to furnish the documents against following paras (1) & (2) in support of their eligibility for participation in the tender towards subject rate contract.

1) The bidder must have experience of conducting the similar job in Government/ Public Sector Undertaking(PSU)/ other power plant on annual contract basis during the last 07 (seven) years ending last day of month previous to the one in which offers are invited.

2) Experience of having successfully completed similar works during last 07 (seven) years ending last day of month previous to the one in which offers are invited should be either of the following:

i) Three similar completed jobs each costing not less than the amount equal to Rs. 33,82,560.00.

OR

ii) Two similar completed jobs each costing not less than the amount equal to Rs. 42,28,200.00.

OR

iii) One similar completed jobs costing not less than the amount equal to Rs. 67,65,120.00.

Note:

- 1) **Similar job means:** The job related to Occupational Health Checkup in Government/ Public Sector Undertaking (PSU)/ other power plant.
- 2) **Completed jobs means:** The executed/completed/delivered portion of the work order or execution certificate with executed value and referred order number also be considered as a proof of execution/delivery, even if the works/services have not been completed in totality (subject to furnishing proof of executed/supplied value of works/services in the form of certified copies of RA Bills) or any relevant documents, which is sufficient to proof the works/services completed/delivered or to be completed.
- 3) **Occupational health checkup means:** Occupational health deals with all aspects of health and safety in the workplace and has a strong focus on primary prevention of hazards. The health of the workers has several determinants, including risk factors at the workplace leading to respiratory diseases, hearing loss, circulatory diseases, stress related disorders and communicable diseases and others.

## **II. Qualifying Requirements on Financial Capability (Part-2)**

- 1) Average annual financial turnover of the bidder during preceding 3 (three) financial years ending 31st March, 2023 should be at least 30% of the estimated cost of one year i.e. Rs. 25,36,920.00/- (Rupees Twenty five Lakh Thirty Six thousand Nine hundred Twenty) Only. Other income (shown in the audited results of the vendors) shall not be considered for arriving at annual turnover.
- 2) Bidders have to furnish the audited annual reports (balance sheets and profit & loss accounts) of the company for the last 03 (three) Financial years.  
In case where audited results for the preceding financial year are not available, certification of financial statements from a practicing Chartered Accountant shall also be considered acceptable.

## **III. Qualifying Requirement on Other Capability**

The bidder shall mean the registered individual firm, company or corporation registered in India. In support of the claim, the bidder should submit the following document (as per applicability)



- i) Company registration certificate in case of Limited/ Public limited company.
- ii) LLP deed in case of Limited Liability Partnership
- iii) Partnership deed in case of partnership company.
- iv) Affidavit duly notarized in case of sole proprietorship business.
- v) No joint venture is allowed for this job.

**IV. Relaxations in eligibility criteria**

Since the job is of critical nature, in line with OM No. HQ/ED(C&M)/MSE/127 DATED 12 /03/2019; no relaxation will be given to the start-up vendors/ MSE in terms of prior experience criteria and Annual Average Turnover (AAT).

**Note:**

- 1. All documents to be submitted/ uploaded shall be self-attested with company seal, except otherwise mentioned.
- 2. The Employer/ Owner (DVC) reserves the right to assess the capabilities and capacity of the Bidder(s)/its agency to perform the contract/work, should the circumstances warrant such assessment in the overall interest of work and / or Employer / Owner (DVC).

