

## बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	18-03-2026 10:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	18-03-2026 10:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Power
विभाग का नाम/Department Name	Contracts And Materials
संगठन का नाम/Organisation Name	Damodar Valley Corporation
कार्यालय का नाम/Office Name	Damodar Valley Corporation
कुल मात्रा/Total Quantity	109
वस्तु श्रेणी /Item Category	Item no.1 , Item no.2 , Item no.3 , Item no.4 , Item no.5 , Item no.6
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Diaphragm for APH scavenging valve, SPARE KIT FOR SADC POWER CYLINDER -SPARES FOR OIL BURNERS(AIR COOLED), Seal Kit for Power Cylinder, Make:GG Pneumatics, Dia : 300mm, Stroke Length : 2010 mm. Max. Working Pressure-7 kg/cm2 Power Cylinder Sl. No-165/300FF/2110-50V, Seal Kit Set for Pneumatic Cylinder (Model No: PCD6X8) for COLD Air Damper of Coal Mills, Seal Kit set for Pneumatic Power cylinder (Model No: PCD8X16) of HOT Air Damper of Coal Mill,, Seal Kit for Power Cylinder, Make:GG Pneumatics, Dia : 200mm, Stroke Length : 1310 mm. Piston Rod-35 mm Viton Seal, Max. Working Pressure-7 kg/cm2, Power Cylinder Sl. No- 224/200/FF1310-35B

**बिड विवरण/Bid Details**

<p><b>GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS</b></p>	<p><b>Searched String:</b> Diaphragm for APH scavenging valve</p> <p>Diaphragm type valves for general purpose - IS 11791, Valves for Pneumatic Tyres conforming to IS 9081, Acoustic Binaural Stethoscope (V3), Pressure Relief Device/Valve (PRV/PRD) For Oil Filled Transformer (BHEL), Auto Drain Trap Valve- Solenoid operated (To drain Water) for Oxygen Concentrator, Sluice Valve For Water Works Purposes (50 To 1200 Mm Size) (V2) As Per Is 14846, Body Seat Ring For Non Return Valve-IS:5312, Portable Toilet, Fittings and Accessories for Power Transformer, Drain Valve and Flanges as per IS:3639, Modular Toilet</p> <p><b>Searched String:</b> SPARE KIT FOR SADC POWER CYLINDER - SPARES FOR OIL BURNERS(AIR COOLED)</p> <p>Transformer Oil BDV Test Kit</p> <p><b>Searched String:</b> Seal Kit for Power Cylinder, Make:GG Pneumatics, Dia : 300mm, Stroke Length : 2010 mm. Max. Working Pressure-7 kg/cm2 Power Cylinder Sl. No- 165/300FF/2110-50V</p> <p>Category not available on GeM for the text string uploaded by the buyer</p> <p><b>Searched String:</b> Seal Kit Set for Pneumatic Cylinder (Model No: PCD6X8) for COLD Air Damper of Coal Mills</p> <p>Category not available on GeM for the text string uploaded by the buyer</p> <p><b>Searched String:</b> Seal Kit set for Pneumatic Power cylinder (Model No: PCD8X16) of HOT Air Damper of Coal Mill,</p> <p>Category not available on GeM for the text string uploaded by the buyer</p> <p><b>Searched String:</b> Seal Kit for Power Cylinder, Make:GG Pneumatics, Dia : 200mm, Stroke Length : 1310 mm. Piston Rod-35 mm Viton Seal, Max. Working Pressure-7 kg/cm2, Power Cylinder Sl. No- 224/200/FF1310-35B</p> <p>Category not available on GeM for the text string uploaded by the buyer</p>
<p><b>अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification</b></p>	<ul style="list-style-type: none"> <li>• Needle Valve</li> </ul>
<p><b>बीओक्यू शीर्षक /BOQ Title</b></p>	<p>Procurement of Seal kits of Power cylinders for Main Plant of KTPS</p>
<p><b>एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover</b></p>	<p>No</p>
<p><b>स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover</b></p>	<p>No</p>

