



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2025/B/6269203
Dated/दिनांक : 30-05-2025

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	25-06-2025 19:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	25-06-2025 19:30:00
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
क्रैता ईमेल/Buyer Email	rahul.592501@dvc.gov.in
Item Category/मद केटेगरी	Custom Bid for Services - CONTRACT FOR PAINTING OF DIFFERENT EQUIPMENT AND PIPELINES UNDER TG AUXILIARIES U1to6
Similar Category/समान श्रेणी	<ul style="list-style-type: none">Professional Painting Service
Contract Period/अनुबंध अवधि	1 Year(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	Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
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

Bid Details/बिड विवरण

Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	5 Days
Estimated Bid Value/अनुमानित बिड मूल्य	INR 409027
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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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 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.
2. 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.
3. 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.

4. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

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

Price break up i.r.o. CONTRACT FOR PAINTING OF DIFFERENT EQUIPMENT AND PIPELINES UNDER TG AUXILIARIES - [1748407122.xlsx](#)

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Instruction To Bidder:[1748406806.pdf](#)

Scope of Work:[1748005268.pdf](#)

Payment Terms:[1748005275.pdf](#)

Quantifiable Specification / Standards of The Service/ BOQ:[1748005350.pdf](#)

Project Experience and Qualifying Criteria Requirement:[1748005356.pdf](#)

GEM Availability Report (GAR):[1748406826.pdf](#)

Any other Documents As per Specific Requirement of Buyer -1:[1748005442.pdf](#)

Any other Documents As per Specific Requirement of Buyer -2:[1748005557.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1748005569.pdf](#)

Buyer's Competent Authority Approval:[1748407216.pdf](#)

Penalties:[1748407229.pdf](#)

Custom Bid For Services - CONTRACT FOR PAINTING OF DIFFERENT EQUIPMENT AND PIPELINES UNDER TG AUXILIARIES U1to6 (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	CONTRACT FOR PAINTING OF DIFFERENT EQUIPMENT AND PIPELINES UNDER TG AUXILIARIES U1to6
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Akash Roy	722183,Mejia Thermal Power Station (MTPS), Damodar Valley Corporation (DVC), Mejia, Bankura, 722183	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

Name of Tender : CONTRACT FOR PAINTING OF DIFFERENT EQUIPMENT AND PIPELINES UNDER TG AUXILIARIES (U#1-6)

01. Price basis: Rate shall remain FIRM throughout the contract period. Estimated bid value shown above is exclusive of GST.

02. PRICE BID DISCLOSURE: If any price component related to subject NIT in full or in part is exposed and found with its techno-commercial offers, the offer shall outrightly be rejected and will not be considered further.

03. CANCELTION/ SHORT CLOSURE:

The Owner may terminate/short close the contract, by not less than 30 days' written notice to the bidder, to be given after occurrence any of the events specified in the Sl. No. (a) to (e) of this clause and 60 days in the case of the event referred to Sl. No. (f), (g) & (h) below:

- The Vendor fails to comply with any of the terms of the Order or the bidder do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Owner may have subsequently approved in writing.
- The Vendor becomes bankrupt or goes into liquidation.
- If as a result of Force Majeure, the Bidder is unable to supply a material for a period of not less than 60 days.

- d) If the Bidder, in the judgment of the Owner has engaged in corrupt or fraudulent practices in competing or in executing the Contract. For the purpose of this clause.
- e) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
- f) "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Owner.
- g) The vendor is otherwise precluded from complying with any of the terms of the order on account of any directives of any lawful authority.
- h) If the Owner, at its sole discretion, decides to terminate this Contract.
DVC reserves the right not to issue/accept tender documents to any intending bidders with whom DVC has stopped entering into business by virtue of policy decision.