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**(III) Scope of Work**

**Scope of Works:**

- 1. Routine blood test: Hb%, TC, DC, ESR
- 2. ECG
- 3. Chest X-ray:
  - (i) Should be done by digital mobile X-Ray machine
  - (ii) Size of X-Ray film should be 8" x 10" (in Inch)
  - (iii) Output power of X-ray machine should be at least 300 mA
- 4. Sputum examination
- 5. Audiometry test
- 6. Pulmonary function test

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**Special Terms and Conditions:**

1. All pathological tests should be conducted by experienced/qualified lab technician and report should be signed by certified pathologist.
2. Chest X-ray should be conducted by qualified/experienced X-ray technician and report should be signed certified Radiologist. Duly signed reports are to be submitted to the concerned Medical Officer of DVC Hospital. However, to avoid unnecessary exposure of the human body to the radiation, it is recommended to conduct chest X-ray once in every two years for those employees who have less than 10 years of exposure in the field. After 10 years it should be done on yearly basis or earlier depending on the development and/or progression of the disease. The service provider must take care of this fact and accordingly chest X-ray should be done.
3. All tests are to be carried out at the respective locations of the power plants ON ANNUAL BASIS (twice in two years).
4. Our plants are located mostly at remote places in the state of Jharkhand and West Bengal.
5. Boarding and lodging should be provided at each station on chargeable basis subject to availability.
6. All the other associated cost is to be borne by the firm. All the necessary equipments required for subject tests shall be brought by the agency at their own cost and risk.
7. The entire testing for a power plant is to be completed within two months from the date of placement of order by the respective plant and the reports are to be submitted to the concerned Medical Officer of DVC within one month after the completion of test.
8. A schedule for conducting the tests must be made by the vendor on receipt of the WO in consultation with the Director Health Services, DVC, Kolkata so that each Power Plant is allotted a slot of two months per year to conduct the tests.
9. Validity of the Rate Contract: TWO (2) Year from the date of placement of rate contract. However, during execution of the contract if it is found that the job is not satisfactory then the contract will be terminated after one year of completion.
10. Engagement of sub-contractors will not be allowed for this job.

#### (IV) Terms & Conditions of Contract

##### **1.0 SPECIAL CONDITIONS OF CONTRACT- AS per ATC**

##### **2.0 PRICE BASIS: Rate shall remain FIRM throughout the contract period.**

##### **3.0 TAXES & DUTIES: Quoted rate shall be inclusive of all other taxes & duties (GST).**

**Bidder will be asked to submit the price break up [ Basic price, freight & GST (applicable %)] after conclusion of reverse auction. GST will be paid at actual as applicable.**

##### **4.0 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.

**5.0 BID EVALUATION PROCEDURE:** Bid evaluation will be done Summery Wise.

**6.0 Delivery Time:** As per GeM Bid document

**7.0 SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE —**

Within Fourteen (14) days from the date of issuance of Contract/Work Order/Purchase order, the successful Bidder shall furnish performance security for satisfactory execution of the order for an amount equivalent to 10% of the total Letter of Award (LOA)/ Work Order (WO)/Purchase Order value in the form of a bank payee demand draft/ bank guarantee issued/ confirmed from any of the Nationalised / Scheduled Bank as per the list provided in Annexure-1 or updated list issued by RBI, safeguarding DVC's interest in all respects.

If the Contractor fails to submit the performance security within 30 days of the date of issuance of LOA/PO/Work Order, DVC without prejudice to any other rights or remedies it may possess under the Contract, may forfeit the bid security (wherever applicable) and shall short close the Contract and retender and in this re-tender such defaulting Bidder will not be allowed to participate.

**In case of Performance Security in form of Bank Guarantee:**

In case of Performance Security in form of Bank Guarantee, the bidder may furnish an Unconditional Bank Guarantee as per format provided in GeM from an Nationalised / Scheduled Bank as per the list provided in Annexure-1 or updated list issued by RBI and it should remain valid for a period of 02 Months beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period (DLP)/ warranty period of three year. Therefore, the BG should remain valid for a period of 26 (Twenty Six) Months from the date of issuance of BG.

