



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/5258721  
Dated/दिनांक : 08-08-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	22-08-2024 21:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	22-08-2024 21:30:00
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 - To Fro fares Charges iro Deputation of Service Engineer of Ms Reineke Engineering Pvt Ltd for maintenance of Electrohydraulic Actuators of DSTPS DVC Andal , Custom Bid for Services - Service charge for one engineer to be paid From the date of departure from Kolkata till date of arrival in Kolkata for servicing dismantling cleaning refitting and recalibration of MAW10 Leak Steam MAW50 valves , Custom Bid for Services - EXTRA HOUR IF REQUIRED BEYOND 8 HOURS OF DAILY WORKING on Deputation of service engineer of OEM on chargeable basis for dismantling cleaning servicing refitting and recalibration of MAW10 Leak Steam MAW50 valves , Custom Bid for Services - EXTRA MANDAY IF REQUIRED on Deputation of service engineer of OEM on chargeable basis for dismantling cleaning servicing refitting and recalibration of MAW10 Leak Steam MAW50 valves
Contract Period/अनुबंध अवधि	10 Month(s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (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	No

<b>Bid Details/बिड विवरण</b>	
<b>Type of Bid/बिड का प्रकार</b>	Single Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	3 Days
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है</b>	Yes

**EMD Detail/ईएमडी विवरण**

Required/आवश्यकता	No
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**ePBG Detail/ईपीबीजी विवरण**

Required/आवश्यकता	No
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**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. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid 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 product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for % (selected by Buyer) percentage of total quantity. The buyers are

advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [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. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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.

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**Introduction about the project /services being proposed for procurement using custom bid functionality:**[1722950911.pdf](#)

**Instruction To Bidder:**[1722950921.pdf](#)

**Scope of Work:**[1722950928.pdf](#)

**Payment Terms:**[1722950935.pdf](#)

**Quantifiable Specification / Standards of The Service/ BOQ:**[1722950953.pdf](#)

**GEM Availability Report ( GAR):**[1722950957.pdf](#)

**Buyer's Competent Authority Approval:**[1722950966.pdf](#)

**Any other Documents As per Specific Requirement of Buyer -1:**[1722950991.pdf](#)

**Any other Documents As per Specific Requirement of Buyer -2:**[1722951007.pdf](#)

**Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:**[1722951079.pdf](#)

**Custom Bid For Services - To Fro Fares Charges Iro Deputation Of Service Engineer Of Ms Reineke Engineering Pvt Ltd For Maintenance Of Electrohydraulic Actuators Of DSTPS DVC Andal ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	To Fro fares Charges iro Deputation of Service Engineer of Ms Reineke Engineering Pvt Ltd for maintenance of Electrohydraulic Actuators of DSTPS DVC Andal
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	Ashis Taru Chatterjee	713321,DVC- Durgapur Steel Thermal Power Station, Andal- 713321, Bardhaman, West Bengal, Bardhaman, 713321	1	N/A

**Custom Bid For Services - Service Charge For One Engineer To Be Paid From The Date Of Departure From Kolkata Till Date Of Arrival In Kolkata For Servicing Dismantling Cleaning Refitting And Recalibration Of MAW10 Leak Steam MAW50 Valves ( 1 )****Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Service charge for one engineer to be paid From the date of departure from Kolkata till date of arrival in Kolkata for servicing dismantling cleaning refitting and recalibration of MAW10 Leak Steam MAW50 valves
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
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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	Ashis Taru Chatterjee	713321,DVC- Durgapur Steel Thermal Power Station, Andal- 713321, Bardhaman, West Bengal, Bardhaman, 713321	1	N/A