04. Agreement: Within 7 days from the date of issue of LOA/PO/Work Order, DVC will send the agreement (wherever applicable) to the Supplier for signature, incorporating all agreements between the parties for execution. 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. The Supplier/Contractor/ Service Provider/ Consultant should acknowledge and unconditionally accept, sign, date and return the agreement within 14 days from the date of issue of LOA/PO/Work Order. Such acknowledgements may not be required in low value contracts, below Rupees two and a half Lakh or when the 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, 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. 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 Note: for Procurements of Works:- In respect of contracts up to Rupees 10 lakh, where tender documents include the General Conditions of Contract (GCC), Special Conditions of Contract (SCC) and scope of work, the letter of award will result in a binding contract. In respect of contracts with estimated value more than Rupees 10 lakh, a contract document should be executed, with all necessary clauses to make it a self-contained contract. If, however, these are preceded by Invitation to Tender, accompanied by GCC and SCC, with full details of scope and specifications a simple one-page contract can be entered into by attaching relaxation regarding time frame for execution of contract agreement.

05. Limitation of Liability : Except in cases of Criminal Negligence or wilful misconduct,

(i) The Contractor and The Employer shall not be liable to the Other Party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or Interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer

AND

(ii) The aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement, copy right, workman compensation.

06. Risk Purchase Clause: The Employer reserves the right to purchase/ take service & works from elsewhere at the sole risk and cost of the Contractor and recover all such extra cost incurred by the Employer in procuring the material, service and works. The procedure to be followed is given below:
- a) After the expiry of the specified date of completion period, if the Contractor fails to complete the work a notice will be given to the Contractor for completing the work immediately. b) If the Contractor fails to complete the work, a final risk and cost notice will be served to the Contractor or by registered post with A/D, clearly indicating that if he fails to complete the work within 7 days of the receipt

ipt of the letter, the same shall be outsourced from other sources at the risk and cost of the Contractor. c) The existing order has to be closed and action will be initiated by the Employer for procurement / completion of work & services of the balance items/ portion. While taking such action the defaulting Contractor may be given an opportunity against fresh enquiry/limited tender. d) If it is found that price has come on the higher side then the difference between the original price and the new price will be recovered from the Contractor. e) For the purpose of recovery of the amount, unpaid amount / security deposit by the way of BG as provided by the Contractor will be adjusted first. If there is any balance left to be recovered, the Contractor should be informed to deposit the money at the earliest. f) If he fails to deposit the balance amount no further enquiry will be given as per bidding procedure of DVC. 10 / 14 g) In case the amount is considerable, legal action may be considered by the Employer. Alternatively, the Employer may short close the Order stating the reason for not resorting to risk purchase clause. In the event of recourse to alternatives as mentioned above, the Employer will have the right to re-purchase the stores or complete the work, to meet urgency in requirement caused by Contractor's failure to comply with the completion of the work or services irrespective of the fact whether the work/ services are similar or not.

07. Security Deposit : Not applicable for contract value less than Rs 5 lakh.

08. GCC: All other terms and conditions which are not specifically stated herein shall be applicable as given in General Conditions of Contract (GCC) of DVC. For General Condition of contract kindly log on to DVC's Website- www.dvc.gov.in.

09. Bid Validity : (i) Bids shall remain valid for a period of 180 days from the closing date prescribed by the Employer for the receipt of bids. A bid valid for a shorter period shall be rejected by the Employer as being nonresponsive. (ii) In exceptional circumstances, the Employer may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made by e-mail. If a Bidder accepts to extend the period of bid validity, the validity of bid security shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

10. OBLIGATIONS OF THE PARTY OF THE SECOND PART i.e. CONTRACTOR

A. The Party of the Second Part shall provide services as agreed upon and set out in Schedule II for the term of the Agreement or until it is terminated in accordance with the clauses of this Agreement.

