



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2023/B/3774447
Dated/दिनांक : 10-08-2023

Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण | |
|--|--|
| Bid End Date/Time/बिड बंद होने की तारीख/समय | 07-09-2023 12:00:00 |
| Bid Opening Date/Time/बिड खुलने की तारीख/समय | 07-09-2023 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 - Bathymetric Survey of Raw Water Reservoirs at CTPS DVC Chandrapura in the state of Jharkhand |
| Contract Period/अनुबंध अवधि | 6 Month(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 | Experience Criteria,Bidder Turnover,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 |
| Evaluation Method/मूल्यांकन पद्धति | Total value wise evaluation |

Bid Details/बिड विवरण

| | |
|---|-----|
| Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है | Yes |
|---|-----|

EMD Detail/ईएमडी विवरण

| | |
|-------------------|----|
| Required/आवश्यकता | No |
|-------------------|----|

ePBG Detail/ईपीबीजी विवरण

| | |
|-------------------|----|
| Required/आवश्यकता | No |
|-------------------|----|

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. 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

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Buyers are requested to upload the format for price breakup of the lumpsum offering to be provided by the service provider (Please provide the format if financial upload required is selected as "Yes" while creating Bid):[1690971865.pdf](https://www.gem.gov.in/attachment/1690971865.pdf)

GEM Availability Report (GAR):[1690971943.pdf](https://www.gem.gov.in/attachment/1690971943.pdf)

Payment Terms:[1690972114.pdf](https://www.gem.gov.in/attachment/1690972114.pdf)

Service Level Agreement (SLA):[1691407518.pdf](https://www.gem.gov.in/attachment/1691407518.pdf)

Scope of Work:[1691472578.pdf](https://www.gem.gov.in/attachment/1691472578.pdf)

Project Experience and Qualifying Criteria Requirement:[1691472587.pdf](https://www.gem.gov.in/attachment/1691472587.pdf)

Pre Qualification Criteria (PQC) etc if any required:[1691472571.pdf](https://www.gem.gov.in/attachment/1691472571.pdf)

Special Terms and Conditions (STC) of the Contract:[1691646414.pdf](https://www.gem.gov.in/attachment/1691646414.pdf)

Pre Bid Detail(s)

| Pre-Bid Date and Time | Pre-Bid Venue |
|-----------------------|--|
| 18-08-2023 12:00:00 | ONLINE VIA MICROSOFT TEAMS(LINK PRESENT BELOW):- <a \"703f8a05-0af4-4473-ab95-38c0f043d400\"}"="" \"cf94827a-bc3d-4b63-8feb-432960d2d81b\",="" \"oid\":="" href="https://teams.microsoft.com/l/meetup-join/19:ojltl7Ciaa_JQBSlz-88X5ZMQx26fQD_ZwKlthvN9vs1@thread.tacv2/1691407838458?context={\" tid\":="">https://teams.microsoft.com/l/meetup-join/19:ojltl7Ciaa_JQBSlz-88X5ZMQx26fQD_ZwKlthvN9vs1@thread.tacv2/1691407838458?context={\"Tid\": \"cf94827a-bc3d-4b63-8feb-432960d2d81b\", \"Oid\": \"703f8a05-0af4-4473-ab95-38c0f043d400\"} |

Custom Bid For Services - Bathymetric Survey Of Raw Water Reservoirs At CTPS DVC Chandrapura In The State Of Jharkhand (1)

Technical Specifications/तकनीकी विशिष्टियाँ

| Specification | Values |
|--|--|
| Core | |
| Description /Nomenclature of Service Proposed for procurement using custom bid functionality | Bathymetric Survey of Raw Water Reservoirs at CTPS DVC Chandrapura in the state of Jharkhand |
| Regulatory/ Statutory Compliance of Service | YES |
| Compliance of Service to SOW, STC, SLA etc | YES |

| Specification | Values |
|----------------------|--------|
| 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 | Rajib Khan | 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. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment [Click here to view the file.](#)

3. Buyer Added Bid Specific ATC

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

4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Subject of Work: BATHYMETRIC SURVEY OF RAW WATER RESERVOIRS AT CTPS, DVC, CHANDRAPURA

A. QUALIFYING REQUIREMENT:

(I) Qualifying Requirements on Technical Capability:

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

Bidder should have experience of successfully conducting Similar Service during last 7 years ending las

t day of month previous to the one in which the offer is invited and should qualify in any of the following:

(a)

i) The bidder should have conducted bathymetric survey of two (02) different reservoirs of area 25 Acre or higher.

