

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	23-04-2026 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	23-04-2026 12:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Power
विभाग का नाम/Department Name	Contracts And Materials
संगठन का नाम/Organisation Name	Damodar Valley Corporation
कार्यालय का नाम/Office Name	Damodar Valley Corporation
वस्तु श्रेणी /Item Category	Custom Bid for Services - Annual Maintenance Contract for day to day electrical maintenance related to the electrical distribution system as well as DVC residential official buildings and Dam Light for 12 months pertaining to Colony Elect DVC Konar D..
समान श्रेणी/Similar Category	<ul style="list-style-type: none"> Customized AMC/CMC for Pre-owned Products
अनुबंध अवधि /Contract Period	1 Year(s)
टर्नओवर के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Turnover	Yes Complete
टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है / Startup Relaxation for Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3

बिड विवरण/Bid Details

दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 Days
अनुमानित बिड मूल्य / Estimated Bid Value	1866038
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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<p>सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%</p>	<p>15</p>
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1. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
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 as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [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 the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
4. 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 as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
5. 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.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1775037951.pdf](#)

Payment Terms:[1775037954.pdf](#)

GEM Availability Report (GAR):[1775037231.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1775037237.pdf](#)

Project Experience and Qualifying Criteria Requirement:[1775045412.pdf](#)

Custom Bid For Services - Annual Maintenance Contract For Day To Day Electrical Maintenance Related To The Electrical Distribution System As Well As DVC Residential Official Buildings And Dam Light For 12 Months Pertaining To Colony Elect DVC Konar D.. (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Annual Maintenance Contract for day to day electrical maintenance related to the electrical distribution system as well as DVC residential official buildings and Dam Light for 12 months pertaining to Colony Elect DVC Konar Dam
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्ट दस्तावेज /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Gopal Mahato	825315,Office of the DCE (Civil) & H.O.P, DVC Konar Dam, Hazaribag, Jharkhand	Project / Lumpsum Based	N/A

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

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

Description of Service/Supply/works: "Annual Maintenance Contract for day-to-day electrical maintenance related to the electrical distribution system as well as DVC residential, official buildings and Dam Light for 12 months pertaining to Colony (Elect.), DVC, Konar Dam".

A) Scope of Service/Supply/works & Technical Specification is attached in “Vol-IV of Buyer Added Bid Specific ATC” Document.

The agency is to be executed the work as per BOQ items and relevant specification of BIS at the desired location within DVC, Konar Dam Division as per the direction of Engineer in charge. The actual execution of quantity of any item in B0Q may vary during execution of the work within the contract value.

B) Instruction to Bidder: - As per Vol-II of “Buyer added Bid Specific ATC documents” attached below.

C) BOQ/Items: As per GeM bid document:

Sl.no.	Category/ITEM/TASK	Unit/ Quantity	
1	1 Set = “Annual Maintenance Contract for day-to-day electrical maintenance related to the electrical distribution system as well as DVC residential, official buildings and Dam Light for 12 months pertaining to Colony (Elect.), DVC, Konar Dam”.	01 Set	Project/ Lumpsum Amount

SCOPE of Service/Supply/works

1. All types of general electrical maintenance, Dam Light.
2. Electrical maintenance (Both Preventive & Breakdown) of DVC residential quarters, public buildings like Schools, Community Hall, official buildings, Hospital, Govt. offices, SISF Camp, park etc.
3. Preventive & Breakdown maintenance of defects in distribution boards, switchboards, wiring, Kit-Kats, switches, sockets, fans, tube lights, service mains, holders, main switches/MCCB (up to 200 Amp.), timer switch, checking & making continuous of earthing system etc.
4. Attending Breakdowns like complete power failure or partial power failure of individual, Community Hall, official buildings, Hospital, Govt. offices, SISF Camp, park etc.
5. Checking & rectification of power supply circuits, main switches, changeover switches, HRC fuses etc. for normalization of power supply.
6. Attending round the clock power supply to hospital, IB, office, colony etc.
7. Maintenance of streetlights & public illumination system.
8. Assistance in replacement of 11KV/415V transformers.
9. Maintenance of 11 KV & 415 V overhead line.
10. Maintenance of Cables.
11. Minor maintenance of Transformer (100/250 KVA).
12. Any other work of common nature, which is not specifically mentioned here but required for improvement of safety, reliability and beautification etc. for system which shall be under the preview of township electrical maintenance.
13. Cable lugs checking & replacement of damage lugs.
14. Preventive Maintenance of gang switches.
15. Cable connection /disconnection (11 KV/415V, XLPE cable).