<b>बिड विवरण/Bid Details</b>	
विक्रेता से मांगे गए दस्तावेज़/ <b>Document required from seller</b>	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/ <b>Do you want to show documents uploaded by bidders to all bidders participated in bid?</b>	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / <b>Minimum number of bids required to disable automatic bid extension</b>	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	3
बिड से रिवर्स नीलामी सक्रिय किया/ <b>Bid to RA enabled</b>	No
बिड का प्रकार/ <b>Type of Bid</b>	Single Packet Bid
प्राथमिक उत्पाद श्रेणी/ <b>Primary product category</b>	Item no.1
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय / <b>Time allowed for Technical Clarifications during technical evaluation</b>	3 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/ <b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
मूल्यांकन पद्धति/ <b>Evaluation Method</b>	Total value wise evaluation
मध्यस्थता खंड/ <b>Arbitration Clause</b>	No
सुलह खंड/ <b>Mediation Clause</b>	No

#### ईएमडी विवरण/EMD Detail

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

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

#### एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50

#### एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25

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 will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. 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 and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. 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 MSE 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. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

### Item No.1

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

#### तकनीकी विशिष्टियाँ /Technical Specifications

<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.

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	PRAHLAD KUMAR DAS	825421,KTPS Store, Damodar Valley Corporation (KTPS), Koderma Jharkhand	4	60

### Item No.2

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

#### तकनीकी विशिष्टियाँ /Technical Specifications

<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.

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

क्र.सं./S.No.	परिषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	PRAHLAD KUMAR DAS	825421,KTPS Store, Damodar Valley Corporation (KTPS), Koderma Jharkhand	50	60

**Item No.3**

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

तकनीकी विशिष्टियाँ /Technical Specifications

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.

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

क्र.सं./S.No.	परिषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	PRAHLAD KUMAR DAS	825421,KTPS Store, Damodar Valley Corporation (KTPS), Koderma Jharkhand	10	60

**Item No.4**

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

तकनीकी विशिष्टियाँ /Technical Specifications

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.

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	PRAHLAD KUMAR DAS	825421,KTPS Store, Damodar Valley Corporation (KTPS), Koderma Jharkhand	15	60

**Item No.5**

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

तकनीकी विशिष्टियाँ /Technical Specifications

<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.

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	PRAHLAD KUMAR DAS	825421,KTPS Store, Damodar Valley Corporation (KTPS), Koderma Jharkhand	20	60

**Item No.6**

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

तकनीकी विशिष्टियाँ /Technical Specifications

<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.

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	PRAHLAD KUMAR DAS	825421,KTPS Store, Damodar Valley Corporation (KTPS), Koderma Jharkhand	10	60

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

**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 up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

**2. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

TECHNO-COMMERCIAL TERMS AND CONDITIONS: -

Name of Procurement: Procurement of Seal kits of Power cylinders for Main Plant U#1 & U#2 of KTPS

Mode of Tender: Open

1. PRICE BASIS: The rates quoted by the bidder must be Firm till execution of the contract and on FOR-Destination Basis and in INR currency and the Offered/Quoted rate against the subject items should be inclusive of all taxes & duties (e.g., GST, freight, P&F etc.) FOR KTPS basis.

2. BID EVALUATION PROCEDURE - Bid evaluation will be done on summery Wise L1 basis.

3. Supplies must be strictly in accordance with specifications and/or drawings, samples etc. furnished or approved by the DVC. Suppliers will be responsible for deviation in respect of technical specifications and commercial terms and conditions whatsoever. Bidders are requested to go through the Clause No. 6 of GCC before submitting their offer.

4. INSPECTION - Goods supplied will always be subject to our inspection on arrival at the destination.

5. Packing and supply condition:

All items should be delivered in good condition with proper packing to avoid any transit damage. Materials with any damage will be rejected and the same is to be replaced by the vendor free of cost.

6. 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.

7. 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.

8. DELIVERY: Materials are to be delivered at KTPS store within delivery period from the issuance of Purchase Order. The details of delivery of materials are as follows.

a. Delivery Schedule (in days):60 days from the date of Issuance of Purchase Order.

b. Consignee: Controller of Stores, KTPS, DVC, Koderma.

9. The date of delivery to be reckoned as the date of receipt of the material at site by the consignee.

10. 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 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.