**Custom Bid For Services - EXTRA HOUR IF REQUIRED BEYOND 8 HOURS OF DAILY WORKING On Deputation Of Service Engineer Of OEM On Chargeable Basis For Dismantling Cleaning Servicing Refitting And Recalibration Of MAW10 Leak Steam MAW50 Valves ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	EXTRA HOUR IF REQUIRED BEYOND 8 HOURS OF DAILY WORKING on Deputation of service engineer of OEM on chargeable basis for dismantling cleaning servicing refitting and recalibration of MAW10 Leak Steam MAW50 valves
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	Ashis Taru Chatterjee	713321,DVC- Durgapur Steel Thermal Power Station, Andal- 713321, Bardhaman, West Bengal, Bardhaman, 713321	1	N/A

**Custom Bid For Services - EXTRA MANDAY IF REQUIRED On Deputation Of Service Engineer Of OEM On Chargeable Basis For Dismantling Cleaning Servicing Refitting And Recalibration Of MAW10 Leak Steam MAW50 Valves ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	EXTRA MANDAY IF REQUIRED on Deputation of service engineer of OEM on chargeable basis for dismantling cleaning servicing refitting and recalibration of MAW10 Leak Steam MAW50 valves
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	Ashis Taru Chatterjee	713321,DVC- Durgapur Steel Thermal Power Station, Andal- 713321, Bardhaman, West Bengal, Bardhaman, 713321	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 ATC**

Buyer Added text based ATC clauses

# DAMODAR VALLEY CORPORATION

## SPECIAL /ADDITIONAL TERMS & CONDITIONS (STC)

### § TENDERING FOR:

**Contract for Deputation of Service Engineer of M/s Reineke Engineering Pvt. Ltd on chargeable basis for dismantling, cleaning, servicing, refitting and recalibration of M/s Reineke Engineering make Electrohydraulic Actuators of Turbine Seal Steam (MAW-10) & Leak Steam (MAW-50) valves of U#1 of DSTPS, DVC, Andal.**

### § MODE OF TENDERING: THROUGH SINGLE TENDER ENQUIRY on OEM BASIS.

§ This tender is being processed on **Single Tender (OEM)** basis with approval of competent authority. The bid will be considered only if it has been submitted by the OEM vendor i.e.

**M/s REINEKE ENGINEERING PRIVATE LIMITED.**

**29A, Justice Chandra Madhab Road, Kolkata-70002.**

§ **Bid submitted by other than OEM or its bid specific authorized vendor will not be accepted.**

§ **SCOPE OF WORK:** As per Details in (attached with Tender).

1. **PRICE BASIS:** The bidder shall quote on totality basis. The rates quoted by the bidder must be Firm till execution of the contract and inclusive of applicable Taxes & duties. However, specific quantum of Taxes to be spelt out clearly.
2. **NATURE OF CONTRACT:** Maintenance service contract for deputation of service engineer of M/S Reineke Engineering Pvt. Ltd on chargeable basis for dismantling, cleaning, servicing, refitting and recalibration of M/S Reineke Engineering make Electrohydraulic actuators of Turbine Seal Steam (MAW-10) & Leak Steam (MAW-50) valves of DVC, DSTPS.

3. **CONTRACT PERIOD: 300 Days** from the date of actual commencement of work.

The contract may be terminated within the contract period if performance is found unsatisfactory in the opinion of DVC, without showing any further reason.

4. **PAYMENT TERMS:** 95% payment shall be made against RA bills on presentation of bills in triplicate pre-receipted in original copy after statutory deduction as applicable subject to satisfactory completion of the jobs duly certified by the Engineer-in-charge and execution of the agreement.

Balance, 5% shall be paid after completion of the contract period as well as suitably covering the entire defect liability /guarantee period (if any).

#### **Note:**

- No Payment will be made without acceptance of SDBG (if applicable).
- Statutory taxes whichever is applicable will be deducted from the bills.
- GST will be applicable as GOI rule.
- Release of 1st Running Bill is subject to compliance of statutory condition like EPF/ ESI/ Labour License clearance by HR Deptt. and Agreement against WO/ LOA placed.

For DVC Stations at West Bengal (DTPS, MTPS, DSTPS & RTPS) GST no. shall be **19AABCD0541M1ZO**.