16. Cable laying, shifting, connection/disconnection during feeder changeover/ fault at transformer side as well as feeder side.
17. Maintenance of 11 kV overhead /cable supply lines. Sagging, jumper connections L A connections replacement of insulators, conductors etc.
18. Other miscellaneous work including fitting / maintenance / replacement of electrical gadgets etc.
19. Repairing of unfunctional Dam Road streetlight including cleaning of carbon from the junction box and refixing of same. Repairing / replacement of Driver for the unfunctional Dam Road streetlight.
20. Erection/commissioning of 11 KV disc insulator/Pin Insulator for 11 KV overhead lines with galvanized insulator fittings, ball and socket type and complete with galvanized strain clamps, bolts, nuts, washers etc.
21. Erection / Installation, Commissioning and Construction of Earth Pit of 300 mm bore up to 10 ft. deep along with installation of min.80 mm dia NB, Heavy duty & 3 meter long safe Chemical Earthing Electrode with 2 bags (each of 50 Kg) backfilling (Earth enhancement material) compound with earth pit chamber, Bus Bar Installation & providing CI cover and testing each Earth Pit.
22. Installation of 500 mm x 100 mm x 10 mm GI Earth Bus with minimum 12 nos. 6 m dia SS Nut bolts with spring washers with supporting insulator & nut bolt.

List of Tools/ Equipments/ Means of transport etc. that to be provided by the contractor.

- i. Conveyance to the workers for attending the breakdown.
- ii. Ladders (02 nos. small length & 01 nos. big length).
- iii. Megger (500V -1 No., 1000V- 1 No.).
- iv. Multimeter (2 No.) & Clamp meter (1 no)
- v. Tools like wrench, screwdrivers, testers, Pipe/slide wrench to all of semi skilled & supervisor etc.
- vi. Emergency Lights (Big-2 no. & small 9 nos.).
- vii. Other as per the requirement.

D) Buyer Added Bid Specific Terms & Conditions:

i) **PRICE BASIS:**

The Contract Price shall be VARIABLE during the entire execution of the Contract. It will be governed by Price Variation Clause (PVC): -

Where, $W1 = W0 * (F + Lb * L1/L0)$

Price Variation Clause

	Particulars	Calculation	Value
W	Additional amount payable / receivable under PVC	$W = W1 - W0$	
W1	To be calculated (Adjusted/Updated Contract price for making payment)	$= W0(F + (Lb * L1/L0))$	
W0	Base contract price as per the Work Order/Contract,		

F	Fixed portion of the contract (i.e. considered as 0.1078 the instant tender),		0.1078
Lb	Labour portion of the contract (i.e. considered as 0.8930 in the instant tender)		0.8930
L0	Minimum labour wage of base period		
L1	Minimum labour wage of current period		

1. Base period will be date of submission of bid.
2. For calculation of increase or decrease (W), minimum central wage (L1 & L0) for unskilled labour will be considered.
3. The evaluation shall be applied both way i.e. +ve or -ve.
4. Central Wage component for this purpose will be (Basic + VDA), Bonus (@8.33 % of Basic + VDA), EPF, ESI, Retrenchment Benefit (@ 4.92% of Basic + VDA), Annual Leave Payment (@ 5% of Basic + VDA), Holiday payment.
5. However, The Contractor is required to pay all the Statutory components of Central Wages & as well as non-statutory components of wages as applicable.

