

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	27-03-2026 10:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	27-03-2026 10:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (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	3
वस्तु श्रेणी /Item Category	Multifunction Printer (Print, Scan, Copy) (Q2)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	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। / Minimum number of bids required to disable automatic bid extension	3

बिड विवरण/Bid Details	
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/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
अनुमानित बिड मूल्य / Estimated Bid Value	84660.99
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
-------------------	----

#### ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
-------------------	----

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.

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.

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

PRICE BREAK UP - [1772166837.xlsx](#)

**Multifunction Printer (Print, Scan, Copy) ( 3 pieces )**

(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)

Bis Required	Yes
--------------	-----

**तकनीकी विशिष्टियाँ /Technical Specifications**

[\\* जेम कैटेगरी विशिष्टि के अनुसार / As per GeM Category Specification](#)

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Generic	<b>Description of Stores</b>	Multifunction Machine Printer with Minimum 1 Year On Site Warranty, including Cartridge and Power Cord/Adapter
	<b>Print Technology</b>	Laser
	<b>Type of Printing</b>	Monochrome (Black), Colour Or higher
	Operating System Compatibility	Windows 10 and Above, Linux, Mac OS, Windows Server
Printing	<b>Print Paper Size</b>	A4 and Legal
	<b>Minimum Print Speed per Minute as per ISO/IEC 24734 in A4 Size-Monochrome (Black) (in PPM)</b>	26 to 30, 31 to 35, 36 to 40, 41 to 45, 46 to 50, 51 to 55, 56 to 60, 61 to 65, 66 to 70, 71 to 80, 81 to 90, 91 to 100, 101 to 120, 121 to 140, 141 to 160, 161 to 180 Or higher
	<b>Minimum Print Speed per Minute as per ISO/IEC 24734 in A4 Size-Colour (in PPM)</b>	Not Applicable, 1 to 5, 6 to 10, 11 to 15, 16 to 20, 21 to 25, 26 to 30, 31 to 35, 36 to 40, 41 to 45, 46 to 50, 51 to 55, 56 to 60, 61 to 65, 66 to 70, 71 to 80, 81 to 90, 91 to 100, 101 to 120, 121 to 140, 141 to 160, 161 to 180 Or higher
	<b>Minimum Speed per Minute as per ISO/IEC 24734 in A3 Size-Mono (in PPM)</b>	Not Applicable Or higher
	<b>Minimum Speed per Minute as per ISO/IEC 24734 in A3 Size-Color (in PPM)</b>	Not Applicable Or higher
	<b>Auto Duplexing Printing/Coping (2-sided Feature)</b>	Yes Or higher
Scanning	Maximum Scan Area (Platen/Flatbed Size)	A4 and Legal
	Scan To Functions	Folder, Email
PAPER HANDLING	<b>Original Document Feeder Type (For Scanning and Copying)</b>	Automatic Document Feeders (ADF), Reverse/Duplex Automatic Document Feeders (RADF/DADF), Single-Pass Document Feeders (SPDF) Or higher
	<b>Number of Main Paper Tray</b>	1
Connectivity	<b>Connectivity</b>	USB Port, Ethernet Port, Wi-Fi
	Accessories Provided	USB Cable

**Additional Specification Parameters - Multifunction Printer (Print, Scan, Copy) ( 3 pieces )**

Specification Parameter Name	Bid Requirement (Allowed Values)
As per attached "Technical Specification sheet" in GEM Bid	As per attached "Technical Specification sheet" in GEM Bid

\* Bidders offering must also comply with the additional specification parameters mentioned above.

**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	Deepika Roy	713207,Office of the Chief Engineer & Project Head, Durgapur Thermal Power Station (DTPS), Damodar Valley Corporation, P.O- DTPS (S.O), Durgapur, West Bengal	3	30

**Buyer added Bid Specific Additional Scope of Work**

क्र.सं./S.N o.	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items
1	ALL FORMS <a href="#">View</a>	ALL FORMS	Multifunction Printer (Print, Scan, Copy)(3)
2	Minimum Technical Specifications <a href="#">View</a>	Minimum Technical Specifications	Multifunction Printer (Print, Scan, Copy)(3)
3	ATC <a href="#">View</a>	ATC	Multifunction Printer (Print, Scan, Copy)(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.

**Special terms and conditions-Version:4 effective from 31-01-2025 for category Multifunction Printer (Print, Scan, Copy)**

1.

For Buyers		
1	Product Verification	The buyer/consignee shall verify the complete product details, including configuration, through the OEM website. The buyer/consignee should be able to perform these verifications without needing to create an account on the OEM website.