5. **PAYMENT TO WORKMEN:** Contactor shall have to make wages / salary payment to workmen within 7<sup>th</sup> of the succeeding month failing which a strict action will be taken against the defaulting contractors. Monthly salary/ wages sheet (one copy) shall have to be submitted to the HR Deptt
6. **CONSIGNEE / REPORTING OFFICER/ CONTROLLING OFFICER (officer in-charge):** DGM(E)/Sr. Manager(C&I), C&I-IPH(E), DSTPS or his authorized representative.
7. **LETTER OF AWARD (LOA)/ WORK ORDER (WO):** Prior to the expiration of the period of bid validity, the Employer (DVC) will notify the successful Bidder through GeM or in writing by letter of empanelment or by telefax to be confirmed in writing by letter, that it has been empanelled. Subsequently, Letter of Award (LOA)/ WORK ORDER (WO) will be issued. Both Letter of Empanelment and LOA/ WO shall constitute the formation of the contract.

The Vendor shall return the duplicate copy of the Letter of Empanelment / Letter of Award (LOA)/ WORK ORDER (WO) and the other enclosed documents duly signed with seal and date as a mark of acceptance, within 10(ten) days from the date of issuance of the order to the Order Issuing Authority.

8. **AGREEMENT:** An agreement in DVC's prescribed format (Enclosed with the BID) shall be executed by the contractor on a non-judicial stamp paper worth Rs. 100.00 (Rupees One Hundred) only.

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 authorized representative of DVC and authorized signatory of Supplier/Contractor/ Service Provider/Consultant.

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 in case of OTE. Such acknowledgements may not be required in low value contract, below Rupees Two and a Half Lakh or when the bidders 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 in case of OTE and 45 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 and retender and in this retender such defaulting Bidder will not be allowed to participate.

9. **SITE MOBILIZATION:** The contractor shall complete site mobilization within a maximum of 15 days after getting due intimation in writing from Engineer in Charge, DVC. However, contractor shall compulsorily engage its manpower for Tit-bit maintenance work and operational support services within 7 days of the instruction of EIC, DVC. If the contractor fails to mobilize site completely within 15 days, the expenditure for the period of delay in mobilization beyond 15 days towards engaging the existing contractor or an alternative agency to carry out the contract jobs during that period, shall be borne by the contractor. The expenditure thus incurred shall be recovered from the Running Bill/Bills of the contractor.
10. **DEPLOYMENT OF WORKERS/MANPOWER:** The Contractor/Vendor shall ensure deployment of adequate nos. of quality manpower (Skilled, Semi-Skilled, helper etc) to be provided as & when required basis with suitable experience having appropriate level of acumen required for the job for rendering satisfactory services and entire satisfaction of DVC (Controlling officer) during the contract period. No child labour shall be engaged by the contractor as per statutory rule of Govt. of India. Contractor shall be held responsible for any delay in execution of work due to non-engagement of adequate and quality manpower. The contractor will take the entire responsibility for the persons deployed by them regarding their accommodation, immediate medical treatment and compensation in case of injury/ accident during their stay at the respective station. DVC will have no responsibility whatsoever and will be kept fully indemnified and harmless in this regard. The Staff engaged by the Contractor should not be under addiction of drug / liquor while on duty. It would be obligatory on the part of the Contractor to remove any such persons from the job whose action or conduct in the opinion of DVC management is detrimental to the interest of the Corporation. The contractor shall be fully responsible for his workers regarding terms of employment



t also. DVC is not responsible in any manner, whatsoever in respect of workers engaged by the contract or for carrying out the work at the respective station of DVC. During execution of the Contract as well as on expiry of the same, the contractor shall ensure that none of their employees/workers claims employment in DVC. The contractor while engaging or disengaging their employees/workers shall also follow all statutory rules & regulations applicable as per workmen's compensation Act. DVC shall not be responsible for payment towards idle labour charge under any circumstances. Performance of the Contractor shall be evaluated on monthly basis by DVC EIC jointly with the representative of the agency.