ii) **TAXES, LEVIES AND DUTIES shall be as below:**

- (a) Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies, cess, etc. and charges assessed on the Contractor, its Subcontractors or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside of the country where the Site is located.
- (b) All taxes, duties, levies, royalties, fees, cess, etc in respect of the works, supply and all other services to be done by the Contractor as per the specifications of Bidding Documents and also taxes, duties, cess & levies as may be applicable on the materials used for the works, supply shall be to the contractor's account & included in the Contract Price. **The Contract price shall be inclusive of P&F Charge, Freight, GST & all other taxes, duties, levies, royalty, cess, fees etc. on FOR Destination Basis to the consignee location.**
- (c) However, if DVC pays any taxes, duties, levies, cess, etc directly to the concerned statutory authorities, the same will be deducted from contractor's bill.
- (d) Any changes in rate of GST and any new taxes, duties, levies, cess, etc. as imposed by statutory bodies after the last date of bid submission on the direct transactions between DVC and the Manufacturers/ Contractors/Service Providers /Suppliers will also be to the account of DVC as per rate ruling.

iii) **MODE OF DESPATCH & PLACE OF DESPATCH / PREMISES AREA FOR SERVICES**

The agency is to be executed the work as per BOQ items and relevant specification of BIS at the desired location within DVC, Konar Dam Division as per the direction of Engineer in charge. The actual execution of quantity of any item in B0Q may vary during execution of the work within the contract value.

iv) **CONTRACT PERIOD:**

"Contract Period" for the entire work under Supply Order (s) / Work Order (s) as per scope of work with BOQ & Technical specification shall be 365 days (12 months) from date of commencement of the work.

"Date of commencement of the work" shall mean the date on which this Agreement shall come into force.

v) **TRANSIT INSURANCE:** NOT APPLICABLE for instant tender.

vi) **PAYMENT TERMS:**

A. TERMS OF PAYMENT:

1. Payment shall be made after fulfilling all the following conditions by the Bidder:

- (i) Acceptance of Letter of Award (LOA).
- (ii) Acceptance of Performance Security in respect of the Contract as per clause no. (VII) of ATC (if applicable).

2. The payment terms shall be as below:

(i) Ninety Five percent (95%) of the price component will be made on pro-rata item rate basis against progressive work on certification by the concerned Engineer-in-Charge of DVC for the work done with full GST (i.e. GST on total RA bill).

(ii) Remaining Five Percent (5%) of the total Contract Price (retention money) on successful Completion of entire scope of work as per the Contract and its Certification by the concerned Engineer-in-Charge of DVC.

Note:

- a) The agency has to submit bills in triplicate duly pre-receipted in original subject to prior acceptance of SDPG.
- b) All payments to the vendors will be released through RTGS/NEFT only.
- c) GST as applicable will be charged separately in the said bill as per GOI norms.
- d) Actual payment of the Workers & Supervisors shall be made by the agency as per prevailing norms. The agency shall at its own cost comply with the provisions of all laws, rules, orders and regulations and notifications whether Central or State or Local if applicable to him or to this Agreement from time to time. These Acts/Rules include, without limitations are the following:
 - i. The Minimum Wages Act, 1948 & Rules and Orders and Notifications issued there under from time to time
 - ii. The Contract Labour (Regulation & Abolition) Act, 1970 with Rules, Orders and Notification made there under;
 - iii. The Industrial Disputes Act, 1947 with Rules, Orders and Notifications issued there under from time to time;
 - iv. The Workmen's Compensation Act, 1923 with Rules, Orders and Notifications there under issued from time to time;
 - v. The Payment of Gratuity Act, 1972 with Rules, Orders and Notifications issued there under from time to time;
 - vi. The Payment of Wages Act, 1936 with Rules, Orders and Notifications issued there under from time to time;
 - vii. The Employees' Provident Fund and Miscellaneous Provisions Act, 1952 with Rules, Orders and Notifications issued there under from time to time;
 - viii. The Employees State Insurance Act, 1948 with Rules, Orders and Notifications issued there under from time to time.
 - ix. All other Acts/Rules/Regulations, Bye-laws, Order, Notifications etc. already in vogue or may be enacted in future by the legislation or present or future Applicable to the Party of the Second Part from time to time for performing the aforesaid services. The agency shall produce the requisite Compliance report to DVC from time to time or as prescribed in the above mentioned law

B) PAYMENT PROCEDURES:

The Procedures to be followed in making application for, certifying and making payments shall be as follows:

1. Payment Schedule

1.1 Running bills (RA Bills) on the basis of periodic measurement shall be submitted by the Contractor to the concerned Executive-in-Charge of DVC, who shall, after necessary checking, forward the same to the Accounts Officer for arranging payment.