11. 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, copy right, workman compensation.

12. 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/Airs/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 indica

ting the name of the purchaser/consignee, PO No. , Gross and Net Weight and Dimensions with indelible prints 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.

13. OFFER VALIDITY - Bid offer must be kept valid for at least 90 days from the date of opening of the enquiry.

#### 14. LD CLAUSE AND RISK PURCHASE CLAUSE -

(i) 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 delivery, 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 materials 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.

#### 15. RISK 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.

#### 16. SECURITY DEPOSIT -CUM -PERFORMANCE GUARANTEE:

3% of the bill retained as a Security deposit cum performance guarantee and will be released after completion of guarantee/ warranty period.

17. CANCELLATION/SHORT CLOSURE -- The Owner may terminate/short close the contract, by not less than 30 days written notice to you, to be given after occurrence of any of the events specified in the Sl. No. (a) to (e) of this clause and 60 days in the case of the event referred to Sl. No. (f), (g) & (h) below: 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 materials for a period of not less than 60 days. d) If the Bidder, in the judgment of the Owner has engaged in corrupt or fraudulent practices in competing or in executing the Contract. For the purpose of this clause. e) Corrupt Practice means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution. f) Fraudulent Practice means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Owner. g) The vendor is otherwise precluded from complying with any of the terms of the order on account of any directives of any lawful authority. h) If the Owner, at its sole discretion, decides to terminate this Contract. It will be guided as per Clause No. 17 of GCC' 2023. GCC' 2023 is available in DVC website [www.dvc.gov.in](http://www.dvc.gov.in)

18. FORCE MAJEURE - It will be guided as per Clause No. 16 of GCC (General Condition of Contract). GCC, 2023 is available in DVC website.

19. DVC GENERAL CONDITIONS OF CONTRACTS: - The terms and conditions not mentioned herein shall be as per DVC GCC as applicable. If any contradiction arises between the conditions mentioned herein and those in DVC GCC the former shall prevail.

20. 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.

#### 21. SPECIAL INSTRUCTION TO BIDDERS -

May please furnish following documents along with other techno commercial documents with the bid -

(i) Copy of valid PAN and GST Registration Certificate, Status of the organization i.e. Company Registration Certificate, article of association, Proprietorship, Partnership deed, as the case may be.

(ii) Mention the HSN Code of all the materials.

(iii) Valid UDYAM certificate issued by MSME/NSIC, if applicable.

(iv) Declaration of Local content under Make In India (MII) for class-I/Class-II supplier from manufacturer, if applicable.

(v) No price escalation will be entertained.

(vi) In sending your quotation you will be deemed to have read, understood and accepted all terms and conditions stated in the Enquiry.

## 22.REQUIRED DOCUMENTS FOR ALL MATERIALS -

Document submitted by bidder at the time of supply of material:

I) Guarantee and Warranty certificate to be furnished during supply of finished product for all items.

II) F&I cert -1:1 interchangeability & fitment certificate are to be furnished during sup

## 23.INSTRUCTION TO BIDDERS (ITB) -

(i). MII Class 1/ Class2 Local Suppliers certificate- Bidders are requested to submit copy of MII Class 1/ Class 2 Local Suppliers certificate (self-authenticated) from manufacturer with details of place of local value addition.

(ii). MSEs registered with NSIC/MSME are required to upload the copy of valid NSIC/MSME/UDYAM registration certificate from appropriate Govt. authority in GeM Portal.

(iii) FORM-A: Bidders are requested to print the format for Acceptance of Commercial Terms, General Terms and Conditions and all other Terms of the RFQ on their letter head. This document will be signed by the bidder and the scanned copy of the same will be uploaded during bid submission.

(iv). Letter of Bid (Annexure-G): This will be downloaded by the bidder and will be printed/ typed on his letter head as per format. This document will be signed by the bidder and the scanned copy of the same will be uploaded during bid submission.

(v). Annexure-H: DETAILS OF BANKER FOR MAKING PAYMENT THROUGH RTGS/NEFT is to be uploaded in website (GeM) in .pdf form as it is required for RTGS / CBS /NEFT.

