

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	06-06-2024 09:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	06-06-2024 09:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (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
Total Quantity/कुल मात्रा	7
Item Category/मद केटेगरी	Wheel Assembly with Axle Shaft of LT Wheel Drive for, Double Girder TG Hall EOT Crane , Wheel Assembly with Axle Shaft of LT Wheel Idle for, Double Girder TG Hall EOT Crane , CT Gear Box Assembly with input and output coupling, for Double Girder TG Hall EOT Crane , LT Gear Box Assembly with input and output coupling Left Side Orientation , LT Gear Box Assembly with input and output coupling Right Side Orientation
BOQ Title/बीओक्यू शीर्षक	Spares for Main Plant TG Floor Overhead Crane
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),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Single Packet Bid
Primary product category	Wheel Assembly with Axle Shaft of LT Wheel Drive for, Double Girder TG Hall EOT Crane

**Bid Details/बिड विवरण**

<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	3 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation

**EMD Detail/ईएमडी विवरण**

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

Advisory Bank/एडवाइजरी बैंक	PUNJAB NATIONAL BANK
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	28

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लाभार्थी :**

Contracts & Materials

Damodar Valley Corporation, Ministry of Power. {EMD submitted in the form of BG/BG Ext. shall be issued on the SFMS (Structured Financial Messaging System) mode by Issuing Bank. & advisory details of Bank should be incorporated as below:- DVC Head Quarter, Kolkata PUNJAB NATIONAL BANK Manicktala Branch, Kolkata A/c no.82250010682 IFSC code PUNB0008220. Note: BG/BG Ext. advice will be accepted only on receipt of SFMS confirmation email from the respective Advising banks.} Complete Details provided in ATC.  
(Damodar Valley Corporation)

**Splitting/विभाजन**

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

**MII Purchase Preference/एमआईआई खरीद वरीयता**

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता
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Yes
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1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

2. 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, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer)of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

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.

## Wheel Assembly With Axle Shaft Of LT Wheel Drive For, Double Girder TG Hall EOT Crane

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

### Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Chanchal Kumar Paul	713321,Central Stores, DVC-DSTPS, Andal- 713321, West Bengal	2	240

**Wheel Assembly With Axle Shaft Of LT Wheel Idle For, Double Girder TG Hall EOT Crane**

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

**Technical Specifications/तकनीकी विशिष्टियाँ**

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**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Chanchal Kumar Paul	713321,Central Stores, DVC-DSTPS, Andal- 713321, West Bengal	2	240

**CT Gear Box Assembly With Input And Output Coupling, For Double Girder TG Hall EOT Crane**

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

**Technical Specifications/तकनीकी विशिष्टियाँ**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer/परिषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

<b>S.No./क्र. सं.</b>	<b>Consignee Reporting/Officer/ परिषिती/रिपोर्टिंग अधिकारी</b>	<b>Address/पता</b>	<b>Quantity/मात्रा</b>	<b>Delivery Days/डिलीवरी के दिन</b>
1	Chanchal Kumar Paul	713321,Central Stores, DVC-DSTPS, Andal- 713321, West Bengal	1	240

**LT Gear Box Assembly With Input And Output Coupling Left Side Orientation**

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

**Technical Specifications/तकनीकी विशिष्टियाँ**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**Consignees/Reporting Officer/परिषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Chanchal Kumar Paul	713321,Central Stores, DVC-DSTPS, Andal- 713321, West Bengal	1	240

### LT Gear Box Assembly With Input And Output Coupling Right Side Orientation

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Chanchal Kumar Paul	713321,Central Stores, DVC-DSTPS, Andal- 713321, West Bengal	1	240

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

#### 1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

#### 2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

**Damodar Valley Corporation invites electronic tenders (Single Stage-One Envelope) through Single tender for "Spares for Main Plant TG Floor Overhead Crane, M/s Anupam Industries Ltd " from ANUPAM INDUSTRIES LTD. i.e., the OEM or his single authorized dealer/distributor"**

Note: -

a) ANUPAM INDUSTRIES LTD. " Anupam Industries Ltd.,138, GIDC, Vithal Udyognagar -388 121, Via. Anand , Gujarat, India, Vithal Udyognagar anand, Pincode: 388121 or his single authorized dealer/distributor.

b) All other bidders shall be out-rightly rejected during Bid opening.