2. Due Dates for Payment

Employer will make progressive payment as and when the payment is due as per the Terms of Payment. Progressive payment will become due and payable by the concerned Engineer-in-Charge of DVC within fifteen (15) days from the date of receipt of Contractor's bill/invoice/debit note by the Employer, provided the documents submitted are complete in all respective payment etc.

3. Mode of Payment

The payments shall be made direct to the Contractor by the Employer and no L/C shall be established by the Employer for such payments. Wherever technically feasible, such payments shall be made electronically only as per details of Bank Account indicated in the contract. In case of any changes to the bank account indicated in the contract, the contractor shall immediately inform the employer. The Contractor shall hold the employer harmless and employer shall not be liable for any direct, indirect or consequential loss or damage sustained by the bidder on account of any error in the information or change in Bank details provided to the employer in the prescribed form without information to employer duly acknowledged.

4. GST shall be reimbursed/ paid extra at actual as per prevailing rate limited to as quoted against submission of documentary evidence. The prevailing rate of GST shall be verified from relevant Govt. of India portal.

5. IT & other taxes, as applicable will be deducted from the bill as per rule

EPF & ESI:

- EPF & ESI clauses shall be applicable as per Govt. rules.
- However, the contractor has to obtain EPF & ESI clearance from DVC on quarterly basis. For obtaining EPF & ESI clearance for all the preceding three months, the contractor has to submit a letter to "The Sr. Manager/Divisional In charge, DVC, Maithon" with the following documents as enclosure within 15th day of succeeding month.
 - a. Attendance Sheet jointly signed by DVC & Contractor's representative on daily basis.
 - b. EPF Combined Challan.
 - c. EPF Remittance Slip.
 - d. ESI Challan
 - e. Wages Sheet / Muster rolls.
 - f. Bank payment receipt of worker
 - g. Compliance form (format will be provided by DVC)

vii) **SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE:**

For procurement up-to Rs. 1 Crore, security deposit shall be recovered as Pro-rata deduction @ 3% from the RA bills and it will be released after Performance Guarantee period.

viii) **AGREEMENT CLAUSE:**

Contracts shall be executed as per format attached in Bid Forms & Procedures (BFP) after receipt and verification of the requisite performance security (wherever applicable). The said agreement will be duly signed by the authorised representative of DVC (i.e. Indenting Dept.) and authorised signatory of Supplier/Contractor/ Service Provider/Consultant.

Within 7 days from the date of issue of 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 PO/Work Order. If both parties simultaneously sign the contract across the table, further acknowledge

dgement 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 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 re-tender such defaulting Bidder will not be allowed to participate.

ix) **L.D CLAUSE:**

As per General Terms & Conditions of GeM.

- a) The Contractor shall commence work on the Facilities as per Letter of Award. The Contractor shall thereafter proceed with the Facilities in accordance with the time schedule specified in Time Schedule to the Contract Agreement/Delivery Period.

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, until actual delivery or performance, as pre-estimated damages not exceeding 5% of the total contract value without any controversy/dispute of any sort whatsoever. However, in case of inordinate delay maximum deduction shall be 10% of the total contract value.

In cases, where the works/supply/services extend beyond the contractual completion schedule/delivery period and provisional extension order is issued without deciding on the application of LD, no amount from the RA bill will be deducted as "withheld LD" amount in case where adequate retention payment (over and above SD) remains with DVC as per terms of the contract.