2	Warranty	<ol style="list-style-type: none"> <li>1. The buyer may ensure that as soon as supplies are received, a request for a warranty certificate is made, along with logging into the OEM website/call centre to verify the certificate.</li> <li>2. The product in GeM marketplace (Direct Purchase &amp; L1 purchase) comes with a minimum standard on site warranty of one year. In case the seller has standard warranty more than one year, the same may be mentioned in the catalogue (including in the model name) and in such case higher warranty offered shall prevail/supersede the minimum one year warranty.</li> <li>3. Buyer shall verify the actual number of prints completed by the Multifunction Machine Printer at the time of delivery (to ensure that the product has not been in use prior to delivery to the buyer) and may be verified using the Multifunction printer's built-in print counter or an equivalent tracking system as available with OEMs.</li> <li>4. Buyer may please note that warranty does not cover any consumables i.e. Cartridges/Toner/Ink/Developer and such consumables.</li> </ol>
<b>For Sellers</b>		
3	OEM Website Link/Part No for product verification	The OEM shall provide the OEM website link to the buyer at the time of delivery. The offered model details/configuration should be available on the OEM's website. A device serial number must also be provided at the time of supply, which must also be mentioned on the product supplied. The buyer/consignee must be able to verify the complete product details, including configuration, through the provided OEM website link.
4	Warranty	<ol style="list-style-type: none"> <li>1. The seller shall furnish a valid warranty Certificate/Tag in physical or digital format from the OEM to the purchaser, guaranteeing the product's coverage under the specified warranty terms. The warranty certificate should be verifiable through the OEM website/customer care centre.</li> <li>2. The warranty period will be valid for the specified number of years or until the printer reaches the OEM-defined Minimum Number of Prints within the Warranty Period, whichever is earlier, i.e. once the printer meets either the Minimum Number of Prints within the Warranty Period or the time duration specified, the warranty coverage will end.</li> <li>3. The actual number of prints completed by the printer during the warranty period may be verified using the printer's built-in print counter or an equivalent tracking system.</li> </ol>
5	Compliance of extended producer's responsibility	With effect from 1st April 2023, as per the E-waste rules 2022, EPR registration is mandatory for manufacturing entities. Therefore, all OEMs shall hold valid EPR registration, and the registration number should be reflected in the catalogue parameter. OEMs shall ensure compliance with all responsibilities as per EPR registration applicable from time to time.

## 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

# DAMODAR VALLEY CORPORATION

(ESTABLISHED BY ACT XIV OF 1948)

## MEDICAL DEPARTMENT

**DTPS HOSPITAL, DURGAPUR THERMAL POWER STATION  
N- 713207**

### **General Information / Instructions to the bidders**

#### **BIDDING DOCUMENTS FOR**

**“Purchase of Multi function Machine (All in One Printer) for DTPS Hospital”**

**Open Tender Enquiry (without reverse e-auction)**

**“THROUGH GeM PORTAL ONLY”**

## **LIST OF CONTENT**

<b>SECTION: I</b>	Invitation For Bid (IFB)
<b>SECTION: II</b>	Instructions To Bidders (ITB)
<b>SECTION: III</b>	Technical Specification Sheet
<b>SECTION: IV</b>	Techno-commercial Terms and Conditions
<b>SECTION: V</b>	All forms

## **SECTION-I: INVITATION FOR BID (IFB)**

Damodar Valley Corporation (DVC) invites online bids from eligible bidders on **Single Stage- One Envelope basis** for the under mentioned Supply. The tender will be processed only through GeM portal [URL: <https://gem.gov.in/>].

**DESCRIPTION OF SUPPLY:** Purchase of **Three (03) numbers** of Multifunction Machine (All in One Printer) for DTPS Hospital.

**TOTAL ESTIMATED VALUE :** Rs. 84,660.99 only (excluding GST) for 03 nos. of printer machine.

-

-

### **DOCUMENTS COMPRISING OF THE BID & BIDDING PROCEDURE**

**One envelope bidding procedure shall be followed as under :**

Envelope-I (Online) shall comprise of the following:

- 1.** Various forms and basic/statutory documents (as listed under “Documents to be submitted”)
- 2. Price bid-** to be submitted online in “template format” at designated place in GeM portal & no other format is acceptable.

**NOTE:** Bidders are requested not to upload any documents/files other than as asked in the Bidding Documents & its amendments (if any). Uploading of any documents/files by the bidder, other than as asked in the Bidding Documents and its subsequent amendments (if any), may lead to rejection of his Bid by DVC.

## DOCUMENTS TO BE SUBMITTED through ONLINE

**Bidders must upload the signed and filled scanned copy of the following documents on GeM portal as per the formats / Forms given at the end of this document:**

1. Letter of Bid **on bidder's letterhead** (Form-01)
2. **Notarized affidavit** for genuineness of the information furnished on-line and authenticity of the documents on **non-judicial Stamp Paper** of minimum value of Rs. 10 (Form-02)
3. **Notarized Affidavit** for Power of Attorney on **non-judicial stamp paper** of minimum value of Rs.10 (Form-03)
4. Certificate of No Relation in DVC **on bidder's letterhead** (Form-04)
5. About vendor information **on bidder's letterhead** (Form-05)
6. Details of Banker for making payment through RTGS/NEFT (Form-06)
7. Declaration regarding Acceptance of All Terms and Conditions (ATC) **on bidder's letterhead** (Form-07)
8. Contractor's Performance Evaluation (DVC) sheet (Form-08)
9. Certificate for compliance of GOI's orders **on bidder's letterhead** (Form-09)
10. Declaration [Whether the Bidder is presently debarred/banned by any other procuring entity for violation of 'Public Procurement (Preference to Make In India)] **on bidder's letterhead** (Form-10)
11. Declaration of local content (Form-11)
12. Techno-commercial sheet (Form-12)
13. Bidder's compliance sheet (Form-13)
14. MANDATORY DOCUMENTS (ANNEXURE- MD / FORM No.- 14)
15. Format for declaration by the Bidder for Conflict-of-Interest, ANNEXURE 1-1 **on bidder's letterhead** (Form-15 A)
16. **Format for declaration by the Bidder for Compliance to "Prevention of Corruption" provisions, ANNEXURE 1-2 on bidder's letterhead** (Form-15 B)
17. GST Registration Certificate
18. PAN card
19. Price Break Up (X-cell sheet)
20. Others documents in support of firm/company authorisation if any.

**IMPORTANT NOTE: Both affidavits as listed above must be duly notarized by a notary public and must be on non-judicial stamp paper. Affidavits not meeting these criteria will not be accepted.**

## **COMMERCIAL AND TECHNICAL DEVIATIONS**

No deviation is allowed for the instant tender.