OR

ii) The bidder should have conducted bathymetric survey of one (01) reservoir of area 50 Acre or higher.

(b)

“Similar Service” for clauses of Sl. No. (I) above shall mean:

a. The Bathymetric Survey works should be carried out in reservoirs owned by State/Central Govt. Departments / PSUs / any Power Utility in India.

b. The bidder shall submit certificate of successful completion of Bathymetric Survey work from the owner.

(II) Qualifying Requirements on Financial Capability:

Bidder's average annual financial turnover during preceding 3(three) financial years should be at least Rs. 82,620 (Rupees Eighty-Two Thousand Six Hundred Twenty 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.

Notes for financial Criteria for all clauses of Sl. No. (II) above: -

1. 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.

2. In case where audited results for the preceding financial year are not available, certification of financial statements from a practicing Chartered Accountant (having UDIN Number) shall also be considered acceptable.

3. In case of tenders published prior to 30th Sept. of the NIT issuing Financial Year, where the Bidder is not able to submit the Certificate from a practicing Chartered Accountant certifying its financial statements, the audited results of the year preceding the last financial year shall be considered for evaluating the financial parameters. Further, a Certificate would be required from the CEO/CFO as per the form enclosed in the bidding documents stating that the financial results of the Company are under audit as on the date of NIT and the Certificate from the practicing Chartered Accountant certifying the financial parameters is not available.

(III) Exemption in eligibility criteria for start-up vendors / MSME vendors:

The **Turnover** and **Past Experiences** conditions are not applicable for Start-Up or MSE entrepreneurs having documents (Udyog Aadhaar/NSIC/Other Statutory Documents, etc.) with job/service description in line with “Similar Service” in the submitted documents.

Eligibility of such service provider 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 databases such as Income tax/ PAN data base, MCA 21, Udyog Aadhaar, NSIC, GSTN, Certifying Agencies such as BIS, BEE etc.

(I) Exemption in respect of “Past **Experience** conditions” means exemption for Clause **A(I) (a)** of Qualifying Requirements on Technical Capability.

(II) Exemption in respect of “**Turnover**” means exemption for Clause **A(II)** only of Qualifying Requirements on Financial Capability.

(III) Relaxation in eligibility criteria for start-up / MSE shall be applicable as stated above at **A(III)** only . Any other clause for relaxation in eligibility criteria mentioned elsewhere in the NIT shall not be considered.

QR ends here.....

Ø The names and designation along with e-mail address of three officers specially assigned for receiving (i) online pre-bid queries, (ii) Envelope -1 (Hardcopy documents) (offline), (iii) future correspondence and (iv) the hard copies (offline) of the supporting documents as asked in the NIT, are mentioned below:

- Sri Chandan Roy Basunia, Dy. General Manager(E), C&M, DVC, Kolkata, email: chandan.basunia@dvc.gov.in , Mob-9123404601;
- Sri Sandip Chanda, Sr. Manager (E), C&M, DVC, Kolkata, email: sandip.chanda@dvc.gov.in , Mob-9939350399;
- Sri Aurobindu Maji, Dy. Manager (M), C&M, DVC, Kolkata, email: aurobindu.maji@dvc.gov.in , Mob-7979870014

No person other than those mentioned above is authorized to receive the aforesaid documents (offline and/or, online).

Ø Address for communication:

The Chief Engineer (M), C&M Department, 3rd Floor,
Damodar Valley Corporation, DVC Towers, VIP Road,
Kolkata, West Bengal, Pin: 700054, India, Fax No: 0091-33 - 2355 6042.

