

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687735093978

अनुबंध तिथि | Contract Generated Date : 13-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4193625](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्ररूप Type : Central PSU मंत्रालय Ministry : Ministry of Power विभाग Department : Contracts and Materials संगठन का नाम Organisation Name : Damodar Valley Corporation कार्यालय क्षेत्र Office Zone : Damodar Valley Corporation	पद Designation : SDE E C and M Maithon संपर्क नंबर Contact No. : - ईमेल आईडी Email ID : kavita.kaushik@dvc.gov.in जीएसटीआईएन GSTIN : - पता Address : Office of the Chief Engineer, C&M Department, Damodar Valley Corporation (DVC), Maithon, Dhanbad, DHANBAD, JHARKHAND-828207, India

वित्तीय स्वीकृति विवरण Financial Approval Detail	भुगतान प्राधिकरण विवरण Paying Authority Details
आईएफडी सहमति IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval : Sr. GM(E) वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : Sr. Manager(F)	भुगतान का तरीका Role : PAO भुगतान का तरीका Payment Mode : Offline पद Designation : Senior Manager Finance 1 Maithon ईमेल आईडी Email ID : satyakam@dvc.gov.in जीएसटीआईएन GSTIN : - पता Address : Unified Accounts Wing, Combined Building, Damodar Valley Corporation (DVC), Maithon, Dhanbad, Dhanbad, JHARKHAND-828207, India

परोक्षिती विवरण Consignee Details		सेवा विवरण Service Description
क्र.सं. S.No	परोक्षिती नाम & पता Consignee Name & Address	
1	संपर्क Contact : - ईमेल आईडी Email ID : dharmendra.prasad@dvc.gov.in जीएसटीआईएन GSTIN : - पता Address : GOMD-I and SLDC Office, Damodar Valley Corporation, 31/1 Andul Road, P.O- Danesh Seikh Lane, Dist- Howrah, HOWRAH, WEST BENGAL-711109, India	Custom Bid for Services - Integrated AMC ARC of DVC Switch yard consumer end switchyard looks after by DVC along with Operational Assistance in different Substation under GOMDI for a period of 02 Two year

सेवा प्रदाता विवरण Service Provider Details	
जेम विक्रेता आईडी GeM Seller ID :	QJ6V220005106671
कंपनी का नाम Company Name :	M/S MANISH CONSTRUCTION.
संपर्क नंबर Contact No. :	09431514732
ईमेल आईडी Email ID :	manishconstruction3@gmail.com
पता Address :	ANAND NAGAR MAIN GATE DVC MAITHON, ANAND NAGAR MAIN GATE DVC MAITHON, MAITHON, MAIN GATE, Dhanbad, JHARKHAND-828207, -
एमएसएमई सत्यापित MSME verified :	No
एमएसएमई पंजीकरण संख्या MSME Registration number :	UDYAM-JH-04-0005667
एमएसई सामाजिक श्रेणी MSE Social Category :	General
एमएसई लिंग श्रेणी MSE Gender :	Male
जीएसटीआईएन GSTIN:	20AEIPC2981C1Z5

*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Consignee

सेवा विवरण | Service Details

सेवा प्रारंभ दिनांक (नवीनतम) | Service Start Date (latest by): 27-Jun-2024 सेवा समाप्ति तिथि | Service End Date : 26-Jun-2026

श्रेणी नाम | Category Name : Custom Bid for Services

विवरण Description		The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Lumpsum Cost of Service in totality
Description / Nomenclature of Service Proposed for procurement using custom bid functionality	Integrated AMC ARC of DVC Switch yard consumer end switchyard looks after by DVC along with Operational Assistance in different Substation under GOMDI for a period of 02 Two year	1	18900000
Regulatory/ Statutory Compliance of Service	YES		
Compliance of Service to SOW, STC, SLA etc	YES		

कुल राशि (रु) | Total Amount (Formula) :

(1*Lumpsum Cost of Service in totality)

ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)	18900000
कुल ऐडऑन मूल्य Total Addon Value(INR)	0
ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)	18900000
अनुबंध की राशि Amount of Contract	
सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)	18900000

एसएलए विवरण | SLA Details

Preface : Agreement representing a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Service Provider has been uploaded in bid section . The purpose of the agreement uploaded is to facilitate implementation of Services intended by the Buyer . Each documents as uploaded by buyer should be read in totality to conclude the requirement of Custom e Bid floated on portal .

