

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	12-06-2024 12:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	12-06-2024 12:30:00
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	6
Item Category/मद केटेगरी	Supply of RFID based Un-manned peripherals as per AnnexureScope of supply , Installation & commissioning of RFID based Un-manned peripherals as per Annexure- Scope of work.
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) *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	Two Packet Bid
Primary product category	Supply of RFID based Un-manned peripherals as per AnnexureScope of supply
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	4 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No

Bid Details/बिड विवरण	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Required/वित्तीय दस्तावेज की आवश्यकता है।	Yes

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).	26

(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 :

Damodar Valley Corporation, Contracts and Materials, Damodar Valley Corporation, Ministry of Power
Beneficiary Bank Punjab National Bank Account Number 0082250010682 Account Name Damodar Valley Corporation Account Type Cash credit Branch Code 008220 Branch IFSC PUNB0008220 MICR Code 700024261 SWIFT Code PUNBINBBCCH Address P-41, CIT Road, Scheme VII M, Kankurgachi, Kolkata - 700054 Phone No. 033-23550160/23558852 Confirmation of Bank Guarantee shall be issued on the SFMS (Structured Financial Messaging System) mode by Issuing Bank to our Advisory bank as mentioned above
(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	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.

Supply Of RFID Based Un-manned Peripherals As Per Annexure Scope Of Supply (3 set)

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

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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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	Suraj Lakra	722183, Office of the Store In Charge, Central Stores, Mejia Thermal Power Station (MTPS)- DVC, Mejia	3	180

Installation & Commissioning Of RFID Based Un-manned Peripherals As Per Annexure-Scope Of Work. (3 set)

(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

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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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	Suraj Lakra	722183,Office of the Store In Charge, Central Stores, Mejia Thermal Power Station (MTPS)- DVC, Mejia	3	180

Buyer added Bid Specific Additional Scope of Work

S.No.क्र.सं.	Document Title	Description	Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items
1	scope of Work View	scope of Work	Installation & Commissioning Of RFID Based Un-manned Peripherals As Per Annexure-Scope Of Work.(3)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

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

Note: This tender is being processed on Single (OEM)basis. Only offer of M/S. RICE LAKE WEIGHING SYSTEMS INDIA LIMITED or their Authorized dealer/Channel Partner with proper Bid-specific authorization letter/certificate containing GeM Bid number will be accepted.

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OEM Address:

A-27/1, SIPCOT Industrial Growth Centre, Oragadam, Sriperumbudur Taluk, Kancheepuram Dist., Sriperumbudur, Pincode: 602105

1. PRICE BASIS:

The Contract Price shall be FOR MTPS Store basis for supply/Service and inclusive of all taxes and duties and freight charge (if any). Quoted Price is Firm till execution of Contract.

2. TAXES, LEVIES AND DUTIES shall be as below:

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 GST & all other taxes, duties, levies, royalty, cess, fees etc.

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.

3. PAYMENT TERMS:

A. Supply:

Sl No	Payment Terms Description
1.	70% (Seventy percent) of the Ex-works price with full taxes & duties (for self manufactured items) / 70% of order value of supply (for bought out items) as applicable after adjustment of advance, if any, will be paid against proof of despatch (viz. R/R, L/R) , detailed invoice / packing list, warranty certificate, test certificate, insurance policy / certificate and dispatch clearance.
2	20% of the Ex-works price (for self-manufactured items) / 20% of order value of supply (for bought out items) as applicable, with 100% F&I charges after receipt of the materials and inspection and acceptance thereof at site.
3.	Balance 10% (ten percent) of the order value shall be paid after complete erection, testing, commissioning & handing over of installations, reconciliation of materials, submission of performance BG and submission of requisite copies of all finally approved and as built drawings, GTP, manuals and test certificates etc. as applicable to the Owner / Purchaser.

B. Service/Works:

100% payment to be made by DVC within 30 days through RTGS/NEFT after completion of the Installation/Commissioning work subject to satisfactory execution of the work duly certified by DVC Engineer.

neer in charge.

4. Guarantee/Warranty

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 material under the Order for a period as follows.