## **CORRESPONDENCE**

**For technical queries, if any, the bidders may contact the following personnel of indenting department:**

**(i) DR. DEEPIKA ROY, DEPUTY CHIEF MEDICAL OFFICER, DTPS, DVC; Mob.: 947 4454056 ; E-Mail: deepika.roy@dvc.gov.in**

**(ii) Dr. TANMOY KARMAKAR, SENIOR MEDICAL OFFICER, DTPS, DVC; Mob.: 9474883957 ; E-Mail: tanmoy.karmakar@dvc.gov.in**

**For bill/payment related queries, if any, the bidders may contact the following personnel of Finance department:**

**(i) PARTHA MUKHOPADHYAY, Sr. Manager (Finance), DSTPS, DVC; Mob.: 8 777605528 ; E-Mail: partha.mukhopadhyay@dvc.gov.in**

-  
-  
-  
-

## **COMMUNICATION DETAILS**

## **Address for communication:**

DTPS Hospital, DVC, Durgapur- 713207.

## **SECTION-II: INSTRUCTIONS TO BIDDERS (ITB)**

### **INSTRUCTIONS RELATED TO E -TENDERING**

1. This tender will be processed in online mode only through Government e-Marketplace (GeM) portal [**URL:** <https://gem.gov.in/>].
2. All bid documents are required to be submitted in online mode only in the designated cover(s)/envelope(s) on GeM portal. Tenders/bids shall be accepted only through online mode and no manual submission of the same shall be entertained. Late tenders will not be accepted. **Hard copy of only desired documents (if required) as mentioned in NIT needs to be submitted.**
3. Bidders must use their GeM seller ID and password for participation in the tender. Bidders who do not have GeM seller ID must register themselves as seller in GeM Portal. Bidders may also refer to the Seller Help Document for participating in the tender which is available on GeM website.
4. Any addendum/corrigendum/extension, if required, pertaining to this NIT will be hosted in GeM portal only. Bidders are requested to visit GeM portal regularly for any addendum/corrigendum/extension till opening of the bids.
5. No notification/amendment/addendum/corrigendum shall be published in newspapers in respect of this tender.
6. DVC shall not be responsible in any way for any delay/ difficulties/ inaccessibility of the downloading or uploading facility from the GeM website for any reason whatsoever.
7. Downloading of Tender Documents by any Bidder shall not construe that such Bidder is considered to be qualified. Transfer of Tender Documents downloaded by one intending bidder to another is not permissible.
8. In case of any discrepancies found between the downloaded tender documents from the website and the master copy available in the website, the later shall prevail and will be binding on the bidders. No claim/appeal on this account will be entertained or given cognizance.
9. Bidders are advised to go through "Training Module in GeM", "GeM Terms & Conditions", "GeM GTC" and "FAQ" links available on the Home page of the GeM portal for guidelines, procedures & system requirements. In case of any technical difficulty, bidders may contact the help desk numbers & E-Mail IDs mentioned in the GeM portal.
10. DVC reserves the right to reject any or all bids or cancel/withdraw the Invitation for bids without assigning any reason whatsoever and in such case, no bi

der/intending bidder shall have any claim arising out of such action.

11. All tenderers would be bound by the terms and conditions as detailed in the tender specifications of DVC.
12. Bidders are expected to go through all instructions, forms, terms, specifications, and other information in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect, that will be at the bidder's risk and may result in rejection of its bid.
13. Multiple bids by the same person (individually or as a part of a JV Company/ Consortium or Associate) are not allowed. Any person that controls (directly or indirectly) a bidder or a member of the bidding Consortium or Associate/ JV Company or any other person(s) which is/are controlled (directly or indirectly) by the aforementioned person, or any person that is controlled (directly or indirectly) by such bidder or member of bidding Consortium or Associate/ JV Company, shall not bid on its own or as a member of a Consortium or Associate/ JV Company for which the bidder or the bidding Consortium or Associate/ JV Company has submitted a bid.

For the purposes of this clause, the term 'person' means any individual, company, corporation, partnership (whether limited or unlimited), proprietorship, trust or any other entity (whether incorporated or not), Hindu undivided family, union or association and in case of a trust shall include the trustee or the trustees for the time being. For the purposes of this clause, the term 'control' as applied to any person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of that person whether through acquisition of shares, voting securities, by contract, or otherwise.

14. Before submission of their offer, bidders are requested to go through the "General conditions of Contract (GCC)" of DVC in order to familiarize themselves with the DVC's commercial terms & conditions and bid evaluation procedure.
15. DVC reserves the right not to accept the lowest rate quoted by a tenderer, without assigning any reason thereof.
16. DVC reserves the right to reject any or all the bids or to split up & award the tender to more than one bidder, without assigning any reason thereof.
17. Unsigned offer submitted by any bidder will not be considered valid.
18. The bidders who are found to be indulging in changing /adding or deleting the contents of the downloaded tender documents will be liable to face necessary action as deemed fit including banning, suspension of business dealings etc.
19. The bidders will be solely responsible for the correctness/genuineness of the downloaded tender documents from the website. If the offer is submitted thr

ough the downloaded tender documents which are incomplete, or with changed contents, then the offer will summarily be rejected.

20. All suits arising out of this enquiry and subsequent Work Order/Purchase Order if any, are subject to the jurisdiction of the Court only in the City of Kolkata and no other Court, when resolution/settlement through Arbitration fails.

21. The bidder shall quote all prices in Indian Rupees only.

22. The bid shall be submitted in ENGLISH language only.

23. The bidder shall bear all costs associated with the preparation and submission of bid. DVC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

24. DVC reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the DVC's action. Decision of DVC will be final and binding in this regard.