11. **TOOLS & TACKLES:** Tools and Plants of all types required for Maintenance as well as restoration of the system need to be provided by the firm. The firm must ensure that the work should not get delayed for deficiency of tools and plants. Engineer-in-Charge reserves the right to instruct for procurement of additional tools and instruments if it is felt that tools and plants provided are inadequate for the job. Reluctance in the part of the firm for providing such equipment's will be viewed as unsatisfactory performance of the firm.
12. **SUPERVISION:** The Controlling Officer at his discretion may check/examine the working conditions, any of the tools & tackles of the firm, safety equipment etc. and if found unsatisfactory, he may suspend the job temporary till the measures are taken by the firm. The firm shall be responsible for delay in execution of the job due to this unsatisfactory working condition/equipment.
13. **FORCE MAJEURE:** Vendor shall not be considered in default if delay in delivery occurs due to causes beyond his control such as acts of God, natural calamities, civil wars, fire, strike, frost, floods, riot, and acts of unsurpassed power. Only those causes which have duration of more than seven (7) days shall be considered cause of force / calendar majeure. A notification to this effect duly certified by the statutory authorities shall be given by the Vendor to the Owner within 10 days from the date of such Force Majeure condition by registered letter. In the event of delay due to such causes, the delivery schedule will be extended for a length of time equal to the period of force majeure or at the option of the Owner the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of the Owner. However, it will be guided as per Clause No. 16 of GCC of DVC.
14. **SAFETY CLAUSES:** The contractor/ agency shall comply with all the requirements of the Factories Act, State Factories Rules as amended time to time, and all other statutory requirements as applicable to his work, like Indian Electricity Act, ESI Act (Wherever the facility is available), PF Act, Workmen's Compensation Act, Motor Vehicles Act, etc. He shall ensure compliance of all the responsibilities of the Occupier and Factory Manager as mentioned in the Factories Act, in his activities of work.

Additionally, the contractor shall comply with all the Rules framed by DVC (Also referred here as DVC), relating to Safety of all those working/ present in the workplace, and ensure compliance with all types of permits to work. He shall also comply with all directions given by the Engineer In-charge or Head of DVC Project Safety Deptt. Or, their nominated representative with specific regard to Safety and Health of the workers.

The Contractor/ Agency shall frame and implement its Safety and Health Policy, which shall contain all the provisions relating to compliance of DVC Safety/ Health and Safety Policy.

The Contractor shall appoint a full time Engineer with qualification of either Degree in Engineering, with not less than 1 years of supervisory experience or Diploma in Engineering with not less than 3 years of experience up to 50 workers/ staff or a part thereof. In case of electrical work, supervisor must possess valid supervisory license of competency. In Chemical contract such as chemical laboratory, Supervisor's should have qualification on Bachelor of science with Chemistry with not less than 3 years' experience.

If at any time the contractor employs more than 50 workers including staff, he shall appoint from the start of work itself a Safety Officer, with the qualification as mentioned in the Factories Act/ State Factories Rules applicable to the state, in which the work is carried out. The Safety Officer of the Contractor shall discharge only those responsibilities as mentioned in statutory rules for the Safety Officers.

Before start of work by the Contractor, the Contractor shall sign an MOU with Head of DVC Project Safety Deptt. and Engineer In- charge of the contract (The Engineer In charge is not below the rank of Suptd. Engineer in Thermal Power Plant and in case of other station Senior Most Engineer). Safety MOU should be prerequisite of agreement of execution. During sign of Safety MOU, agency shall submit following documents also:

- a. Safety Plan of the Contractor for his own as well as his sub- contractors and action plan to implement

nt it;