**Duration of e-PBG required (Months): 24 (Months) Completion period + 2 months = 26 Months**

The Bank Guarantee/ BG Extension shall be issued on the **SFMS (Structured Financial Messaging System)** mode by Issuing Bank to the advising banks (Details of advising banks including IFSC Code: PUNB0008220 ('0' Stands for zero) is given below):

Details of respective advising banks including IFSC Code is given below:

**For Head Quarter, Kolkata-**

**Bank Name:** PUNJAB NATIONAL BANK,

**Branch Name:** Manicktala, Kolkata - 7000054,

**Account No.:** "0082250010682"

**IFSC Code:** PUNB0008220 ('0' Stands for zero).

**However, in case of delay in completion, the validity & claim of this Bank Guarantee shall be extended by the period of such delay. During extension of**

he SDBG, the bidder may extend the original Bank Guarantee or may furnish new SDBG without considering the projects which have been completed and Guarantee/Warranty period along with claim period is also over.

**Note: Other terms & condition SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE as notwithstanding in tender document shall be as per GENERAL CONDITIONS OF CONTRACT (GCC) and Policy for withholding and Banning of Business Dealings of this NIT.**

**i) No payment, whatsoever will be made till the acceptance of SDBG as per the terms of the Contract.**

**ii) Notwithstanding the provisions specified, if a bidder after having been issued the Contract, either does not sign the Contract Agreement or does not submit an acceptable Performance Security, No payment, whatsoever will be made.**

#### **8.0 Liquidated Damage Clause- As per GeM GTC.**

**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.**

#### **9.0 SIGNING THE CONTRACT AGREEMENT: Contracts shall be executed as per format attached with tender after receipt and verification of the requisite performance security (wherever applicable). The said agreement will be duly signed by the authorized representative of DVC and authorized signatory of Supplier/Contractor/ Service Provider/Consultant.**

**Within 7 days from the date of issue of LOA/PO/Work Order, DVC will send the agreement to the Supplier/Contractor/ Service Provider/Consultant 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. 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).**

#### **10.0 Payment Terms: 90% payment shall be made, on actual basis on the number of test performed on each employee and after the validation of the report by the respective Medical officer in charge of Thermal Power plant, after statutory deduction from each bill. For the purpose, the vendors are required to submit pre-receipted bill in triplicate along with the medical reports. The payment will be done within 30 (Thirty) days of submission of bills. 10% payment shall be made after completion of contract period.**

**11.0 CONSIGNEE:** As per GeM Bid Document.

**12.0 PAYING AUTHORITY:** The Sr. Manager (Finance), W & A, DVC, Head Quarter, DVC Towers, VIP Road, Kolkata-700054.

However, invoice should be sent to the Chief Engineer, HR Department, HQ, Kolkata along with deduction, if applicable, checking & finally onwards transmission to Central Accounts Office, 4<sup>th</sup> Floor, Kolkata.

Please note that DVC West Bengal GSTIN & Jharkhand GSTIN are 19AABCD0541M1ZO & 20AABCD0541M1Z5 Respectively.

**13.0 TERMINATION OF CONTRACT:** As per clause no.24 of (under Optional terms and conditions of contract) of GCC.

**14.0 GOVERNING LAWS:** The Contract shall be governed and interpreted in accordance with laws in force in India. The Court in the City of Kolkata {South 24- Parganas, New Alipore Court (India) } only shall have exclusive jurisdiction in all matters arising under the contract.

**15.0 SETTLEMENT OF DISPUTES & ARBITRATION:**

Any dispute(s) or difference(s) arising out of this NIT & subsequent contract shall, to the extent possible, be settled amicably between DVC and the Power Trader.

In the event of any dispute or difference whatsoever arising under the NIT & subsequent 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 DVC and the contractor.

However, in case the Contractor will be a Central Public Sector Enterprise/ Govt. Department, the dispute arising between DVC 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 the NIT & subsequent 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.