25. If the successful bidder on placement of LOI/LOA/Work Order/Rate Contract fails to execute the work within the time frame mentioned in the LOI/LOA/Work Order/Rate Contract or if the vendor refuses to execute the work after acceptance of their tender, they shall be disqualified for submission of tenders in future for a minimum period of 02 (two) years in DVC & further action may also be taken by GeM.

26. Scanned copies of all the required documents for meeting the qualifying criteria (if applicable) along with the bid documents shall be uploaded during submission of bid online for techno-commercial evaluation & compliance thereof. Tenders will be processed on the basis of scanned copies of the documents submitted by the bidders. However, hard copies of the QR related documents & other bid documents (original/self-authenticated & attested by public notary) may be asked from the L1 bidder for validating and record. If bidder fails to submit the same, their offer is liable for rejection.

### **CLARIFICATION ON BIDDING DOCUMENTS**

**(a)** A prospective bidder requiring any clarification to the bidding documents may notify DVC only through GeM platform or through E-Mail to the officers specially assigned for receiving the queries as mentioned under IFB up to the last date for submission of bid. DVC will clarify the relevant queries of the bidders through GeM platform/E-Mail.

Further, any modifications of the Bidding Documents which may become necessary as a result of the queries received from the prospective bidders shall be made by DVC exclusively through an amendment to the bidding documents in the GeM portal.

**(b)** The Bidder is advised to visit and examine the site where the facilities are to be installed and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for supply and installation of the facilities. The costs of visiting the site shall be borne by the bidder fully.

**(c)** The bidder and any of its personnel or agents will be granted permission by DVC to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the bidder, its personnel and agents will release and indemnify DVC and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

### **AMENDMENT TO BIDDING DOCUMENTS**

**(a)** At any time prior to the deadline for submission of bids, DVC may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective bidder, amend the bidding documents after due approval of Tender Inviting Authority.

**(b)** The amendment will be hoisted only on the GeM portal and will be binding on the bidders. Bidders are requested to visit GeM portal regularly for the same till opening of Bids. It will be assumed that the information contained therein will have been taken into account by the bidder in his bid.

**(c)** In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bid, DVC may, at its discretion, extend the deadline for the submission of bids.

### **PREPARATION OF BIDS**

-  
**(a) LANGUAGE OF BID:** The bid prepared by the bidder and all correspondence and documents related to the bid exchanged between the bidder and DVC shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in English language in which case, for purposes of interpretation of the bid, the translation shall govern.

-  
**(b) DOCUMENTS COMPRISING OF THE BID:** One envelope bidding procedure shall be followed for the subject package as specified under IFB.

**(c) PERIOD OF VALIDITY OF BID**

**(i)** Bids shall remain valid for a period of **180 days** from the date of opening of tender. A bid valid for a shorter period shall be rejected by DVC as being non-responsive.

**(ii)** In exceptional circumstances, DVC may solicit the bidder's consent to an extension of the bid validity period. The request and response thereto shall be made through GeM portal only. If a bidder accepts to extend the period of bid validity, the validity of bid security (if applicable) shall also be suitably extended. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request will not be required nor permitted to modify its bid.

-  
-  
**MODIFICATION AND WITHDRAWAL OF BIDS**

**(a)** The bidder may modify or withdraw its submitted Bid after submission/uploading, prior to the deadline prescribed for Bid submission/uploading. No bidder will be allowed to withdraw or modify the Bid after deadline of submission/uploading.

**(b)** The actions which shall be taken by DVC in case of withdrawal of bids at different stages of tender/bid participation are indicated below:

**(i)** If the withdrawal is online within the deadline of bid submission, the EMD (wherever applicable) will be refunded.

**(ii)** If the request of withdrawal is received after the deadline of bid submission and before opening of bid, the bidder will be disqualified and his EMD (wherever applicable) will be forfeited and the bids of remaining bidders will be opened.

**(iii)** In the event of L1 bidder backing out prior to the placement of order, the bidder shall be suspended for a period up to one year from the date of issue of suspension order and re-tender shall be done. In this re-tender, such defaulting Bidder will not be allowed to participate. EMD (wherever applicable) will be forfeited.

**(iv)** If the L1 bidder withdraws his bid/does not acknowledge the order after issue of LOA/PO/Work Order, then his EMD (wherever applicable) will be forfeited and the bidder shall be suspended for a period up to one year from the date of issue of suspension order and re-tender shall be done for the items awarded to him. In this re-tender, such defaulting Bidder will not be allowed to participate.

**REMARKS:** L1 bidder in this case means the bidder who has quoted lowest price amongst the QR and techno-commercially compliant bidders.

-

### EVALUATION OF THE BIDS AND THEIR CLARIFICATION

-

After opening of the bids, a comparative statement of the price part will be prepared for all the participating bidders and techno-commercial evaluation will be done for the L1 bidder only. If techno-commercial documents of the prospective L1 bidder are found not to be aligned with the NIT requirement, then only techno-commercial evaluation of L2 bidder will be done. This process will be repeated till finalization of the prospective bidder aligned with the NIT requirement.

DVC will carry out detailed evaluation of the L1 bid on the basis of documents furnished by the bidder in support of Qualifying Requirement (if applicable) as well as techno-commercial parameters.

Firstly, documents submitted by the L1 bidder in respect of QR (if applicable) will be examined. If L1 bidder is not found to meet the QR, their bid shall not be considered further and bid of L2 bidder will be evaluated. This process will be repeated till a prospective bidder is found to meet the QR.