The Agreement uploaded in bid section will generally contain the Scope of Work, (SOW) , stakeholder's obligations, Special Terms and Conditions (STC) related to service delivery as formulated by the Buyer and Payment Terms etc of the service for mutual understanding of the stakeholders. The Agreement remains valid till completion of Scope of Services or end of contractual duration (whichever is earlier) unless either superseded by a revised agreement mutually endorsed by the stakeholders or terminated by either of the parties thereof.

Guiding Principle : The Services contracts placed shall be governed by following set of Terms and Conditions :

1. General Terms and Conditions for Goods and Services;
2. Buyer's Formulated Service Specific STC including the Service Level Agreement (SLA) for the service as uploaded with the bid in form of suitable matching document ,

The above terms and conditions are in reverse order of precedence .Service specific STC supersede GTC, whenever there are any conflicting provisions. The above set of terms and conditions along with scope of work and service level agreement as enumerated in the document shall be construed to be part of the Contract between Buyer and Service Provider.

Intended Objectives And Goals of SLA : The objective of Agreement (SLA) as uploaded in bid section is to ensure that all the commitments and obligations are in place to ensure consistent delivery of service to buyer by service provider. Generally The goals of an Agreement are to:

1. Provide clear reference to service ownership, accountability, roles and/or responsibilities of both parties
2. Present a clear, concise and measurable description of service offered to the buyer
3. Establish Terms and Conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified
4. To ensure that all the parties understand the consequences in case of termination of services due to any of the stated reasons
5. The agreement will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same. The agreement can also be revised/ modified on mutual consent of the stakeholders.

Parties To The Agreement

The main stakeholders associated with this agreement are:

1. Buyer: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed.
2. Service Provider: Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller, any authorized agents, assignees, successors and nominees as described in the agreement

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level /penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders would have read and understood the same before signing the SLA document.

ADVISORY WITH RESPECT TO SCOPE OF SERVICE

Scope of Work (SOW) is the most important & crucial component of any bidding process. It is for this that the whole bidding process is entered upon to execute the scope of work and deliver outcomes that the Government strives for. Scope of work directly affects the performance of contract therefore utmost care should be taken to avoid ambiguity with respect to deliverable .

For example , in case of Complex / Intricate Consulting Services , Some key guiding principles for drafting scope of work may be as under :

- "Detailed" specification of requirements is extremely critical – please ensure that even standard assumptions on scope of work are laid down and described .
- Make sure that specifications are endorsed by key stakeholders .
- Identify mandatory and non-mandatory requirements in scope of work . It should clearly provide the outcomes expected from solution/service delivery .
- The scope of work should mention what the outcome is based upon – time or material?
- A check should be made that the final specification of requirements :(a) addresses the targeted outcomes and business objectives . (b)meets the agreed stakeholder needs (c) covers whole-of-life of the contract deliverables .
- The objective, structure and expected set of contents of each knowledge item/deliverable should be laid down, in as much detail as possible, rendering the best level of clarity to it.
- The coverage of services needed in the form of activities like client visits, geographies to be studied, stakeholder meetings / interviews / workshops to be conducted, must be detailed out to avoid delivery compromises .
- Buyer must ensure that the service provider complies with the Rule 144(xi) of General Financial Rules (GFR), 2017 and the product supplied, if any, must also comply with Make In India guidelines of DPIIT"

Important Note : Buyers authorities are advised to upload GAR report positively and without fail at appropriate place to ensure process complinace . Buyer may indicate about requirement Past Experience if so required by uploading the same at time of bid creation including approval of their competent authority . Service Providers's response may be assessed atime of technical evaluation.

Price Variation Clause:

"It is advisable to include Price Variation Clause in the long term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."

अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार | Additional Required Data/Document(s) : Buyer

1. Introduction about the project /services being proposed for procurement using custom bid functionality : [click here](#)
2. Scope of Work : [click here](#)
3. Special Terms and Conditions (STC) of the Contract : [click here](#)

4. Instruction To Bidder : [click here](#)
5. Payment Terms : [click here](#)
6. Project Experience and Qualifying Criteria Requirement : [click here](#)
7. Quantifiable Specification / Standards of The Service/ BOQ : [click here](#)
8. GEM Availability Report (GAR) : [click here](#)
9. Any other Documents As per Specific Requirement of Buyer -1 : [click here](#)
10. Service Level Agreement (SLA) : [click here](#)
11. Penalties : [click here](#)

मूल्य द्विभाजन एक्सेल फ़ाइल विवरण | Price Bifurcation Excel File details: [BOQ](#)

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक Advisory Bank :	Bank of India
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	10.00
बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा The bidder shall furnish ePBG as applicable as per bid's terms and conditions	

नियम और शर्तें | Terms and Conditions

1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2. Buyer Added Bid Specific Terms and Conditions-

2.1 Forms of EMD and PBG:

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

Sr. Additional Chief Accounts Officer

payable at

Maithon

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

2.2 Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

2.3 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

1. QUALIFYING REQUIREMENTS:- Qualifying requirement(QR) attached above will be the minimum criteria for bidders for Techno-Commercial compliance.
2. Awardees of Contract shall register themselves in 'Vendor Bill Tracking' system available at DVC Website https://www.dvc.gov.in/dvc_website_new1/
3. The price quoted by the bidder with respect to estimated amount in % term will be applicable to each rate of the price schedule or BoQ (attached with Bid document). Accordingly, price breakup will be prepared and bidder will be able to generate invoice on the rate finalized. Payment will be done on the basis of actual executed work as mentioned in Bo Q.
4. Bidders have to upload documents as per QR and GeM Bid document requirements and also requested to upload Integrity pact given in "Generic"
5. Price part exposed anywhere in the bid except financial bid, the bid will be outrightly rejected.
6. Bidders shall have to abide by the ruled and provisions contained in GCC-2016 available in http://www.dvc.gov.in/dvcwebsite_new1/conditions-of-contract..
7. STEPS FOR FILLING INTEGRITY PACT: -
 - i. Integrity Pact format is provided in the following sheets. Bidder has to take the printout of the Integrity pact in white sheet , fill relevant places and every page should be signed and stamped. Bidder must fill Witness 1 details only.
 - ii. The Integrity pact shall be submitted in plane A-4 paper.
 - iii. It is mandatory to submit the filled Format of Integrity Pact in hard copy to this office before opening the tender and scan copy of the same must be uploaded in GeM portal. The original hard copy and scan copy of the same shall be available before opening the tender otherwise offer will be outrightly rejected.
 - iii. Address for delivering of hard copy Integrity Pact:

Office of the General Manager(C&M), Contracts and Materials dept. 1st Floor, Ramanuj Bhawan, Area- 6, DVC, Maithon, Jharkhand-828207

8. In case of final quoted price found abnormally low, a written clarification will be required to be submitted which should include detailed price analyses of your bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bids document. Your offer will be considered further depending on the satisfaction of the TAA regarding the capability of the bidder to perform the contract at the offered price.

9. Instructions regarding submission of Agreement Contract shall be executed after receipt and verification of the requisite performance security. The said agreement will be duly signed by the authorized representative of DVC and authorized signatory of Supplier/ Contractor/ Service Provider/Consultant. The 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. Non-execution of Contract Agreement by the Contractor/Service Provider within 30 days from the date of issue of LOA/PO/Work Order due to the fault of the 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

Performance Security:

Performance security may be furnished as per GeM terms and conditions.

Performance Security is to be furnished by a specified date "generally 14 days after issuance of PO/LOA for Goods/Services Contract"] and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period (DLP)/ warranty period, as applicable.

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

The performance security will be forfeited and credited to DVC's account in the event of a breach of contract by the contractor/ Supplier/Service provider.

10. SECURITY DEPOSIT-CUM-PERFORMANCE BANK GUARANTEE (S.D.B.G.) The contractor will have to furnish a Bank Guarantee within 14 days of issuance of LOA/PO/Work Order amounting to 10% of the PO Value and it should be kept valid covering the entire warranty period plus two months claim period thereafter. The same needs to be extended in case of delayed delivery. Bank Guarantee is to be submitted to the Chief Engg. (C&M), DVC, Maithon for acceptance. No payment will be released till the acceptance of the Bank Guarantee.