**16.0 Public Procurement Policy with regards to Procurement from a Bidder of a Country which shares a land border with India.**

The bidders shall be required to comply the Public Procurement Policy with regards to Procurement from a Bidder of a Country which shares a land border with India, notified by the Public Procurement Division, Department of Expenditure, MoF, GOI vide OM F.No.6/18/2019-PPD dated 23/07/2020, Order (Public Procurement No. 1) F.No.6/18/2019-PPD dated 23/07/2020, Order (Public Procurement No. 2) F.No.6/18/2019-PPD dated 23/07/2020, Order (Public Procurement No. 3) F.No.6/18/2019-PPD dated 24/07/2020 and its subsequent clarification/

**mendment/revision, if any,**

## **17.0 IMPLEMENTATION OF INTEGRITY PACT**

Integrity Pact shall be applicable for Tenders/Contracts value of Rs.50 Lacs and above.

DVC shall be entering into an Integrity Pact with the bidders as per format given in the NIT (as per Form 1 of S c-V of Vol-I) enclosed. The Proforma has to be returned by the bidder (along with the techno-commercial bid) duly signed by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Any bid not accompanied by Integrity Pact Proforma duly signed by the bidders shall be rejected straightway. All pages of 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.**

## **18.0 NON-DISCLOSURE AGREEMENT**

During the execution of the work/Service, the contractor may become acquainted with information that may be sensitive in nature with regards to Confidential Information security of DVC. The contractor or his representatives shall not, without the DVC's prior written consent, disclose any information about DVC system/processes/setup to any person other than a person employed by the contractor in the performance of the work assigned to them.

The contractor shall be required to sign a Non-disclosure agreement with DVC.

**19.0 Other Terms and conditions which are not specifically mentioned in the Terms and conditions of the GeM NIT & ATC (document attached) shall be guided by GeM GTC and DVC's G.C.C as per applicability. Bidders are requested to visit Website [www.dvc.gov.in](http://www.dvc.gov.in) and [www.dvctender.com](http://www.dvctender.com) for getting DVC's G.C.C. & DVC website for GeM GTC.**

In case of an irreconcilable conflict in the Terms & Conditions, the following shall prevail in order of precedence :-

1. Letter of Award
2. GeM Additional Terms & Condition (ATC)
3. GeM General Terms & Condition (GTC)

### **(V) Bill of quantity (BOQ)**

Sl. No.	Task Code	Description of work	Frequency/quantity	UOM
1	Pulmonary Function Test	Pulmonary Function Test (PFT)	34800	No
2	Audiometry Test	Audiometry Test	34800	No

3	Health Checkup Blood	Comprehensive Health Check-up (Blood): Hb%, TC,DC,ESR	34800	No
4	Health Checkup X-Ray	Comprehensive Health Check-up (pulmonary): CHEST X-RAY	34800	No
5	Health Checkup ECG	Comprehensive Health Check-up (Cardiac): ECG	34800	No
6	Medical_Sputum	Sputum examination for Employee	34800	No

**a) PERIOD OF CONTRACT: 730 days from the date of issuance of work order.**

**b) Other Terms and Conditions-**

1. The tests are to be carried out at the respective locations of the power plants.
2. Boarding and lodging should be provided at each station on chargeable basis subject to availability
3. All the other associated cost is to be bear by the firm.
4. All the necessary equipment's required for subject testing shall be brought by the testing Lab at their own cost and risk.
5. The entire testing for a power plant is to be completed within two months from the date of placement of order by the respective plant and the reports are to be submitted to the MOIC of the plant within one month after the completion of test.
6. A schedule for conducting the tests has to be made by the vendor on receipt of the WO in consultation with the DHS so that each Power Plant is allotted a slot of two months per year to conduct the tests.
7. Validity of the Rate Contract-TwoYear from the date of placement of rate contract
8. Payment Terms-Payment will be made on actual basis on the number of test performed on each employee and after the validation of the report by the respective Plant Medical officer in charge
9. Project wise Digital health report submitted to Director Of Health Services(DHS),DVC, Kolkata

**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.
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---