**TECHNO COMMERCIAL BID SHEET: - Techno commercial Bid Sheet with Declaration in support of submission of documents is provided** at attached ATC Document

**Note: - The bidder has to mandatorily submit the Techno commercial Bid with Declaration in support of submission of documents in PDF format along with their Bid.**

**Necessary Documents to be submitted in Envelope -1 (Hardcopy documents): -**

1. **INTEGRITY PACT – IN ORIGINAL AND AS SPECIFIED IN THIS NIT** (for Tenders with Estimated Cost  $\geq$  Rs. 50.00 Lac) - To be executed on plain A-4 size paper.

Note:

**Ø Envelope 1 (Hard Copy Documents) should be superscribed with NIT No. and Subject and shall contain "INTEGRITY PACT along with NOTARIZED POWER OF ATTORNEY".**

**Ø Envelope -1 (Hardcopy documents) shall be addressed to the Sr. General Manager, C&M Department, 3rd Floor, Damodar Valley Corporation, DVC Towers, VIP Road, Kolkata-54, West Bengal 19 / 28**

**Ø Envelope1 (Hard Copy Documents) shall be dropped in the Tender Box at 3rd Floor of DVC Tower, C&M Dept., or may be sent through Courier / Speed Post.**

**Ø Bidders should ensure that "INTEGRITY PACT" must reach the office of the "Chief Engineer (M), C&M Department, 3rd Floor, Damodar Valley Corporation, DVC Towers, VIP Road, Kolkata-54, West Bengal" on or before last date of submission (as per GeM Bid) as mentioned above. Bids will be out rightly rejected without the same.**

**DVC shall not be responsible for any postal delay in receipt of Integrity Pact, if applicable. In case the Integrity Pact is not received within the aforesaid period, the bid may not be opened or out rightly rejected.**

**COMMERCIAL TERMS AND CONDITIONS: -**

## **1) PRICE BASIS:**

The rates quoted by the bidder must be Firm till execution of the contract and on FOR Destination Basis in INR currency and that will be inclusive of Packing & Forwarding charges and Freight charges (if any) etc. and inclusive of Goods and Services Tax (GST). Bidder is to submit HSN/SAC code with documentary evidence. Confirmation of GST with applicable rate is required.

## **2) TAXES & DUTIES:** GST, as admissible, will be paid by DVC as per Govt. of India rule against submission of GST Registration Certificate.

## **3) PERIOD OF VALIDITY OF BID:**

(i) Bids shall remain valid for a period of **90 days** from the closing date prescribed by the Employer for the receipt of bids.

(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.

## **4) DELIVERY PERIOD:**

The Delivery Period of the items shall be **240 days** from the date of issuance of work order.

## **5) IMPORTANT TERMS & CONDITIONS:**

(a) Invoice to be raised separately with different rates of GST.

(b) Please submit Tax Invoice on supply of material/ service with prerequisites statutory information within stipulated time as mentioned in the relevant provisions of the Central Goods and Services Tax Act 2017 and allied acts and rules made thereunder. In case the invoice is issued beyond the stipulated time as per GST act, then DVC will not be liable to reimburse any such taxes & duties paid under the GST Act. Further, the supplier of Goods/ Services indemnifies DVC from and against any loss / extra cost incurred by the company on account of default by the supplier or any of its third party in any statutory compliance of the GST Act.