- b. Methodology (Including responsibility) of accident reporting to DVC authorities and Statutory authorities, conduct of enquiries, and implementation of corrective measures.
- c. The Contractor shall get all his Lifting equipments and tackles thoroughly examined / tested through a Competent Persons, approved by the local state Government, where the work is being undertaken.
- d. For contracts, before start of work by the Contractor, the Contractor shall purchase new required personal protective equipment's and get it verified from Head of DVC Safety Department for inspection of quality and quantity purchased. He/she will inspect these Safety Shoes, Safety Helmets, Safety Harnesses etc. for its suitability. Only after this inspection and clearance in writing, above referred items shall be used or issued by the Contractor. For contracts, more than one-year, new PPEs again shall be distributed before expiry of one year from last PPEs distribution date. After that, contractor shall also have to provide different kind of safety gears according to their nature of job including reflective jackets.
- e. The cost of these PPEs are treated under chargeable expenditure for which there is the cost of these PPE should be estimated in line with para 2.11.1 (statutory and non -statutory consideration while working out estimate page no. 60) of IR and compliance Hand Book-2015 (1st edition). Tenure of these three Personal Protective Equipment's shall be applicable once for those numbers working for one year, if these are purchased from the party with which the rate contract had been made by DVC; at the rate at which rate contract had been made by DVC; or from the original IS Marked equipment manufacturer (Or his authorized representative), registered with Bureau of Indian Standard. The estimated value of Safety Shoes and Safety Helmets shall be limited to the number of employees, for which the contractor had taken the labour licence or DVC had approved to hire; for the Safety Harness payment in estimated value shall be restricted to the decided quantity between the Contractor and DVC
- f. Before Start of the contract, the Contractor shall provide appropriate Safety Induction Training to all his workers, of at least one full day duration, through an external agency with faculty having the qualification as mentioned in the factories act /state rules for the safety officer. The DVC Management has a right to refuse issuance of gate pass to the workers, if the workers are not trained.
- g. Before Start of the work by the Contractor, the Contractor shall provide thorough pre- employment health check-up /examination of his workers and fitness certificate as per the Factories Act and Rules made under. Later, DVC shall provide Occupational Health Check Up such as lung function test, ECG, Sputum, Chest X-ray, audiometry, blood test etc. of all contract workers including i.e. supply, casual, AMC/ARC workers working within the Thermal Power Plant and Audiometric test, ECG, Blood test etc. for Hydel station with cashless facility. Only those workers who are found fit in such medical examination shall be employed only by the Contractor. It is the responsibility of each contracting agency to ensure the availability of suitable arrangements at their work site for rendering prompt and efficient First aid to injured persons. The DVC Management has a right to refuse issuance of gate pass to the workers if the workers are not undergone such pre-engagement medical examination /health check-up.
- h. In case of occurrence of any accident/ mishap/ violation of statutory provisions/ DVC Rules, Competent authority in DVC may constitute inquiry Committee, to find out the circumstances or causes into it, remedial measures to prevent recurrence of similar accidents/mishaps/ violations etc. The Contractor shall provide full cooperation in conduct of inquiry, conducted by such Inquiry Committee and also send his workers to attend the inquiry and give statement, with full wages for the day.
- i. Wherever there is probability of fall of worker/ material from more than 8 Ft, to prevent his fall, the contractor shall provide Full Body Safety Harness with ISI mark to all his workers and ensure its use. He shall also provide safety net below such work place. He shall ensure compliance of all provisions of Permit for working at height advised by DVC. If the fall arrester is provided by DVC, the Contractor shall ensure its right use.
- j. Before execution of safety MOU all statutory documents related to vehicles used like vehicles fitness, RC book, driving license, pollution certificate, driver eyesight test etc. should be prerequisite.
- k. Other important guidelines of Safety aspects of the contract shall be guided as per DVC GCC (attached in GeM bid & also available in [http://www.dvc.gov.in/dvcwebsite\\_new1/conditions-of-contract/](http://www.dvc.gov.in/dvcwebsite_new1/conditions-of-contract/).)