- b) Alternatively, the Purchaser reserves the right to purchase / outsourced the material / spares / equipment / works / service from elsewhere at the sole risk and cost of the Vendor and recover all such extra cost incurred by the Purchaser in procuring the material/ works/service by the above procedure.
- c) Alternatively, Purchaser may cancel the Order / Contract completely or partly without prejudice to its right under the alternatives mentioned above.
- d) In the event of recourse to alternative (a) & (b) above, DVC will have the right to re - purchase / outsource the works to meet the urgency in requirement caused by Vendor's failure to comply with the schedule of completion of the work irrespective of the fact whether the works are similar or not.'

x) **RISK AND PURCHASE CLAUSE:**

As per the provision of Vol-II: ITB under **Buyer Added Bid Specific ATC** of Bid Document.

xi) **QUALITY ASSURANCE PLAN:** As per GCC.

xii) **GUARANTEE / WARRANTY/DEFECT LIABILITY PERIOD:**

The work executed shall bear the guarantee for a period of 06 (Six) months from the date of completion of the work.

xiii) **INSPECTION /Checking/Test:**

INSPECTION/CHECKING/TESTING/STANDARDS shall be as per the Technical Specification/Scope of work under Volume-IV -Section-I of this Bidding Documents at DVC Side by Executive-In-Charge or his representative.

xiv) **SUB-LETTING & ASSIGNMENT:** No subletting is allowed in the instant tender

xv) **CONSIGNEE/ ENGINEER-IN- CHARGE WITH ADDRESS:**

Consignee as per GEM---: Manager (Civil), DVC Konar Dam, T.K. DIVISION, District-Hazaribagh, Jharkhand-825315
ENGINEER-IN- CHARGE: DGM(Civil), T K Division, DVC Konar Dam, District-Hazaribagh, Jharkhand-825315

xvi) **PAYING AUTHORITY:**

General Manager (Finance), Unified Accounts, DVC, Mejia Thermal Power Station, P.O. MTPS, District Bankura, West Bengal, 722183.

DVC Jharkhand **GST No: 20AABCD0541M1Z5**, DVC West Bengal **GST No:19AABCD0541M1Z0**.

Bill / Invoice to be submitted by the supplier to the Consignee/ Engineer-In-Charge, along with all necessary documents (e.g. Copy of GST Invoice / Copy of Despatch Clearance if applicable/ Copy of receipted challan for materials if applicable, if any etc.).

xvii) **PENALTY CLAUSE:** Not applicable for instant tender.

xviii) **TERMINATION:** As Per the Clause of the clause no. 24 of Optional terms & condition of Contract of GCC.

xix) **FORCE MAJEURE:** As Per the Clause No. 16 of GCC.

xx) **BILL TRACKING SYSTEM:**

It has been advised to the bidders that all the bill/invoice (digitally signed by signatory authority) related to P.O./W.O. must be processed through DVC Portal with following link <https://www.dvc.gov.in/billtracking/vendor/login>. Detailed guidelines related to Vendor Registration & Processing of Bill for Vendor Bill Tracking are available in the DVC portal under PROCUREMENT. (under PROCEREMENT tab of DVC homepage <https://www.dvc.gov.in/>).

The Vendors on award of contract need to register themselves & submit their contract related bills online. 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 hardcopy.

xxi) **EPF & ESI PROVISION:** As per Govt. of India rules.

xxii) **Price Break UP:**

Final Price break-up submitted by Techno-commercially & NIT complied L1 bidder on opening of price part shall be part of the contract.

xxiii) **Upon completion of work**, the last invoice will be treated as "Final Bill" and the firm has to obtain NOC (No Objection Certificate) from HR, Deptt, DVC, Maithon, in prescribed format of DVC. The final invoice will only be released upon compliance of all statutory requirements, as applicable.

xxiv) **GOVERNING LAWS:**

The Contract shall be governed by and interpreted in accordance with laws in force in India. The Courts of Kolkata shall have exclusive jurisdiction in all matters arising under the Contract.

xxv) **SETTLEMENT OF DISPUTES AND ARBITRATION:**

xxvi) As per Clause no. 20 of Additional terms & Conditions of contract of GCC.

xxvii) The contractor must ensure compliance to the CLIMS system (if applicable). The contractor should submit the following along with monthly RA bills:

- a) Proof of payment of workers,
- b) EPF/ESI contribution payment challans,
- c) CLIMS attendance reports,
- d) Various registers applicable under applicable labour laws and
- e) any other document(s) as sought by DVC.