(vi) Affidavit (Annexure-I): Proforma for affidavit as per NIT to be uploaded by the bidder for genuineness of the information furnished on-line and authenticity of the documents produced before Tender Committee for verification in support of his eligibility on Non Judicial Stamp Paper (minimum value of Rs.10.

(vii). Certificate: Bidders are requested to print/ type on their letter head as per format of certificate. This document will be signed by the bidder and the scanned copy of the same will be uploaded on GeM Portal during bid submission.

(viii) Offered Material Details - The bidders are requested to print/Type The offered material sheet and upload the scan copy along with bid documents after getting signed from authorized person with company seal & stamp.

(ix). The bidders are requested to download the format of Letter of Bid [i.e. Annexure-G], Details of Banker for Making Payment through RTGS/NEFT [i.e. Annexure-H], Affidavit (Annexure - I) Certificate sheet from hyperlink given in clause no: 3 i.e. Buyer uploaded ATC document under "Buyer Added Bid Specific Additional Terms and Conditions" and fill as per given instruction and upload the same in website (GeM) in .pdf file (No price part should be mentioned in this document).

(x) Estimated Bid Value is Excluding GST. However, your quoted price on GeM should be inclusive of all i.e., GST, freight, P&F etc.

(xi) Please download Specification and read carefully its item descriptions, quantity & Unit of Measurement and quote accordingly and submit/upload it after duly authorized signature & company seal stamped.

(xii). OUR BANKER: Bank of India, Banjhedih (Branch Code no. 4989, IFSC code- BKID0004989, Micro code- 825013612).

(24). Settlement of disputes & Arbitration: As per Clause no. 33 and Clause no. 20 (Optional terms & conditions of Contract) of GCC- 2023. GCC, 2023 is available in DVC website.

(25). Note:

(i) In accepting the order, you are understood to accept to all responsibilities for any infringement in registered design, trademark, patent rights etc.

(ii) Self-certified photocopies of all relevant documents e.g. recent PO copies, VAT/STRC/GST etc., wherever needed to be enclosed with the offer. However, DVC reserves the right to call those original documents, if needed failing which the offer is liable for rejection.

(iii) All technical and commercial terms & Condition mentioned in the subject bid will be deemed to have been accepted by you if you quote the rate. The Bidder who has not complied all the terms & conditions of NIT/Tender Document and taken deviation elsewhere, will be asked to withdraw unconditionally the deviation without any price implication within the specific time frame failing which their offers will not be considered for opening of price bids.

(26) Documents need to submit at the time bid submission:

I) Copy of valid PAN and GST Registration Certificate, Status of the organization i.e. Company Registration Certificate, article of association, Proprietorship, Partnership deed, as the case may be.

II) Valid UDYAM certificate issued by MSME/NSIC, if applicable.

III) Declaration of Local content under Make In India (MII) for class-I/Class-II supplier from manufacturer, if applicable.

iv. Offered Material Details

v. Letter of Bid [i.e. Annexure-G], Form-A, Details of Banker for Making Payment through RTGS/NEFT [i.e. Annexure-H], Affidavit of Annexure - I, Certificate.

(27). COMMUNICATION/ CONTACT NO: -

(a) If any queries related to enquiry/NIT/P.O., you may contact to Shri ANAND PRAKASH LAL Sr. Manager (C &M) KTPS, DVC, Koderma. Mobile No.: 9204469428, Mail-ID: anand.lal@dvc.gov.in OR Shri Somnath Chanda, Manager(C&M) KTPS, DVC, Koderma, Mob No- 9933312151, Mail ID : somnath.chanda@dvc.gov.in .

(b) Paying Authority: The Sr. Manager (Finance), KTPS, DVC, P.O.- Koderma, Banjhedih, Pin No. -825421, R AJA SAGAR SINGH Mobile No9431582115,. Please contact with him for any queries regarding Payment.

(c). Indenting department: - If any queries related to technical specification, Mr. S SARKAR, Sr. Manager (C &I), Mob No -8250492867

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### 3. Buyer Added Bid Specific ATC

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

## अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and

resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

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

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

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

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

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-**

**compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

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

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---धन्यवाद/Thank You---**