Material Code	Guarantee/Warranty
For All Materials	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 the purchaser within the Guarantee/Warranty period. The guarantee period for such replaced part shall be the same as that of materials specified earlier.

Inspection and acceptance of material by DVC at DVC Site shall not in any way relieve the vendor from the responsibility for proper performance during the guarantee period.

5. FORCE MAJEURE: It will be guided as per Clause No. 16 of GCC.

6. LIQUIDED DAMAGES CLAUSE:

The time remains the essence of purchase order awarded by DVC and all supply under a Purchase Order needs to be completed within the stipulated time schedule.

The Contractor shall commence work on the Facilities from the date of Notification of Award. The Contractor shall thereafter proceed with the Facilities in accordance with the time schedule specified in Time Schedule to the Contract Agreement.

Therefore, the provision has been kept in the contract that in case of delay in completion of work, for the reasons attributable to the vendor, owner reserves the right to recover from the vendor, a sum equivalent to 0.5% of the value of the delayed works for each week of delay and part thereof subject to maximum of 10% of the total value of the order as Liquidated Damage (LD).

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.

(ii) Alternatively, the Purchaser reserves the right to purchase the material 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 by the above procedure.

(iii) Alternatively, the Purchaser may cancel the Order completely or partly without prejudice to his right under the alternatives mentioned above

(iv) In the event of recourse to alternative (ii) and (iii) above, the Purchaser will have the right to repurchase the stores, to meet urgency in requirement caused by Vendors failure to comply with the schedule of delivery irrespective of the fact whether the materials are similar or not.

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7. RISK AND PURCHASE CLAUSE:

The Purchaser 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 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 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, clearly indicating that if he fails to deliver the

materials / complete the work within specified period as per condition of contract/ W& P Manual (GCC) after receipt of the letter, the same shall be outsourced /executed from other sources at the risk and cost of the vendor. Such letter is to be issued with approval of TAA. However, in case TAA is Board or Chairman, approval of concerned member followed by concurrence of Member Finance shall be obtained.

(iii) The existing order has to 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.

(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) In case the amount is considerable, legal action may be considered by TAA. However, in case, TAA in Board or Chairman, approval of concerned member followed by concurrence of Member Finance shall be obtained.

(viii) Alternatively, the Purchaser may short close the Order stating the reason for not resorting to risk purchase clause in case of exigency with approval of TAA. However, in case TAA is Board or Chairman, approval of concerned member followed by concurrence of Member Finance shall be obtained. In the event of recourse to alternatives as mentioned above, the Purchaser/DVC will have the right to re-purchase 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.

8.CONTRACT PERIOD:

Validity of contract will be 12 months from the date of issuance of work order

Completion period

A. Supply: All Materials supply shall be completed withing 180 Days from the date of order and The date of delivery to be reckoned as the date of receipt of the material at site by the consignee.

B. Works: All work shall be completed within 180 days after acceptance & approval of Drawings.

9.SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE/e-PBG:

As per Gem policy applicable for contract value more than 5 lakhs.

(a)To ensure due performance of the contract, the Supplier receiving the LOA/ Purchase Order is required to furnish the required performance security, in the prescribed form by the specified date as mentioned here.

(b) In case of a JV, wherever applicable, the performance security shall be provided by all partners in proportion to their participation in the project.

(c) Submission of Performance Security is not necessary for a contract value up to Rupees 5(Five) lacs.

(d) Performance security may be furnished in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit receipt of 3% of the value of the GeM contract from a commercial bank, Bank Guarantee (including e-bank guarantee) issued /confirmed from any of the commercial bank in India or Online payment in an acceptable form, safeguarding DVC's interest in all respects.

No payment whatsoever will be made till the acceptance of security deposit as the case may be as per the

e terms of the contract.

(e) Performance security is to be furnished by a specified date [generally 21 days after issuance of LOA for Works Contract or generally 14 days after issuance of PO/LOA for Goods/Services Contract] and it should remain valid for the entire Guarantee/ Warranty period plus 60 (sixty) days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period (DLP)/ warranty period as applicable.

(f) In case the contractor fails to submit the performance security within 30 days of the date of issuance of LOA/PO, 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 retender such defaulting bidder will not be allowed to participate.