## **6) LIMITATIONS 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, copyright, workman compensation.

## **7) TRANSIT INSURANCE:** - The items to be supplied have to be mandatory covered by DVC's Open Insurance Policy during transit from vendors works / site/go down up to the consignee's respective project/formation/ store.

## **8) PACKING & FORWARDING:** - a) Inclusive in price

b) Where applicable. specify separately and against DVC's Account



**9) INSPECTION CLAUSE:** - Goods supplied will always be subject to our inspection on arrival at the destination i.e., DSTPS, DVC.

**10) SAFETY CLAUSES:** It will be guided as per DVC GCC (attached in GeM bid & also available in [http://www.dvc.gov.in/dvcwebsite\\_new1/conditions-of-contract/](http://www.dvc.gov.in/dvcwebsite_new1/conditions-of-contract/).)

**11) TERMINATION OF CONTRACT:** It will be guided as per DVC GCC (attached in GeM bid & also available in [http://www.dvc.gov.in/dvcwebsite\\_new1/conditions-of-contract/](http://www.dvc.gov.in/dvcwebsite_new1/conditions-of-contract/).)

**12) SETTLEMENT OF DISPUTES & ARBITRATION:** It will be guided as per DVC GCC (attached in GeM bid & also available in [http://www.dvc.gov.in/dvcwebsite\\_new1/conditions-of-contract/](http://www.dvc.gov.in/dvcwebsite_new1/conditions-of-contract/).)

**13) VENDOR BILL TRACKING SYSTEM:** The Vendor Bill Tracking system is active & available at <https://application.dvc.gov.in/Vendor/> (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.

**14) SUB-LETTING & ASSIGNMENT:** As Per General Conditions of the Contract of DVC. (Attached in GeM bid & also available in [http://www.dvc.gov.in/dvcwebsite\\_new1/conditions-of-contract/](http://www.dvc.gov.in/dvcwebsite_new1/conditions-of-contract/).)

**15) FORCE MAJEURE:** As Per General Conditions of the Contract of DVC. (Attached in GeM bid & also available in [http://www.dvc.gov.in/dvcwebsite\\_new1/conditions-of-contract/](http://www.dvc.gov.in/dvcwebsite_new1/conditions-of-contract/).)

**16) CONTROLLING OFFICER:** The Officer in Charge (OIC) of respective plants.

**17) PRICE REASONABLENESS CERTIFICATE (PRC): -**

To be submitted stating that the quoted rates are reasonable and same as charged to other Govt. Organisations / PSUs.

**18) SUPPORTING ORDER COPIES: -**

In support of price reasonability, self-certified order copies of similar items received from govt. organisations/PSU are required to be furnished along with Offer. The order copies should be for similar works and issued by other organizations in the recent past.

**19) INTEGRITY PACT:**

Integrity Pact shall be applicable for Tenders/Contracts value of **Rs.50 Lacs and above**.

DVC shall be entering into an Integrity Pact with the bidders as per format given in the Bid Documents. The Proforma has to be returned by the bidder (along with the techno-commercial bid) duly signed by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. **Any bid not accompanied by Integrity Pact Proforma duly signed by the bidders shall be rejected straightway.** All pages of Integrity Pact to be signed by the bidders authorized signatory who signs the bid.

In other words, entering into this Pact would be a preliminary qualification.

**20) IMPORTANT TERMS & CONDITIONS:**

(a) Invoice to be raised separately with different rates of GST.

(b) Please submit Tax Invoice on supply of material/ service with prerequisites statutory information within stipulated time as mentioned in the relevant provisions of the Central Goods and Services Tax Act 2017 and allied acts and rules made thereunder. In case the invoice is issued beyond the stipulated time as per GST act, then DVC will not be liable to reimburse any such taxes & duties paid under the GST Act. Further, the supplier of Goods/ Services indemnifies DVC from and against any loss / extra cost incurred by the company on account of default by the supplier or any of its third party in any statutory compliance of the GST Act.