**DETAILED SAFETY CLAUSE:** As per attached DVC GCC.

15. **WORKERS' COMPENSATION:** All the workers under the contract must be paid compensation as per Workmen's Compensation act in case of injury or death in course of employment while on duty, by the contractor at his own cost. The contractor shall be solely and wholly responsible for any accident that may occur during execution of the work and for injury to person/persons or damage to the property of any description whatsoever caused during the execution of the work. In the event of any such accident, the contractor shall be responsible and shall pay proper compensation for the same as per Workmen's Compensation Act. The contractor shall keep the occupier i.e., DVC safe, harmless, and indemnified against all claims and expenses, for any such damage or injury etc. to any person or property. In case of any accident of contractor's workmen, contractor is to arrange necessary prima facie requirement immediately after the incident. DVC shall in no way be held responsible to compensate contractor workmen be it on duty or not. No benefit in any form shall be admissible in such case. The contractor should take care for safety of equipment and property of DVC. Any loss to this effect will be contractor's responsibility entirely and they shall have to make good for the losses and extra expenditure incurred by DVC thereof. Responsibility of the spares & materials rests with the contractor himself. Contractors have to replenish the same at his own cost & risk in case of loss/damage of the spare/material under his custody.
16. **EPF/ESI:** Compliance of EPF & ESI scheme for the workers engaged by the Contractor shall be applicable as per rules.
17. **LD CLAUSE:** It will be binding to the contractor to maintain the equipment in healthy condition within the time as directed by the Engineer-in-charge, DVC. In case of delay in execution of work attributable to the contractor, DVC reserves the right to recover a sum equivalent to 0.5% of the value of the delayed work for each week of delayed part thereof of the respective station subject to maximum of 10% of the total value of order of that station.
18. **SUB-LETTING:** The vendor shall not sublet any part of the contract to any other vendor/agency without the prior written consent of the owner. Such assignments or subletting or transfer shall not relieve the vendor from any obligation, duty and responsibility under this contract. Any assignment, transfer subletting without the prior approval of the owner shall be void. The owner shall have the right to cancel the order/contract and get the services from elsewhere and the vendor shall be liable to the owner for any loss or damage which the owner may sustain in consequence or arising out of such contract and the vendor shall indemnify such loss or damage to the owner.
19. **LIMITATIONS OF LIABILITY:** Except in cases of Criminal Negligence or wilful misconduct, 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

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.

20. **LABOUR LAWS & REGULARITIES:** The obligation of the contractor in respect of provisions of all laws, rules, orders and regulations and notifications whether Central or State or Local as applicable to him or to the agreement from time to time.

Bidder has to comply provisions of labour laws and rules applicable as per appropriate Govt. i.e.

- a. Contract Labour (R&A) Act & Rules thereof i.e.
  - i. Wages-cum-Master Roll Register
  - ii. Master Roll
  - iii. Register of wages
  - iv. Register for deduction of damages or loss.
  - v. Register for fines.
  - vi. Register for Advance.
  - vii. Register for over time.