(g) 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.

(h) The performance security will be forfeited and credited to DVCs account in the event of a breach of contract by the contractor /supplier/Service provider

The Performance security submitted in the form of Bank Guarantee should be for a **period of 26 months [i.e. delivery period (6 months) + Guarantee/Warranty period max. (18 months) + 60 days (02 months)]**.

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.

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.

DETAILS OF OUR BANKER:

Account Number	0082250010682
Account Name	Damodar Valley Corporation
Account Type	Cash credit
Branch Code	008220
Address	P-41, CIT Road, Scheme VII M, Kankurgachi, Kolkata - 700054
Phone No.	033-23550160/23558852
Branch IFSC	PUNB0008220
MICR Code	700024261
SWIFT Code	PUNBINBBCCH

Confirmation of Bank Guarantee shall be issued on the SFMS (Structured Financial Messaging System) mode by Issuing Bank to our bank as mentioned above.

10.INSPECTION:

Goods supplied will always be subject to our inspection on arrival at the destination. The supplier will be held responsible for the stores not being sufficiently and properly packed at his expenses for transport by to be quoted by the Bidder; so as to ensure them being free from loss or injury at their destination. In accepting the order, you are understood to accept to all responsibilities for any infringement in registered design, trademark, patent rights etc.

11. TRANSIT INSURANCE:

Arrangements for transit insurance can be made by DVC as per Mega Risk Policy arranged with existing underwriter as per time being imposed. Goods are to be delivered at consignee's store.

12. LIMITATIONS OF LIABILITY:

Except in cases of Criminal Negligence or willful misconduct, the Bidder 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 Bidder to pay liquidated damages to the Employer AND The aggregate liability of the Bidder 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 Bidder to indemnify the Employer with respect to patent infringement, copy right, work man compensation.

13. PUBLIC PROCUREMENT CLAUSE:

As mentioned in Buyer Added Bid Specific ATC.

14. PURCHASE PREFERENCE:

NA for this bid

15. 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.

16. BILL TRACKING SYSTEM:

It has been advised that all the bill/invoice related to P.O./W.O. must be processed through DVC Portal with following link <https://application.dvc.gov.in/Vendor/> Detailed guidelines related to Vendor Registration & Processing of Bill for Vendor Bill Tracking are available in the DVC portal under PROCUREMENT.

17. SUB-LETTING & ASSIGNMENT:

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No sub-letting is allowed for the subject procurement.

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18. CONSIGNEE/ ENGINEER-IN- CHARGE WITH ADDRESS:

As per GeM Bidding Documents.

19. PAYING AUTHORITY: Sr. Manager (Fin), MTPS, DVC**20. Bidders are requested to go through Bid document comprising following of documents before submission of offers in GeM Portal.**

- a. GeM's Bid Document.
- b. Buyer Added Bid Specific Terms and Conditions.
- c. Buyer Added Bid Specific ATC (uploaded in Gem)

- i. Vol-I: Invitation for Bids (IFB),
- ii. Vol-II: Instructions to Bidders (ITB)
- iii. Vol-III: General Conditions of Contract (GCC) and Debarment Policy
- iv. Vol-IV: Bid Forms and Procedures (BFP)
- v. Vol-V: Technical Specification and Other Terms & Conditions
- d. GeM's General Terms and Conditions.

21. TERMINATION: Termination shall be guided as per clause no. 24 under OPTIONAL TERMS & CONDITIONS OF CONTRACT.

22.CANCELLATION/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. (g), (h) & (f) below : a) 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. b) The Vendor becomes bankrupt or goes into liquidation. c) 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 any thing 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.

23.COMPLIANCE OF REGULATIONS:

The Vendor shall warrant that all Goods and/or services covered by this Purchase Order/ contract shall have been produced, sold, dispatched, delivered, tested and commissioned in strict compliance with all applicable laws, regulations including industries (Development & Regulations) Act, 1951 & Industrial Disputes Act, 1947 and any amendments there under, labour agreements, Safety rules and PF compliance, working conditions and technical codes and requirement as applicable from time to time. All laws, rules and regulations required to be followed in execution of the order / contract, must be complied with. The Vendor should execute and deliver such documents as may be needed by the Purchaser/ owner in evidence of compliance. Any liability arising out of contravention of any of the laws on executing this order shall be the sole responsibility of the Vendor and the Owner shall not be responsible in any manner whatsoever

24.GOVERNING LAW:

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.