For the prospective bidder thus determined, if required, a clarification request will be raised by DVC in GeM portal (**OR** will be sent by DVC through E-Mail) to seek any basic/statutory forms/documents which are missing in their offer. The bidder shall be allowed only a specific time period as deemed reasonable (generally 2 to 3 days), to respond to the clarification request. If the bidder fails to furnish the required details/documents within the aforesaid period, it shall be deemed that he has nothing more to supplement the data already furnished in his bid and his bid should be evaluated with the data/information already submitted/uploaded.

-

**IMPORTANT NOTE:** The bidders must mandatorily furnish all the supporting documents with regard to qualification criteria (if applicable) of the NIT along with their bid. QR compliance status of the bidders will be ascertained only from the documents submitted along with their bid and there shall be no provision of seeking any shortfall documents in respect of the QR criteria.

-

Notwithstanding anything stated above, DVC reserves the right to assess the capabilities and capacity of the bidder to perform the contract at any stage during the entire bid evaluation period and prior to award of Contract, should the circumstances warrant such assessment in the overall interest of DVC.

-

-

## **CONSIDERATION OF ABNORMALLY LOW BIDS**

An abnormally low bid is one in which the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price. DVC may in such cases seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, resource mobilization, allocation of risks and responsibilities, order execution plan, and any other requirements of the bid document. If the L1 price is determined to be unworkable after examining the justification provided by the bidder, the price may be rejected, and the next higher bidder (L2 and so on) may be considered for award.

## **VERIFICATION OF DOCUMENTS**

**(a)** L1 bidder(s) will have to produce the documents (original/self-authenticated and attested by Public Notary), as specified in the NIT, in support of the information furnished by them online, for verification by DVC on any working day. These documents shall be produced within 10 days from the date of notification by DVC. No additional time will be allowed to the bidder for producing the required documents.

**(b)** In case the L1 bidder fails to produce the documents within the specified period of 10 days, or if any of the information furnished by the L1 bidder online is found to be false during verification of documents, which changes the eligibility status of the bidder, then following action will be taken:

"The defaulting such L1 bidder will be liable with forfeiture of EMD with caution letter to refrain in future and in event of second instance, EMD will be forfeited and banning of L1 bidder for one year from participating in future tenders."

**REMARKS:** L1 bidder in this case means the bidder who has quoted lowest price amongst the QR and techno-commercially compliant bidders.

### **REFUSAL/ BACKING OUT OF L1 BIDDER**

**(a) Refusal of L1 bidder to give break-up of price:** In the event of L1 bidder refusing to give breakup of price and in case order cannot be placed without price breakup, the bidder shall be suspended for a period up to one year from the date of issue of suspension order. The suspension will apply prospectively and during suspension period, enquiry shall not be issued to the firm and bid submitted in open tender shall be rejected.

**(b) Backing out of L1 bidder:** In the event of L1 bidder backing out prior to the placement of order, the bidder shall be suspended for a period up to one year from the date of issue of suspension order. The suspension will apply prospectively and during suspension period, enquiry shall not be issued to the firm and bid submitted in open tender shall be rejected.

**REMARKS:** L1 bidder in this case means the bidder who has quoted lowest price amongst the QR and techno-commercially compliant bidders.

### **LETTER OF AWARD**

**(a)** DVC will issue LOA/PO/Work Order/LOA-cum-Work Order to the L1 bidder(s) after verifying the supporting documents of the L1 bidder(s).

**(b)** Prior to the expiration of the period of Bid validity, DVC will notify the successful Bidder in writing by issuing LOA/PO for any Supply Contract and LOA/Work Order for any project/works/services/PMC/AMC/ARC etc., through E-Mail followed by hard copy handing over by suitable full proof method, that its Bid has been accepted. The said LOA/PO/Work Order will constitute the formation of the contract and 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 thereunder shall be made in Rupees.

**(c)** On receipt of such LOA/PO/Work Order/LOA-cum-Work Order, the successful bidder has to accept the same within 10 days from such issuance date. If acceptance of the successful Bidder is not received within the stipulated time, it will be assumed that LOA/PO/Work Order/LOA-cum-Work Order is acceptable by the successful bidder.

**REMARKS:** L1 bidder in this case means the bidder who has quoted lowest price amongst the QR and techno-commercially compliant bidders.

-

-

### **MEASURE AGAINST CARTEL FORMATION**

**(a)** If it is found that all or most of the bidders quote same or equal rates, DVC reserves the right to place order on one or more bidders with the exclusion of the rest without assigning any reason thereof.

**(b)** Bidders who quote in cartel are hereby warned that their names are likely to be deleted from the list of approved sources/ they are likely to be barred from participating in any tender in future or are likely to be blacklisted for a period of three years.

**(c)** DVC, whenever and wherever cartel formation is suspected, reserves the right to place order on any vendor/firm based on vendor rating/merit rating based on capacity/resources of bidders to perform the particular contract taking into account experience and best performance of similar job, capabilities with respect of personnel, equipments, of finance over and above, the eligibility condition prescribed in the tender.

### **THE FOLLOWING TENDERS/BIDS MAY BE REJECTED OUTRIGHTLY**

-

- a. Bids received after the due date and time of bid submission (i.e. late tenders)
- b. Offers received subsequently after original offer through open tendering.
- c. Bid is in the form of Fax/Telex/Telegram/E-Mail etc.
- d. Bids not submitted/uploaded at the designated place in the GeM portal.
- e. Correct amount of EMD in any one of the prescribed modes (or valid supporting document for EMD exemption) is not submitted along with the bid (only if EMD is applicable).
- f. Integrity pact is not submitted along with the bid or it is not in order as per th

e given instructions (only if integrity pact is applicable).

g. It is ambiguous with regard to any of the essentials, i.e. the items being offered, prices quoted, and the period of delivery.

h. It is from agents without proper authorization.