## **21) SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE:**

To ensure due performance of the contract, the Supplier/Contractor/ Service Provider receiving the LOA/PO /Work Order is required to furnish the required performance security, in the prescribed form by the 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.

Performance security should be for an amount of **Three (03) percent** of the value of the GeM contract in the form of Bank Guarantee (as per GeM format).

**The Performance security submitted in the form of Bank Guarantee should be for a period of 28 months [i.e. contract/ delivery period (08 months) + Warranty period (18 months) + 60 days (02 months)].**

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.

Performance Security should be refunded to the contractor without interest, after he duly performs and completes all obligations under the contract but not later than a specified date ["365 days for Works Contract" or "60 days for Goods/Services Contract"] of completion of the Defect Liability Period (DLP)/ warranty period, as applicable.

Before final payment or before release of the performance bank guarantee, a 'No Claim Certificate' must be submitted by the Supplier/Contractor/ Service Provider to prevent future claims. Also, an acknowledgment should be provided by the contractor after release of bank guarantee.

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.

Note for procurement of Consultancy & Other Services:

If the Service Provider fails to submit a performance security before the deadline defined in the Tender document, they will be suspended for the period of time specified in the tender document (maximum up to 2 years) from being eligible to submit Bids / proposals for contracts with DVC.

The said BG/BG Ext. shall be issued on the SFMS (Structured Financial Messaging System) mode by Issuing Bank. & advisory details of Bank should be incorporated as below :-

DVC Head Quarter, Kolkata

PUNJAB NATIONAL BANK

Manicktala Branch, Kolkata

A/c no. 0082250010682

IFSC code PUNB0008220.

Note: BG/BG Ext. advice will be accepted only on receipt of SFMS confirmation email from the respective Advising banks

Other terms & condition of Security Deposit-Cum-Performance Guarantee as notwithstanding in tender document shall be as per GTC & General Conditions of Contract (GCC) and Policy for withholding and Banning of Business Dealings of this NIT.

SDBG Format as per GeM portal is provided at attached ATC document.

**22) LD CLAUSE:** DVC reserves the right to recover from the Vendor/Contractor a sum equivalent to 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value as Liquidated Damage (LD).

**23) GUARANTY/WARRANTY CLAUSE:**

The Vendor shall warrant that all material supplied under the Order shall be new, unused and conform to the purchasers/owners requirements and specifications as mentioned in the NIT. The Vendor shall guarantee the materials, under the Order for a period of 18 months from the date of delivery or 12 months from the date of commissioning whichever is earlier. The date of delivery to be reckoned as the date of receipt of the material at site by the consignee. The Vendor shall agree to replace any material, which has been proved defective or fails to conform to the desired specifications free of cost to DSTPS, DVC within the Guarantee/Warranty Period. The guarantee period for such replaced part shall be the same as that of materials specified earlier. Manufacturer's / Supplier's Guarantee Certificate is to be submitted along with each consignment.

**24) GOVERNING LAWS & GENERAL PRINCIPLES:**

The Contract shall be governed by and interpreted in accordance with laws in force in India.

The Contract will be governed by the Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, The Industrial Disputes Act, Workmen's Compensation Act, Payment of Gratuity Act, Payment of Wages Act, Employees' Provident Fund and Miscellaneous Provisions Act, Factories Act, Employees State Insurance Act, Sales of Goods Act, Indian Contract Act, Negotiable Instrument Act, Information & Technology Act, Common Goods Carrier Act, Excise & Service Tax Act, Sales Tax Act and Income Tax Act, Insurance Act, GST act, all other related Acts/ Rules/ Regulations, Bye-laws, Order, Notifications etc. already in vogue or may be enacted in future by the legislation. The Courts of Kolkata shall have exclusive jurisdiction in all matters arising under the Contract.

The Letter of Award (LOA)/Work Order (WO) /Contract shall in all respect be deemed to be and shall be constructed and shall operate as an Indian Contract as defined in the Indian Contract Act 1872 and all payments there under shall be made in Rupees.