25.SETTLEMENT OF DISPUTES & ARBITRATION:

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

26. REQUIRED DOCUMENTS FOR MATERIALS:

For all materials at the time of supply

1	G/W Cert.	Guarantee/Warranty Certificate
2	manu_test	Manufacturer test certificate for the item(Language should be in English)

27.AGREEMENT:

Immediately after receipt of order & submission and verification of the requisite performance security (wherever applicable) the successful bidder will have to execute an agreement with DVC as per the provisions of DVC norms. No payment will be made unless an agreement is executed. The said agreement will be duly signed by the authorized representative of DVC and authorized signatory of Supplier/Contractor/ Service Provider/Consultant. 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. 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 as per CANCELLATION/SHORT CLOSURE clause and may retender and in this re-tender such defaulting bidder will not be allowed to participate

28. OTHER TECHNO COMMERCIAL TERMS & CONDITIONS I: -

(A) LAWS:

(a). Vendor should have to abide by all Statutory Acts and Laws and Regulations of respective Government as applicable.

(b). Vendor shall be responsible for compliance of all statutory obligations under Factories Act.1948, Contract Labour Act, Minimum Wages Act, Payment of Wages Act and also be responsible for payment of employees contribution under EPF etc, if applicable.

(c). A vendor has to obtain labour license from statutory body i.e. concerned office of the Regional Labour Commissioner (Central), if applicable.

(d). Vendors shall have to obtain license from Govt. License authority under Contract Labour Regulation and Abolition Act and the copy of the same will have to be produced, if applicable.

(e). The workers deployed by vendor will be bound by regulation of Factories Act.1948 and its amendments thereafter. Minor and women labours shall not be engaged in this job.

(B) DISCIPLINE: The contractor's employees should maintain proper discipline and behavior and do not cause any hindrance to smooth running of the Power Plant or in execution of duties by DVC, MTPS Employees. The Controlling Officer is fully empowered to ask the contractor to withdraw any worker/workers on charges of misconduct, incompetence/ negligence in discharge of duties and such worker/workers may not be deployed without his permission.

(C) TERMINATION: Termination of contract will be applicable as per Clause No.24 of OPTIONAL TERMS & CONDITIONS OF CONTRACT of GCC. GCC-2016 is available on the DVC website.

(D) SAFETY CLAUSE: As per attachment.

(E) LOCAL RULES & REGULATIONS: - The contractor has to abide by the rules and regulations framed by DVC authority which may change from time to time in the interest of the project. They are to follow the duty hours as will be specified by the controlling officer during execution of contract.

(F) UPWARD VARIATION: - Any upward variation in taxes & duties beyond the contract period will be borne by you. However, any decrease in this respect will have to be passed on to DVC.

(G) COMPLIANCE OF EPF & ESI SCHEME: - Compliance of EPF & ESI scheme for the workers engaged by the Contractor shall be done as per rules.

(H) DISCONTINUATION OF JOB: - In case the job is found discontinued by Contractor within the contractual period, DVC, MTPS shall have the right to award part or full job to any other outside agency and the expenditure thereof shall be deducted from their bill of the contractor.

(I) SECURITY GATE PASS: - The contractor must arrange Photo gate pass at his own cost for his workmen from the security department and the rules and regulations related to this subject shall be binding on the contractor.

(J) PRECAUTIONARY MEASURES TO AVOID DAMAGE OF OTHER EQUIPMENT: - The contractor should take care of safety of equipment and property of DVC, KTPS. Any loss to this effect will be the contractor's responsibility entirely and they shall have to make good for the losses and extra expenditure incurred by DVC, MTPS thereof.

(K) CPE: - Contractors have to support in generating contractor performance evaluation sheet (In the prescribed format as per annexure- enclosed). No bill will be passed/No payment will be made before submission of contractor performance evaluation report.