- **Price part excel sheet has been attached for reference purpose only. It is to be noted that price part should not be exposed in techno-commercial part otherwise bid will be rejected straight way.**
- DVC shall not be responsible in any way for any delay/ difficulties/ inaccessibility of the downloading or uploading facility from the website for any reason whatsoever.
- The tenderers who are found to be indulging in changing /adding or deleting the contents of the downloaded tender documents will be liable to face necessary action as deemed fit including banning, suspension of business dealings etc.
- Tenderers will be solely responsible for the correctness/genuineness of the downloaded tender documents from the GeM Portal. If the offer submitted through the downloaded tender documents which are incomplete, or with changed contents, the offer will summarily be rejected.
- Downloading of Tender Documents by any Bidder shall not construe that such Bidder is considered to be qualified. Transfer of Tender Documents downloaded by one intending bidder to another is not permissible.
- DVC reserves the right to reject any or all bids or cancel/ withdraw the Invitation for bids without

assigning any reason whatsoever and in such case no bidder/intending bidder shall have any claim arising out of such action.

- Notwithstanding anything stated above, the owner reserves the right to request for any additional information and reserves the right to reject the tender of any bidder, if in the opinion of the owner, the qualification data/requested information is incomplete and/or the bidder is found not qualified to satisfactorily perform the job.
- Bidders are advised to go through "Training Module in GeM", "GeM Terms & Condition", "GeM GTC" & "FAQ" links available on the login page of the GeM portal for guidelines, procedures & system requirements. In case of any technical difficulty, Bidders may contact the help desk numbers & email ids mentioned at the GeM portal.
- All suits arising out of the enquiry and subsequent Work Order if any, are subject to the jurisdiction in the City of Kolkata only.
- E- Reverse auction shall be done as per GeM rules and Price break up has to be submitted by the L1 bidder after E Reverse auction.
- **BID EVALUATION METHODOLOGY:** Bid evaluation will be done Summary 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.
- Before filling the offers, bidders are requested to go through the general conditions of contract of GeM, the DVC's commercial terms & conditions and bid evaluation procedure. Other Terms and conditions which are not specifically mentioned in the Terms and conditions of the NIT shall be guided by GeM terms & Condition as per applicability.
- **GST:** GST as admissible as per existing and prevalent GOI laws/norms.

- **LD CLAUSE AND RISK PURCHASE CLAUSE**

LD CLAUSE :-LD Clause is applicable as per GeM terms and condition.

RISK PURCHASE CLAUSE:-

The Purchaser/Owner 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 Contractor/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:

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.

If the Contractor/Vendor fails to deliver the material/ complete the work, a final risk and cost notice is to be served to the vendor by registered post with A/D/speed post/ email, clearly indicating that if he fails to deliver the materials/ complete the work within specified period as per condition of contract after receipt of the letter/email, the same shall be outsourced/executed from other sources at the risk and cost of the vendor/Contractor. Such letter is to be issued with approval of TAA (Tender Acceptance Authority). However, in case TAA is DVC Board or Chairman, approval of concerned member shall follow by concurrence of Member Finance shall be obtained.

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.

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

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.

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

In case the amount is considerable, legal action may be considered by TAA (Tender Acceptance Authority). However, in case TAA is DVC Board or Chairman, approval of concerned member shall follow by concurrence of Member Finance shall be obtained.

Alternatively, the Purchaser/ Owner may short close the Order stating the reason for not resorting to risk purchase clause in case of exigency with the approval of TAA (Tender Acceptance Authority). However, in case TAA is DVC Board or Chairman, approval of concerned member shall follow 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.

· **FORCE MAJEURE CONDITIONS:**

If at any time during the continuance of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God (but not including negligence or wrongdoing, predictable/seasonal rain) provided notice of happening of such event duly evidenced with documents is given by one party to the other within 10 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate the Contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Buyer as to whether the deliveries have been so resumed or not, shall be final and conclusive, Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 90 days, either party may at its option terminate the contract provided also that the Buyer shall be at liberty to take over from the Seller at a price to be fixed by Buyer, which shall be final, all unused, undamaged and accepted material, bought out components and Goods in course of manufacture in the possession of the Seller at the time of such termination or such portion thereof as the Buyer may deem fit excepting such materials, bought out components and Goods as the Seller may with the concurrence of the Buyer elect to retain.