xxviii) **ACCIDENT:** In case of any accident of your workman, the contractor has to arrange necessary prima facie requirement immediately after the incident. DVC shall no way be responsible to compensate your workman, be it on duty or not. No benefit in any form is admissible in such case.

xxix) **Compliance of all Laws, Rules etc.:** It is obligatory on the part of the contractor for strict

compliance 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.

xxx) **DEPARTMENTAL DIRECTIONS:** All other relevant rules and directions issued from time to time by the department shall have to be complied.

xxxii) **SAFETY:** The party must ensure adequate supervision of work for compliance of necessary safety measures. The party shall have to follow all safety rules at the time of execution of work. All safety equipment as required during execution of the contract shall be supplied by the party to the workers without any extra cost to DVC. DVC shall be in no case responsible and liable for any accidents or incidents. DVC shall have no responsibility for any damage of equipment of the party by destruction or otherwise for any reason whatsoever and shall have no liability to pay any compensation to the person(s) including the operators/helpers and other staff of the equipment being involved in any accident. The party shall take full responsibility on all such matters including abiding by the statutory requirements by law.

xxxii) **Other Specific Terms & Conditions:**

- 1) Manpower requirement of colony electrical maintenance may be covered by engaging different category of workers which as follows:
 - a) Semiskilled- 02
 - b) Unskilled- 02

According to requirements. However, this will be the work contract and deployment, and arrangement of labor depends upon the quantum of work & timing as per the requirement of DVC, for which no additive cost (if any) pay by DVC.

- 2) The price variation clause also incorporated as per office order no. HQ/ED(C&M)/OM/480 dated 15.06.2017. Declared fixed cost is 10.78 % and variable cost 89.3 % of estimated/ quoted value.
- 3) In case of total failure of power in any area it has to be attended as early as possible 24x7.
- 4) The timely payment to the worker is essential irrespective of DVC payment. The payment shall be done by 07th day of succeeding month through bank only.
- 5) Personnel engaged by the contractor should be capable of doing the maintenance job as per the requirement. They should have prior experience in similar nature of job including installation of electrical equipment's or lighting arrangement preferably in township or colonies of the other industries.
- 6) The contractor has to take care all possible safety of the staff deployed. It will be a binding on the contractor to attend any accident/ mis-happening at any time on getting information.
- 7) In no case the contractor will appoint/ engage any sub-contractor/agency for undertaking the maintenance work partial/ fully without the notice/ approval of DVC.
- 8) Consumable like PVC tapes, empire tapes, screws, nut & bolts, drill bits, white grease cotton waste fuse wires etc. required for day-to-day maintenance jobs will have to be supplied by contractor at their own cost. Contractor will have to maintain sufficient stock of consumable all the time round the clock.
- 9) In case of theft/pilferage of equipment's the same shall be reported to DVC by the contractor immediately after detection.
- 10) Contractor has to arrange their own transport for attending day to day maintenance/ failure and accident if any.
- 11) Before taking over the site the contractor has to arrange all the tools and tackles as per enclosed list and the same should be authenticated by the Engineer-in-charge.
- 12) Accommodation may be provided on chargeable basis, subjected to availability.
- 13) The contractor must arrange aluminum self-supporting ladder for domestic maintenance & street lighting maintenance purpose.
- 14) Personnel engaged by the contractor must be provided with all necessary safety gadgets and protection gears. Responsibility of ensuring safety of personnel engaged in works lies with the contractor.
- 15) DVC administration will not be responsible for any loss or damage and theft of the contractor's materials, equipments, tools & plants etc.
- 16) If the contractor fails to perform satisfactorily of a particular job or part, there of DVC has as the authority to get the particular job done by engaging another agency at risk and c