## **DEBARMENT OF BIDDERS DUE TO BANNING BY OTHER ORGANISATION**

In case where the business firm happens to have been banned/suspended by 'Any establishment of DVC' / 'Ministry of Power- Govt. of India' / 'Department of Expenditure (DoE), Ministry of Finance (MoF)- as displayed on GeM portal' and the ban/suspension is still in force on the date of bid opening or on the date of issuance of LOA/PO/Work Order, the offer of the business firm/authorized agent/distributor/dealer/affiliates shall not be considered.

-

## **CONTACTING THE EMPLOYER & AWARD OF CONTRACT**

Any effort by a Bidder to influence DVC in the Bid evaluation, Bid comparison or contract award decisions may result in rejection of his Bid. DVC will award the contract to the successful Bidder whose Bid has been determined to be substantially responsive and to be the lowest evaluated Bid, further provided that the Bidder is determined to be qualified to perform the contract satisfactorily.

-

-

-

## **GOVERNING LAWS & GENERAL PRINCIPLES**

The Contract shall be governed by and interpreted in accordance with the 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, Income Tax Act, Insurance Act, GST Act and all other related Acts/ Rules/ Regulations, Bye-laws, Order, Notifications etc. already in vogue or which 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/Contract shall in all respect be deemed to be and shall be construed and shall operate as an Indian Contract as defined in the Indian Contract Act, 1872.

Contract Act 1872 and all payments there under shall be made in Indian 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 DVC, that are necessary for the performance of the Contract. 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 DVC's name for the execution of the Contract.

The Contractor shall indemnify and hold harmless 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.

## **SECTION-III: TECHNICAL SPECIFICATION SHEET**

### **Technical specifications - Printer (Monochrome)**

<b>Sl. No.</b>	<b>Descriptions</b>	<b>Minimum technical parameters</b>
1	Printing technology	Laser
2	Cartridge technology	Composite cartridge
3	Type of printing	Mono
4	Paper size (Original/Image)	A4/A4
5	Platen/Flatbed size	A4
6	Print speed per minute as per ISO/IEC 24734 in A4 size- Mono	25 or more
7	Memory (MB)	64 or higher
8	Duplexing Feature	Yes
9	Networking Connectivity	Yes
10	Network Interface	Ethernet 10/100 or better
11	Yield of the cartridge supplied with machine as per ISO/IEC: 19752/2004(E) for Black (Number of prints)	900 or more
12	BIS registration under CRS of Meity	Yes

13	On site OEM warranty (years)	3 years
----	------------------------------	---------

-

### ADDITIONAL TERMS & CONDITIONS

**1. Warranty- Three (03) years onsite standard OEM warranty for all the supplied items.** The OEM warranty certificate shall be provided for all serial numbers of supplied items along with delivery of the items.

**2.** The supplied machines should be compatible with Windows 10 or later version.

**3.** Bidders shall quote only those products in the bid which are not obsolete in the market and has at least three years residual market life i.e. the offered product shall not be declared end-of-service support by the OEM before this period.

**4. Brand of printer-** HP/CANON/BROTHER only

**5. Cartridge/Toner-** Should be available in nearby market of DTPS (local market/Durgapur).

-

-

-

## SECTION- IV: TECHNO-COMMERCIAL TERMS AND CONDITIONS

### 1. PRICE BASIS :

The price quoted by the bidder shall be on **FOR-Destination** (DTPS Stores) basis. The contract price shall remain firm till execution of the contract. Packing & forwarding charges, freight charges up to Durgapur Thermal Power Station and GST as applicable shall be included in the quoted price. Supplies must be strictly in accordance with the drawings and specifications etc. as furnished or approved by the DVC.

### 2. LIQUIDATED DAMAGES CLAUSE

If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.

### 3. RISK PURCHASE CLAUSE

DVC 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 DVC in procuring the material, services and works. The procedure to be followed is given below:

(a) After the expiry of the specified date of delivery/completion period, if the Contractor fails to deliver the materials/ complete the work, a notice will be given to the Contractor for delivering the material/complete the work immediately.

(b) If the Contractor fails to deliver the material/complete the work, a final risk and cost notice will be served to the Contractor by registered post with A/D/ Speed Post/ E-mail, clearly indicating that if he fails to deliver the materials/ complete the work within specified period as per condition of the contract after receipt of the letter/E-mail, the same shall be outsourced/executed from other sources at the risk and cost of the Contractor.

(c) The existing order will be closed, and action will be initiated by DVC for procurement/completion of work & services of the balance items/portion. While taking such action, the defaulting Contractor/Vendor may not be given an opportunity against fresh enquiry/tender.

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

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

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

(g) In case the amount is considerable, legal action may be considered by DVC.

(h) Alternatively, DVC may short close the Order stating the reason for not resorting to risk purchase clause.

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

#### **4. INSPECTION/CHECKING/TESTING**

All materials to be manufactured/ supplied by the vendor against the Order shall be subject to inspection after arrival at site, check and/or test by the purchaser or his authorized representative. If upon delivery, the material does not meet th

e specifications, the material shall be rejected, and vendor will be intimated for repairs/modification etc. or for replacement. In such cases, all expenses including to-and from freight, repacking charges etc., if required shall be to the account of the vendor.

## **5. BID EVALUATION PROCEDURE**

Bid evaluation will be done on total value wise L1 basis.

## **6. VALIDITY OF OFFER**

180 days from the date of opening of tender.