Note: The Bank Guarantee shall be issued on the SFMS (Structured Financial Messaging System) mode by Issuing Bank. Details of respective advising banks including IFSC Code is

Bank Name: BANK OF INDIA,

Branch :Maithan,

Account No.- 477721110000001,

IFSC Code- BKID0004777

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE

1. Bank Guarantee (B.G.) for Advance Payment, Mobilization Advance, B.G. for Security Deposit-cum-Performance Guarantee, Earnest Money should be executed on the Non-Judicial Stamp Paper of the applicable value and to be purchased in the name of the Bank.
 2. The Executor (Bank authorities) may mention the Power of Attorney No. and date of execution in his/her favour with authorization to sign the documents. The Power of Attorney is to be witnessed by two persons mentioning their full name and address.
 3. The B.G. should be executed by a Nationalized Bank/Scheduled Commercial Bank. B.G. from Co-operative Bank/Rural Banks are not acceptable.
 4. A Confirmation Letter/e-mail confirmation of the concerned Bank must be furnished as a proof of genuineness of the Guarantee issued by them.
 5. Any B.G. if executed on Non-Judicial Stamp paper after 6 (six) months of the purchase of such stamp paper shall be treated as Non-valid.
 6. Each page of the B.G. must bear signature and seal of the Bank and B.G. Number.
 7. The contents of the B.G. shall be strictly as Proforma prescribed by D.V.C. in line with Purchase Order/LOI/Work Order etc. and must contain all factual details.
 8. Any correction, deletion etc. in the B.G. should be authenticated by the Bank Officials signing the B.G.
 9. In case of extension of a Contract, the validity of the B.G. must be extended accordingly.
 10. B.G. must be furnished within the stipulated period as mentioned in Purchase Order/L.O.I./Work Order etc.
 11. Issuing Bank/The Vender are requested to mention the Purchase Order/Contract/Work Order reference along with the B.G. No. for making any future queries to D.V.C.
 12. Signing by witnesses in the Bank Guarantee/Performance Guarantee/Security is not mandatory.
- Note: However, any deviation from GeM related to performance security will be guided as per GeM.

11. EMD (EARNEST MONEY DEPOSIT)

Earnest Money shall be deposited in any of the following [mode](#):-

(A) Pay order or demand draft in favor of Sr. Additional Chief Accounts Officer and should be payable at Maithon

(B) For online payment: details are mentioned below:

Please note bidders have to attach the scan copy of original transaction receipt with tender documents for confirmation of payment.

ONLINE PAYMENT FOR EMD SHOULD BE MADE TO THE FOLLOWING ACCOUNT ONLY

Beneficiary: DVC A/CS OFF ELECT

Bank: Punjab National Bank, Maithon

Account No: 1494050010002

IFSC: PUNB0149420

Note: In case of submission of EMD through online mode, the processing charges should be kept in mind / borne by the bidder, so that EMD amount payable to DVC is the same as mentioned in this NIT.

Detail of the online payment should be sent to C&M, Maithon with detail mentioned in the ATC.

(C) Earnest Money can be submitted in the form of Bank Guarantee from an Indian Nationalized Bank /Schedule Bank / Foreign Bank (in the scheduled list of Reserve Bank India), irrevocable and operative till the validity of the offer as per GeM format.

The intending Bidder are advised to take care that EMD is correctly drawn and reaches before the tender opening date as detailed in the GeM bid documents to the following address and SFMS confirmation should be sent to the following advisory bank:-

Office of the General Manager(C&M), Contracts and Materials dept. 1st Floor, Ramanuj Bhawan, Area- 6, DVC, Maithon, Jharkhand-828207

Note: The Bank Guarantee shall be issued on the SFMS (Structured Financial Messaging System) mode by Issuing Bank.

Details of respective advising banks including IFSC Code is

Bank Name: BANK OF INDIA,

Branch :Maithan,

Account No.- 477721110000001,

IFSC Code- BKID0004777

Earnest Money will be returned to the successful tenderer after receipt of SDBG as per terms mentioned in the Purchase/Work order. No interest would be paid against the EMD deposits. The Bidder shall have to upload the scanned copy of EMD, document in support of exemption of EMD (if applicable), and also submit the hard copy of the EMD and must be reached before the tender opening date otherwise bid shall be rejected outrightly.

12. 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.

13. Please ignore electrical license clause mentioned anywhere in the bid documents. Please note that the bidder should have valid electrical license issued from central / any other state. Please note that Supervisory license clause will be applicable as per bid document.

2.4 Buyer Added Bid Specific ATC:

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

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।

Note: This is system generated file. No signature is required.