B. The Party of the Second Part shall obtain at his own cost necessary permits or licenses etc as required under the various laws whether Central, State or Local from time to time for performing and rendering services and the Party of the First Part shall not take any liability whatsoever in this regard.

a. The Party of the Second Part has to obtain licenses/permits etc as applicable as mentioned above within a time period of fourteen days of signing this Agreement, failing which this Agreement shall stand unilaterally terminated .

b. If the licenses/permits e.t.c. obtained by the Party of the Second Part are revoked and/or suspended and/or cancelled by the authority concerned and/or become invalid, the Agreement shall stand unilaterally terminated.

C. The Party of the Second Part shall at its own cost comply with the provisions of all laws, rules, orders and regulations and notifications whether Central or State or Local as applicable to him or to this Agreement from time to time. These acts/Rules include, without limitations the following:

a. The Minimum Wages Act, 1948 & Rules and Orders and Notifications issued there under from time to time

me;

b. The Contract Labour (Regulation & Abolition) Act, 1970 with Rules, Orders and Notification made there under;

c. The Industrial Disputes Act, 1947 with Rules, Orders and Notifications issued there under from time to time;

d. The Workmen's Compensation Act, 1923 with Rules, Orders and Notifications there under issued from time to time;

e. The Payment of Gratuity Act, 1972 with Rules, Orders and Notifications issued there under from time to time;

f. The Payment of Wages Act, 1936 with Rules, Orders and Notifications issued there under from time to time;

g. The Employees' Provident Fund and Miscellaneous Provisions Act, 1952 with Rules, Orders and Notifications issued there under from time to time;

h. The Factories Act, 1948 with Rules, Orders and Notifications issued there under from time to time;

i. The Employees State Insurance Act, 1948 with Rules, Orders and Notifications issued there under from time to time.

j. 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 Party of the Second Part shall produce the requisite Compliance Report to the Party of the first Part from time to time or as prescribed in the abovementioned laws.

D) The Contractor shall undertake the services as per details given in Schedule II attached to this Agreement. The Contractor shall also comply with other instructions, if any, given in writing by the authorized representative of DVC to the Contractor or to his authorized representative for performing the aforesaid services.

E) The performance of service by the Contractor shall be of highest order/standing and competence and as described in Schedule II.

F) DVC may terminate this Agreement if the performance of services by the Contractor is not up to specified standard and if the Contractor fails to comply with the laws mentioned hereinbefore. The decision of DVC in this respect shall be absolute and final.

11. Contract Period: The Contract Period should be valid for 365 days from the date of issuance of Work Order.

- 12. Completion Period:** The completion period is 240 days from the date of commencement of work. The vendor has to complete the work within time period by engagement of adequate no. of manpower as instructed by Engineer-in-Charge or his representatives.
- 13. Defect liability :** 6 months from the date of completion of work. Within this period if any defects occurred due to bad workmanship then the same will have to be done by the Contractor at free of cost
- 14. Sub-letting:** The Contractor shall not sub-let or assign any part of the contract to any other vendor/agency. Any assignment, transfer or sub-letting shall be void.
- 15. Penalty/LD Clause:** Adequate no. of Manpower should be arranged by the Contractor for finishing the job on time. Any delay which is not attributable to DVC, will be counted against the scheduled completion period and Penalty shall be applicable @ 0.5% per week of delay and / or part thereof, subject to a maximum of 5% of the Work Order value.
- 16. Safety Clauses:**As per GCC.
- 17. VENDOR BILL TRACKING (VBT) SYSTEM:** A self-care vendor bill tracking system has been introduced under web URL: <https://application.dvc.gov.in/Vendor/> where vendor has to register themselves and submit their contract related bills online. Contractor/Vendors will be required to upload digitally signed bill with requisite documents as per WO/PO/Agreement through VBT portal only. Helpline Contact Details: IT Officer-Shri Kumar Nitish, email id:Kumar.nitish@dvc.gov.in,Ph-9308531221,Nodal Officer Shri Parshuram Jha ,e-mail id:Parshuram.jha@dvc.gov.in ,Ph: 9798717400..

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.
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 are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

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---