## **7. PAYMENT TERMS**

**100% payment** along with full taxes and duties (if applicable) will normally be made through NEFT/RTGS within 15 working days after receipt, inspection, and acceptance of materials at site or from the date of receipt of invoice whichever is later, subject to submission and acceptance of SDBG if applicable.

## **8. (a) DELIVERY**

Materials are to be delivered at DTPS Stores within the delivery period.

The details of delivery of materials are as follows:

- (i)** Delivery Schedule: **30 days** from the date of placement of order.
- (ii)** Consignee: Controller of Stores, DTPS, DVC, Durgapur.
- (iii)** Section: **Hospital**, DTPS

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

## **(b) Documents to be submitted along with supply of materials**

**(i) Guarantee/warranty Certificate**

### **9. GUARANTEE/WARRANTY**

The vendor shall warrant that all materials supplied under the Order shall be new, unused and conform to the purchaser/owner's requirements and specifications as mentioned in the NIT. The vendor shall guarantee the materials under the Order for a period of **36 months** from the date of delivery against any defect in materials/manufacturing/workmanship.

The vendor shall agree to replace any material, which has been proved defective or fails to conform to the desired specification 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 the materials specified earlier.

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

The guarantee/ warranty certificate shall have to be furnished along with the supply of materials.

### **10. SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE (SDPG)**

***SDPG shall not be applicable for contract value up to Rs. 1 lakh. Further, for contract value more than Rs. 1 lakh, performance security clause shall be applicable as per DVCs clause.***

### **11. TRANSIT INSURANCE**

The items to be supplied have to be covered by Insurance during transit from vendor's works/site/godown up to the consignee's respective project/formation/store. It is mandatory to avail **DVC's Open Insurance Policy** for all concerned for all O&M Projects and all other installations.

### **12. 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 Dispute 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.

### **13. CONDITION OF REMOVAL OF FIRM FROM LIST OF KNOWN VENDORS**

Removal from the list of approved/known vendor/enlisted contractor may be ordered by the Chief General Manager/Sr. general Manager/CMM, if a firm: - (i) Makes any false declaration to Damodar Valley Corporation (DVC). (ii) Claiming drawing double payment or submitting invoice for double payment for the supply of same materials or carrying out the same job/work. (iii) If the vendor is non-responsive against our enquires for consecutive three times. (iv) Supplying defective materials and failure to replace the defective materials even after reasonable extension is given to the firm for rectification/replacement of the defective materials or carrying out defective/poor quality job, not conforming to specifications of the contract and failure to rectify it within stipulated time. (v) Fails to execute a contract or fails to execute it as per terms of contract. (vi) When the required technical staff or equipments are no longer available with the vendor or there is change in the production line of vendor. (vii) If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in the case of Limited Company, it is wound up or taken into liquidation.

### **14. 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 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 of anythi

ng 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.

## **15. FORCE MAJEURE**

Vendor shall not be considered in default if delay in delivery occurs due to causes beyond his control such as acts of God, natural calamities, civil wars, fire, strike, frost, floods, riot, and acts of unsurpassed power. Only those causes which have duration of more than seven (7) days shall be considered cause of force /calendar majeure. A notification to this effect duly certified by the statutory authorities shall be given by the Vendor to the Owner within 10 days from the date of such Force Majeure condition by registered letter. In the event of delay due to such causes, the delivery schedule will be extended for a length of time equal to the period of force majeure or at the option of the Owner the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of the Owner. In the event of such cancellation, the Vendor shall refund any amount advanced or paid to the Vendor by the Purchaser and deliver back any materials issued to him by the Purchaser and release facilities, if any, provided by the Purchaser. However, applicability of Force Majeure Clause in respect to a particular contract in the above backdrop is to be decided by Tender Accepting Authority.

## **16. LIMITATIONS OF LIABILITY**

Except in cases of Criminal Negligence or willful 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.

## **17. SUB-LETTING & ASSIGNMENT**

The Supplier/Contractor/Service Provider shall not sub- let or assign any part of the contract to any other vendor/agency without the prior written consent of DVC. Such assignments or sub-letting or transfer shall not relieve the Supplier/Contractor/Service Provider from any obligation, duty and responsibility under the contract. Any assignment, transfer or sub-letting without the prior written approval of DVC shall be void. DVC shall have the right to cancel/ terminate the contract in whole or in part and to purchase the goods/works/services from elsewhere and the Supplier/Contractor/Service Provider shall be liable to DVC for any loss or damage which DVC may sustain in consequence or arising out of such purchase and the Supplier /Contractor/Service Provider shall indemnify such loss or damage to DVC.

## **18. SETTLEMENT OF DISPUTES AND ARBITRATION**

It will be guided as per Clause No. 33 of GCC and Clause No. 20 (optional terms & conditions of contract) of GCC. GCC is available on DVC website.

## **19. VENDOR BILL TRACKING (VBT) SYSTEM**

A self-care vendor bill tracking system has been introduced under web URL: **<https://dvc.gov.in/billtracking/vendor/login>** where the vendor has to register themselves and submit their 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 hard copy for bill processing.

## **20. OUR BANKER**

Bank Name	Branch Name	Account No.	IFSC Code
<b>BANK OF INDIA</b>	<b>Andal</b>	<b>430630110000 018</b>	<b>BKID00043 06</b>

## **21. SPECIAL INSTRUCTION TO BIDDERS**

Bidders are requested to upload all the documents as mentioned under “**Documents to be submitted by bidders**” on GeM portal.

GST (in percentage) and HSN code as applicable must be mentioned for each material.