The Contractor shall acquire all permits, approvals and licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located that are necessary for the performance of the Contract, including those which required to be acquired in the name of the Employer, that are necessary for the performance of the Contract, The Employer (DVC) shall only reimburse (against necessary supporting documents) to the Contractor, the payment of fees payable to the statutory authorities for all permits, approvals and licenses from all local, state or national government authorities or public service undertakings, which are required to be obtained in the Employer's name (DVC) for the execution

of the Contract.

The Contractor shall indemnify and hold harmless the Employer (DVC) from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel.

PUBLIC PROCUREMENT POLICY shall be applicable.

**25) PACKING AND MARKING:** All goods shall be securely packed in cases, bundles, threads etc. suitable for Rail/Road/Air/Sea transport. All exposed services/connections, protrusions shall be properly protected. All unexposed parts shall be packed with due care and the packages should bear the words "HANDLE WITH CARE". The packing of the goods to be transported by Rail/Road/Air/Sea shall be as per the conditions laid down by the appropriate authorities and the vendor shall obtain clean railway/goods receipts without any qualifying remarks. All packages and unpacked materials shall be marked on at least 2 (Two) places indicating the name of the purchaser/consignee, PO No., Gross and Net Weight and Dimensions with indelible paints in English. In case of bundles, metallic plates marked with the above details shall be tagged. All goods should be dispatched as per the relevant terms of the PO. In case of any mode of transport as to be resorted to other than that mentioned in the PO, the same should be done only after obtaining prior approval in writing from the purchaser. All movements sanction, loading permissions etc. from Railway or other authorities shall be obtained by the vendor. The vendor shall communicate the relevant dispatch particulars immediately on dispatch by telex/telegram/fax to the consignee as specified in the PO. The vendor shall also forward original and copies of dispatch documents to the concerned authorities as required in the PO within 2 days from the date of dispatch, failing which the vendor shall be responsible for any delay in payment of consignment for wants of documents and consequent demurrage, detention charges etc.

## **26) RISK PURCHASE CLAUSE:**

The Purchaser/Owner reserves the right to purchase the material/spares/ equipment or get the service & works done from elsewhere at the sole risk and cost of the Contractor/Vendor and recover all such extra cost incurred by the Purchaser/Owner in procuring the material, services and works contract. The procedure to be followed is given below:

i) After the expiry of the specified date of delivery/ completion period, a notice should be given to the vendor for delivering the material/ completion the work immediately.

ii) If the Contractor/Vendor fails to deliver the material/ complete the work, a final risk and cost notice is to be served to the vendor by registered post with A/D/speed post/ email, clearly indicating that if he fails to deliver the materials/ complete the work within specified period as per condition of contract after receipt of the letter/email, the same shall be outsourced/executed from other sources at the risk and cost of the vendor/Contractor.

iii) The existing order shall be closed and action to be initiated for procurement / completion of work & services of the balance items/ portion. While taking such action the defaulting Vendor/Contractor should not be given an opportunity against fresh tender/enquiry.

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

v) For the purpose of recovery of the amount, unpaid amount / security deposit/ SD by way of BG, provided by the vendor/contractor will be adjusted first, if there is any balance left to be recovered, the Vendor/Contractor should be informed to deposit the money at the earliest.

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

vii) Alternatively, the Purchaser/ Owner may short close the Order stating the reason for not resorting to risk purchase clause in case of exigency.

In the event of recourse to alternatives as mentioned above, the Purchaser/DVC will have the right to repurchase the stores or complete the work, to meet urgency in requirement caused by Contractor/Vendor's failure to comply with the schedule of delivery or completion of the work or services irrespective of the fact whether the materials /equipment/ work/ service are similar or not.