- viii. Register for workmen employed by the contractor.
  - ix. Employment Card.
  - x. Wage slip of the contractor's workers, and
  - xi. Half yearly return etc.
- b. Minimum Wages Act: Payment of wages will be made as per notification of Minimum Wages notified by Appropriate Govt. time to time.
  - c. EPF Act. You have to comply all provisions of EPF Act & payment of employer's contribution and other charges under the Act.
  - d. Workmen's Compensation Act. : You will be solely and wholly responsible for any accident that may occur during execution of the work and also for injury to the workmen engaged by you. In the event of fatal accident / disability you will have to pay compensation as per Workmen's Compensation Act/Factories Act.
  - e. Payment of Bonus Act.
  - f. Factories Act and Rules.
  - g. Industrial Dispute Act.
  - h. Any other statutory provisions
21. **CONTINGENCY:** Contractor must possess sufficient fund to pay the workers when bills are not paid/passed for reasons whatsoever for at least two months.
22. **CONTRACTORS PERFORMANCE EVALUATION:** In order to have smooth progress of the work, there is a need for contractors who will execute the job in time and as per stipulated specification quality in the Contract. In order to ensure the same, a standard evaluation format has been framed (Refer Bid Form s). The Project Manager of DVC/Engineer-In-Charge will fill in the details as per format enclosed, which is to be signed by the authorized representative of the Contractor (Owner/proprietor/site in Charge). If the contractor refuses to sign, the evaluation of engineer in charge will be final. The performance rating as emerged out will be kept in the system. In case Performance Rating obtained above is "Unsatisfactory" twice consecutively, the Contractor shall not be recommended for issue of tender enquiry for a period as deemed fit not more than 2 years. In case performance of any Bidder in any of the previous Contract of the Employer during the last 2 years is found "Unsatisfactory", the Employer (i.e. DVC) reserve the right to consider the bidder ineligible for participating in this tender and in such case no bidder/intending bidder shall have any claim arising out of such action.
23. **PAYING AUTHORITY:** The Bill is to be raised to the **Sr. Manager (Finance), DSTPS Unified Accounts, DSTPS, DVC, ANDAL, Paschim Bardhaman, W.B. Pin-713512.** duly certified by the concerned Consignee/Engineer in Charge or his authorised representative.
24. **GENERATION OF UNIQUE BILL ID for VENDOR BILL TRACKING:** A self-care vendor bill tracking system has been introduced where vendors have to register themselves and submit their contract related bills online through following link: <https://application.dvc.gov.in/Vendor/Login.jsp>. After submission of the bill, a cover letter containing Unique Bill ID shall be generated which must be submitted to DVC along with other payment related documents in hard copy for processing of Bill.
25. **PAYMENT THROUGH RTGS/NEFT :** All payments to you will be released through RTGS/NEFT only. You must submit the requisite details as asked for payment.
26. **TERMINATION CLAUSE** Termination of contract will be applicable as per Clause No. 17 read with clause sl. No. 24 of OPTIONAL TERMS & CONDITIONS OF CONTRACT of GCC. GCC-2022 is available in DVC web site
27. **SETTLEMENT OF DISPUTES AND 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

n 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.

28. **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.

29. **Any Other Terms and conditions** which are not specifically mentioned in the Terms and conditions of the GeM BID/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:

- i. Letter of Award
- ii. GeM Additional Terms & Condition (ATC)
- iii. GeM General Terms & Condition (GTC)
- iv. DVC'S GCC.

30. **ACCEPTANCE OF CONTRACT:** On issuance of contract, the contractor (L1 bidder), shall acknowledge receipt and convey his acceptance by returning the duplicate copy of this Work Order duly signed with company seal and date within 10 days to the Work Order Issuing Authority and if the acknowledgment is not received in 10 days it shall be presumed that the contractor (L1 bidder) has accepted the complete Contract.

**ध्यान दें:** कृपया 'खरीदार द्वारा अपलोड किए गए एटीसी दस्तावेज़' के अंतर्गत **Buyer uploaded ATC document** पर संलग्न दस्तावेज़ देखें: विस्तृत बोली/एनआईटी दस्तावेज़ों के लिए जिसमें बोली के लिए आमंत्रण (आईएफबी), कार्य का दायरा और नियम व शर्तें, बीओक्यू, नियम व शर्तें, बोलीदाताओं के लिए निर्देश (आईटीबी), अनुबंध की सामान्य शर्तें (जीसीसी) और व्यापारिक लेन-देन पर प्रतिबंध, चेकलिस्ट और बोली प्रपत्र आदि शामिल हैं।

**N.B.:** Please find the attached documents on '**Buyer Added Bid Specific ATC**' under '**Buyer uploaded ATC document**': For detailed Bid/NIT documents which consists of Invitation for Bid (IFB), Scope of Work, BOQ, Terms & Conditions of contract, **Instruction to Bidders (ITB)**, General Conditions of Contract (GCC) & Banning of Business Dealings, Checklist **and Bid Forms** etc.

### 3. 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. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

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. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
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.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

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---**