Conditional discount will not be considered for bid evaluation. However, if the offer becomes L-1 offer, DVC may accept discount while placing the order. Complete information on all the points as asked for in the enquiry should be given in the offer.

All Terms & Conditions stated in the NIT will be deemed to have been accepted by you if you quote the rate and nothing is explicitly mentioned in your offer. DVC reserves the right not to accept the rate quoted by you and reject the offer without assigning any reason thereof. In accepting the order, you are understood to accept to all responsibilities for any infringement in registered design, trademark, patent rights etc.

## **22. TERMINATION**

It will be guided as per clause no. 24 of “Optional terms & conditions of Contract” of GCC.

## **23. Clause: Conflict of Interest**

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Employer's interests. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they directly or indirectly control, or are controlled by or are under common control of another entity; **or**
- b) they have the same legal representative/agent for purposes of their bids; **or**
- c) they have relationship with each other, directly or through common third party(ies), that puts them in a position to have access to information about or influence on the bid of another Bidder; **or**
- d) Bidder and/or any of its allied entity(ies), which directly or indirectly control(s) or is(are) controlled by or is(are) under common control of another entity, has(ve) participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the tender; **or**

- e) Bidder participates in more than one bid in this bidding process.
- f) In cases of agents quoting on behalf of their principal manufacturers/service providers, one agent cannot represent two manufacturers/service providers or quote on their behalf in a particular tender enquiry. One manufacturer/service provider can also authorize only one agent. There can be only one bid from the following:
  - i) The principal manufacturer/service provider directly or through one Indian agent on his behalf; and
  - ii) Indian/foreign agent on behalf of only one principal.

For the purposes of this clause the term 'control' shall have the following meaning:

"Control" shall include the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders' agreements or voting agreements or in any other manner.

Note: If two or more CPSEs/State PSEs participate in a tender, they will not be deemed to fall under the 'Conflict of Interest' provisions solely because they are under common control of Government of India/State Government.

Compliance to "Conflict of Interest" provisions to be submitted as per format in Annexure 1-1

## **24. Clause related to Prevention of Corruption activities**

A public procurement contract, besides being a commercial transaction, is also a legal Transaction and it is abide by **Prevention of Corruption Act, 1988**.

- (1} The Bidder(s)/ Contractor(s} commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:
- a. The Bidder(s)/Contractor(s) will not, directly or through any other person of firm, offer, promise or give to any of Principal's employees involved in the tender process or the execution of the contract, or to any third person any material or other benefit, which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or, understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, an

y information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/Representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, details as mentioned in the "Guidelines on the Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/ Contractor(s). Further, as mentioned in the Guidelines all the payment made to the Indian agent/representative shall be in Indian Rupees only. Copy of the "Guidelines on the Indian Agents of Foreign Suppliers" is attached.
  - e. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (3) If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Para-1 & 2 above, or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify such Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed and to take action as per the procedure of "Banning of business dealings" of the Principal.

Compliance to "Prevention of Corruption activities" provisions to be submitted as per format in Annexure-II

## **GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS**

- 1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender of DVC.
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public  
/original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission / remuneration / salary/ retainer ship being paid by the principal to the agent before the placement of order by DVC.
- 1.2 Wherever the Indian representative have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

## **25. Terms and conditions which are not specifically mentioned herein s**

**hall be covered by the General Conditions of Contract (GCC) of DVC and General terms & conditions (GTC) of GeM. Bidders are requested to go through GCC of DVC (available at [www.dvc.gov.in](http://www.dvc.gov.in)) and GTC of GeM (available at [www.gem.gov.in](http://www.gem.gov.in)) before submission of their offers. If there is any contradiction, GeM GTC shall prevail over DVC GC C.**

\*\*\*\*\*

## **SECTION-V: ALL FORMS**

**LIST OF ALL FORMS: Please find these all formats of forms under the attached file named "ALL FORMS".**

-

1. Letter of Bid **on bidder's letterhead** (Form-01)
2. **Notarized affidavit** for genuineness of the information furnished on-line and authenticity of the documents on **non-judicial Stamp Paper** of minimum value of Rs. 10 (Form-02)
3. **Notarized Affidavit** for Power of Attorney on **non-judicial stamp paper** of minimum value of Rs.10 (Form-03)
4. Certificate of No Relation in DVC **on bidder's letterhead** (Form-04)
5. About vendor information **on bidder's letterhead** (Form-05)
6. Details of Banker for making payment through RTGS/NEFT (Form-06)
7. Declaration regarding Acceptance of All Terms and Conditions (ATC) **on bidder's letterhead** (Form-07)
8. Contractor's Performance Evaluation (DVC) sheet (Form-08)
9. Certificate for compliance of GOI's orders **on bidder's letterhead** (Form-09)
10. Declaration [Whether the Bidder is presently debarred/banned by any other procuring entity for violation of 'Public Procurement (Preference to Make In India)] **on bidder's letterhead** (Form-10)
11. Declaration of local content (Form-11)
12. Techno-commercial sheet (Form-12)
13. Bidder's compliance sheet (Form-13)
14. MANDATORY DOCUMENTS (ANNEXURE- MD / FORM No.- 14)
15. Format for declaration by the Bidder for Conflict-of-Interest, ANNEXURE 1-1 **on bidder's letterhead** (Form-15 A)
16. **Format for declaration by the Bidder for Compliance to "Prevention of Corruption" provisions, ANNEXURE 1-2 on bidder's letterhead** (Form-15 B)

**IMPORTANT NOTE: Both affidavits as listed above must be duly notarized by a notary public and must be on non-judicial stamp paper. Affidavits not meeting these criteria will not be accepted.**

### 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---