## **27) REQUIRED DOCUMENTS FOR MATERIALS:**

**(i) Guarantee/Warranty Certificate:** Guarantee/Warranty Certificate for all the items are to be submitted along with supply.

**(ii)Fitment Cum Interchangeability Certificate:** Fitment cum interchangeability certificate for 1:1 interchangeability of the indented spares with the existing spares is to be submitted along with supply.

**(iii) Test Certificate:** All type of statutory Test Certificates of load-handling capacity of wheel and axle for Long and Cross travel with necessary factor of safety has to be submitted.

**(26) TERMS AND CONDITIONS: -**

**# The subject tender** is being processed on Single (OEM) Tender Basis with approval of competent authority **to invite bid only ANUPAM INDUSTRIES LTD. " Anupam Industries Ltd.,138, GIDC, Vithal Udyognagar -388 121, Via. Anand, Gujarat, India, Vithal Udyognagar anand, Pincode: 388121 or his single authorized dealer/distributor. Bids not meeting this criterion shall be out-rightly rejected during Bid opening.**

The contractor would be bound by the terms and conditions as detailed in the GeM Bid/ GeM contract and DVC General Conditions of Contract (GCC) & General terms & conditions of GeM. Bidders are requested to go through General Conditions of Contract (GCC)of DVC & General terms & conditions of GeM before submission of offers. Terms and conditions which are not specifically mentioned in the NIT and Tender Documents shall be covered by the General Conditions of Contract (GCC)of DVC & General terms & conditions of GeM.

Note: The terms and conditions stipulated in STC & SLA will supersede those in GTC (General terms & conditions of GeM) and Terms & conditions stipulated in ATC will supersede those in GTC (General terms & conditions of GeM) and STC in case of any conflicting provisions.

The terms and conditions mentioned in ATC & Scope of work in attachment shall prevail over GeM Bid Report if there is any contradiction.

**(27) General Conditions of Contract (GCC)of DVC: -**

DVC GCC is provided at attached ATC document under this clause.

**(28) ACCEPTANCE OF PO:**

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

**(29) Correspondence:**

a) In case of any difficulties faced regarding NIT terms & conditions by the tenderer in submitting the tender within specified date and time, following officers may be contacted: -

- i) Shri Shashi Kant, Sr. Manager (M), C&M deptt., DVC Towers, Kolkata-54. Mobile No. 7992495893; E-mail id: [Shashi.kant@dvc.gov.in](mailto:Shashi.kant@dvc.gov.in).
- ii) Shri Piyush Kumar Srivastava, Dy. Manager (M), C&M deptt., 3rd Floor, DVC Towers, Kolkata-54. Mobile No. 8906782344; E-mail id: [piyush.srivastava@dvc.gov.in](mailto:piyush.srivastava@dvc.gov.in).

**PAYMENT TERMS:**

100% payment will be released within ten (10) days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (Part payment against part delivery shall be allowed) subject to submission and acceptance of SDBG/ePBG.

**Note:**

Ø No Payment will be made without acceptance of SDBG. Statutory taxes whichever is applicable will be deducted from the bills. GST will be applicable as GOI rule.

**Note:**

1. Please find the attached documents on Buyer Added Bid Specific ATC For detailed Bid/NIT documents which consist of Invitation of Bid (IFB), Instruction to Bidders (ITB), BOQ, General Conditions of Contract (GCC) & Bid Forms.
2. Clarifications or representations, if any, from the bidder regarding deviations from the terms and conditions of the Tender document must be submitted before the tender opening. Any settlements concerning deviations from the terms and conditions of the NIT in the case of a Single Tender Enquiry on the GeM portal should be completed prior to the tender opening, in accordance with the bidder's clarifications or representations. Note: No representations regarding deviations from the NIT terms will be considered after the tender opening.

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**3. Buyer Added Bid Specific ATC**

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

**Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export

experience.

11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

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 कार्यवाई का आधार होगा।

**---Thank You/धन्यवाद---**