(L) SUBLETTING OF CONTRACT: - You should not sublet the work to any other agency without prior permission of the DVC Authority.

29. OTHER TECHNO COMMERCIAL TERMS & CONDITIONS II: -

(A) UNAUTHORIZED OCCUPATION/POSSESSION: - Unauthorized occupation/possession of Quarters/Shop/Plot of land of DVC will be treated as a disqualification and tender submitted/Contract awarded is liable to be rejected/cancelled, as the case may be, at any stage if the vendor or his authorized representative is found to be having such unauthorized occupation/ possession.

(B) OTHER TERMS & CONDITIONS: - The subject work shall broadly be governed by the terms and condition of NIT & the terms and condition not herein will be guided by DVC GCC (available on DVC website).

(C) NIGHT DUTY ALLOWANCE (WHEREVER APPLICABLE): - Night Duty Allowance (wherever applicable) will be paid extra as per the methodology as mentioned below: Documentary evidence towards making payment of Night Duty Allowance (wherever applicable) by the contractor to the Workers/Supervisors engaged in execution of the Work Orders/contracts, subject to maximum limit as stipulated in BOQ.

(D) STATUTORY AND NON-STATUTORY COMPONENT OF WAGES:- The Contractor is required to pay as per the current prevailing rate as applicable to their Workers/Supervisors engaged for execution of the said Work Orders/contracts.

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30. Other Important T&C

1. All the related material for execution of the job as per scope of work inclu

- ding transportation should be arranged by the vendor on their own cost.
2. The vendor should arrange for liaison with metrology department for stamping of Weigh Bridge. Stamped test weights for calibration and stamping of weighbridge will be provided by DVC, MTPS. Stamping with metrology department is in the cope of Vendor.
 3. All necessary workman for execution of the work is to be arranged by the vendor.
 4. All the required tools and tackles for the job should be arranged by the vendor on their own cost.
 5. The vendor will be fully responsible for safety of the workman deployed by them.
 6. Identification Marking: Manufacture's identification marking should be embossed / impressed on each item.
 7. Each piece of instrument must be manufacturers accompanied by catalogue containing the operation manual and maintenance, installation and commissioning instructions, spare's part list, drawing and circuit diagram (wherever required).
 8. Drawing and design: The job is to be carried out as per Rice Lake's drawing and design duly approved by DVC. All drawing and designs for mechanical, electrical, instrument and civil scope of work are to be furnished by the vendor against the order.
 9. Validity of contract will be 12 months from the date of issuance of work order.
 10. The firm will be fully responsible for safety of the workman deployed by them.
 11. EPF& ESI scheme will be applicable as per rule.
 12. No sub-contractor can be engaged by the contractor for execution of full or part of any job under this contract unless specifically approved by DVC management.
 13. In case of any dispute regarding quality of work etc. decision of Engineer-in- Charge FGD DVC, MTPS will be final.
 14. The entire work will be inspected by the Engineer-in- Charge FGD DVC, MTPS
 15. Contractor should engage only ensured labour.
 16. Necessary unskilled labour required for the job shall be taken from the local people available however choice of workers will be at discretion of Engineer-in- Charge based on their skill to perform subject work.
 17. **Guarantee Period:** 18 months from the date of delivery or 12 months from the date of commissioning whichever is earlier.
 18. Goods supplied will always be subject to our inspection on arrival at the destination.
 19. Other terms & conditions of DVC will be applicable.
 20. **Required Documents:** Test certificate & Guarantee/Warrant certificate of all supplied materials.

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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-IV: Bid Forms and Procedures (BFP) and Vol-V: Technical Specification and Other Terms & Conditions 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 and Conditions and all other terms & conditions of Vol-I: Invitation for Bids (IFB), Vol-II: Instructions to Bidders (ITB) & Vol-IV: Bid Forms and Procedures (BFP) and Vol-V: Technical Specification and Other Terms & Conditions shall prevail over those in the DVC's GCC.

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.

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.

***SCOPE OF SUPPLY & SCOPE OF WORK/DESCRIPTION/ ---AS PER ATTACHMENT UPLOADED IN BID ATC**

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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---