· **INFORMATION PROVIDED BY THE PURCHASER /OWNER:**

It will be guided as per relevant clause of the GeM Terms & Condition of Contract

· **PAYMENT TERMS:**

90% payment will be made on actual executed quantity after statutory deductions against submission of invoice(s) in triplicate (hard-copy) with pre-receipted original invoice(s) duly certified by the Engineer-in-Charge and remaining 10% after validity of the contract expires. The contractor shall also submit invoice(s) through DVC vendor bill tracking portal (<https://application.dvc.gov.in/Vendor/>) for processing of the payment. All taxes and duties as applicable will be deducted from invoices raised by the Contractor.

· **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:**

Shall be as per the scope of work as mentioned in the NIT. The date of commencement of the work shall be certified by the Engineer-in-Charge/Officer-in-charge of the user section subsequently.

The date of commencement of the work shall be communicated to the successful contractor by the Engineer-in-Charge/Officer-in-charge of the user section after the issuance of the work order and the same shall be certified by the Engineer-in-Charge/Officer-in-charge of the user section, as and when required. For the instant tender it shall be 180 days from the date of issuance of Work Order.

· **COMPLETION PERIOD:**

60 Day from date of commencement of work.

· **EPF AND LABOUR LAWS (as applicable):**

The contractor has to comply with all the provisions of EPF & ESI (as per the notification of Government of India). The Contractor has also to abide by all statutory laws and rules including labour laws applicable during pendency of this order. Latest minimum daily wage (as per the notification of Government of India) and expenditure towards EPF/ESI/Bonus etc.. as per the Govt. of India rules and notifications has to be properly complied with.

· **THE SCOPE OF WORKS:**

The scope of work shall be as specified in the SCOPE OF WORK as attached along with and WORK DETAILS as mentioned in this NIT in all respects to the satisfaction of the Engineer-in-Charge/Officer-in-charge of the user section.

Work under execution/executed by the contractor will always be subject to DVC's inspection and approval before acceptance and payment. Inspection of work before acceptance and payment will not however, relieve the contractor of their responsibility to execute the work strictly in conformity with the specification and or drawing/samples etc.

Time is the essence of this Contract. The work shall be executed strictly as per the time of completion indicated. The period of completion includes the time required for mobilization as well as testing, rectifications, if any, retesting and completion in all respects to the satisfaction of the Engineer-in-Charge.

· **LIMITATIONS OF LIABILITY:**

Notwithstanding anything contained in this agreement, no party will be liable for any special, incidental or consequential damages arising out of or in connection with this agreement or any breach hereof (including for loss of data or profits, or cost of cover), whether or not such party has been advised of the possibility of such damages, and whether under a theory of contract, tort (including negligence) or otherwise; except for liabilities arising out of any violation, misappropriation or infringement of a party's intellectual property rights, or from a breach by either party of its obligation. In no event will either party's aggregate liability arising out of or in connection with this agreement or any breach hereof (whether under a theory of contract, tort (including negligence), warranty or otherwise) exceed the Contract Price entered into the Contract between Buyer and Seller.

· **SAFETY ASPECTS TO BE COMPLIED:**

Adequate safety measures must be ensured as per Safety Guide available from the office of the Safety Officer, DVC, CTPS.

· **PAYING AUTHORITY:**

The Deputy General Manager (Finance) (WA), Central Accounts, DVC, DVC Towers, 4th floor, VIP Road, Kolkata-700054.

· **SUB-LETTING & ASSIGNMENT:**

Will be applicable as per relevant clause as stated in GEM TERMS & CONDITION.

· **EPF & ESI PROVISION:**

EPF & ESI provision shall have to be made by the contractor. Provident Fund Registration details with name of staffs & code Nos. must be submitted to the competent authority of DVC.

· **AGREEMENT FOR CONTRACT:**

On receipt of work order, the bidder has to execute a contract agreement, in Duplicate (as per the DVC's Format already supplied by DVC as attachment with the NIT) on a Non-judicial stamp paper of Rs. 100/- for agreement.

A Contract agreement shall be executed after receipt and verification of the requisite performance security (wherever applicable). The said agreement will be duly signed by the authorised representative of DVC (TIA/ Signing authority as per DFP) 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 of agreements between the parties for execution.