- ost of the contractor.
- 17) If the contractor fails to attend the maintenance work satisfactorily, DVC may terminate the contract by serving 30 (thirty) days advance notice and can have the work executed by engaging another agency at the risk and cost of the contractor.
 - 18) Any additional manpower required to execute the said works is under the scope of firm without inclusion of extra cost to DVC.
 - 19) All statutory payments provisions and all the EPF rules as applicable to the workmen engaged by them will be binding upon the contractor. DVC will no way be responsible for the same whatsoever. Facilities of medical treatment of the employees of the contractor may only be provided in DVC's Hospital subject to availability. The charges as applicable are to be borne by the contractor.
 - 20) Contractor must have a valid electrical license.
 - 21) Proper care should be taken by the contractor during execution of the work order for the safety of DVC properties. If any damaged is caused by the contractor's workers in this respect contractors shall be liable to repair or replace the same at their own cost.

xxxiii) Bidders are requested to go through Bid document comprising following of documents before submission of offers in GeM Portal.

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- a) **GeM's Bid Document.**
- b) **Buyer Added Bid Specific Terms and Conditions.**
- c) **Buyer Added Bid Specific ATC.**
 1. **Vol-I:** Invitation for Bids (IFB),
 2. **Vol-II:** Instructions to Bidders (ITB)
 3. **Vol-III:** General Conditions of Contract (GCC) and Debarment Policy
 4. **Vol-IV:** Scope of Work, Technical Specification, Drawing, QAP (if applicable) and Other Terms & Conditions
 5. **Vol-V:** Bid Forms and Procedures (BFP)
- d) **GeM's General Terms and Conditions.**

NOTE:

1. **Buyer Added Bid Specific Terms and Conditions** as above and all other terms and conditions of **Vol-I: Invitation for Bids (IFB), Vol-II: Instructions to Bidders (ITB) & Vol-I V: Scope of Work, Technical Specification, Drawing, QAP(if applicable) , Other Terms & Conditions and Vol-V: Bid Forms and Procedures (BFP)** shall supplement/amend the corresponding clauses of DVC's General Conditions of Contract (GCC). Wherever there is any conflict, the provisions in Buyer Added Bid Specific Terms & Conditions and all other terms & conditions of **Vol-I: Invitation for Bids (IFB), Vol-II: Instructions to Bidders (ITB) , Vol-IV: Scope of Work, Technical Specification , Drawing, QAP(if applicable) and Other Terms & Conditions** and **Vol-V: Bid Forms and Procedures (BFP)** shall prevail over those in the DVC's GCC. (Copy of GCC attached in Volume-III of Buyer Added Bid Specific ATC" Document.-**click on the link to download the file & also attached at Buyer added Bid specific SLA**)
2. Other Terms & Conditions shall be covered as per the General terms & conditions (GTC) of GeM & General Conditions of Contract (GCC) of DVC which are not specifically mentioned in the Bid Document.
3. If there is any conflict between General terms & conditions (GTC) of GeM and the General Conditions of Contract (GCC) of DVC, then General Terms & Conditions (GTC) of GeM shall prevail over General Conditions of Contract (GCC) of DVC.

xxxiv) Submission of Documents: As per formats given in "Vol-V: Bid Forms and Procedures (BFP)" & Check List of "Buyer Added Bid Specific ATC" Document.

xxxv) Exemption in eligibility criteria for start-up vendors / MSE vendors

- a) Exemption in respect of "**Past Experience**" means exemption for Clause **A (2)** only of Qualifying Requirements on Technical Capability.
- b) Exemption in respect of "**Turnover**" means exemption for **Clause B (a)** only of Qualifying Requirements on Financial Capability.

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Requirement to meet eligibility criteria for Start-up/ MSE Vendor:

- a) Meeting quality and technical specifications means executed work order in support of “similar work” to be furnished.
- b) Relaxation in eligibility criteria for start-up / MSE shall be applicable as stated above clause C (a) & (b) only. Any other clause for relaxation in eligibility criteria mentioned elsewhere in the NIT shall not be considered.

Please click on the below given link to open “Buyer Added Bid Specific ATC” Document. (please go through it).

3. Buyer Added Bid Specific ATC

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

4. Buyer Added Bid Specific SLA

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

5. Buyer Added Bid Specific Scope Of Work(SOW)

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

अस्वीकरण/Disclaimer

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.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), 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 सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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।/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.

---धन्यवाद/Thank You---