The Supplier/Contractor/ Service Provider/Consultant should acknowledge and unconditionally accept and return the Contract Agreement in Non-judicial stamp paper within 14 days from the date of issue of LOA/PO/Work Order in case of OTE and 28 days in case of GTE. Such acknowledgements may not be required in low value contracts, below Rupees two and a half Lakh or when the bidders offer has been accepted in entirety, without any modifications. Both the parties will sign & date the Contract agreement after receipt and verification of the requisite performance security (wherever applicable). 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 in case of OTE and 45 days from the date of issue of LOA/PO/Work Order in case of GTE, 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 and re-tender and in this 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 the period of time specified in the tender documents (maximum up to 2 years) from being eligible to submit Bids/ Proposals for contracts with DVC. The Contract shall be short closed and retendered.

However, the bidders must be ready with the two sets of agreement documents and should submit immediately after the issuance of the order.

· **COMPLIANCE OF RULES & REGULATIONS:**

The Vendor shall warrant that all Goods and/or services covered by this Purchase Order/contract shall

have been produced, sold, dispatched, delivered, tested and commissioned in strict compliance with all applicable laws, regulations including industries (Development & Regulations) Act, 1951 & Industrial Dispute Act, 1947 and any amendments there under, labour agreements, Safety rules and PF compliance, working conditions and technical codes and requirement as applicable from time to time.

All laws, rules and regulations required to be followed in execution of the order / contract, must be complied with. The Vendor should execute and deliver such documents as may be needed by the Purchaser/ owner in evidence of compliance. Any liability arising out of contravention of any of the laws on executing this order shall be the sole responsibility of the Vendor and the Owner shall not be responsible in any manner whatsoever.

• **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](tel:033-23550160)/[23558852](tel:033-23558852)
Branch IFSC : PUNB0008220
MICR Code : 700024261
SWIFT Code : PUNBINBCCCH

• **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.

• **GOVERNING LAW:**

The contract including all matters connected with this Contract shall be governed and construed in accordance with the Indian Law both substantive and procedural and shall be subject to the exclusive jurisdiction of Indian courts at New Alipore Court, Kolkata, South 24-Parganas, West Bengal, India.

• **FORCE MAJEURE:**

Will be applicable as per relevant clause as stated in GEM TERMS & CONDITION.

• **TERMINATION FOR DEFAULT:**

If the seller does not perform its obligations within the Delivery Period / Date mentioned in the Contract, the same would constitute the breach of the Contract and the Buyer shall have the right to Cancel or Withdraw the Contract for the unsupplied portion after the expiry of the original, extended or re-fixed delivery date or period stipulated in the Contract. Such cancellation of contract on account of non - PERFORMANCE BY THE SELLER WOULD ENTITLE THE BUYER TO FORFEIT THE PERFORMANCE SECURITY BESIDES OTHER ACTIONS SUCH AS DOWNGRADING the Seller's rating or debarment from the GeM for specified period as decided by GeM on merits.

PLEASE NOTE THAT ANY ALTERATION / ADDENDUM / MODIFICATION / CORRIGENDUM TO THE NIT/NIT DOCUMENTS if any, shall be published in the website ONLY AND NO-SEPARATE INTIMATION SHALL BE GIVEN TO ANYONE. So, it is the sole responsibility of the bidders to keep track of the tender from the website for any such publication.

• **CLARIFICATION:**

Although the details given in the Tender Document have been compiled with reasonable care, the bidders

ers are requested to ensure by the way of clarifications, that the information provided is adequate and clearly understood.

PREPARATION OF BID:

Bid Validity

Bid shall remain valid for the period specified in the NIT. A copy of the NIT is made part of this document for reference.

Cost of bidding

All direct and indirect costs associated with the preparation and submission of the bid (including clarification meetings, site visits etc.) shall be to the Bidder's account.

Bid Signing Authority

The bid and all details submitted by the Bidder subsequently, shall be signed and stamped by a person, legally authorized to enter into an agreement on behalf of the Tenderer/Bidder.

All the clauses, terms and conditions of GeM shall prevail i.e., if any terms and conditions mentioned in the NIT conflicts with GeM terms and condition then terms and condition of GeM shall prevail.

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---