

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	28-09-2026 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	29-09-2026 12:00:00
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
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :nripendranath.mondal@dvc.gov.in Buyer Email id: kartik.chakroborty@dvc.gov.in
कुल मात्रा/Total Quantity	16
वस्तु श्रेणी /Item Category	Handheld Brush Cutter (V3) , Chain saw
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	chain saw
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Chain Saw (V2), Cleaning Duster (V3), Plastic Chain, Autopsy Saw, Pruning saw, Hand saw, Mobile Storage Compactors, Simplex Roller Chain, HSS SLITTING SAW, Domestic Wiper/Wiper Mopper (V3)
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	Chain Saw (V2)
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों 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
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single Packet Bid
प्राथमिक उत्पाद श्रेणी/Primary product category	Chain saw
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 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
Payment Timelines	Payments shall be made to the Seller within 15 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
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
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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/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ / Purchase Preference to MSE OEMs/ Service Provider available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	25

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall

upload the supporting documents to prove his eligibility for Relaxation.

5. **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 and its subsequent Orders/Notifications issued by concerned Ministry. Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

6. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. 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. 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 in case of product bids, whereas in case of services the eligibility is automatically validated. 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.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.

Handheld Brush Cutter (V3) (8 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)

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	Description	Hand Held Brush Cutter shall be petrol/electric/battery operated, ergonomically designed for cutting grass, weeds, and shrubs. It shall be supplied with blade, nylon head, harness, and tool kit
Features and Performance	Type of Machine	Hand-Held Brush Cutter
	Type of Prime Mover	Petrol Engine
	Type of Engine	2-Stroke, 4-Stroke
	Engine capacity in CC	> 45 CC ? 55 CC

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	Starting System	Recoil Start
	Fuel Tank Capacity (in ml)	> 500 ml ? 1000 ml
	Engine Cooling System	Air Cooled
	Type of Motor	NA
	Rated Power for Electric Motor in Watts (W)	NA
	Power Supply	NA
	Cable Length in (m)	NA
	Battery Type	NA
	Battery Voltage	NA
	Battery Capacity in Ampere Hour (Ah)	NA
	Number of Extra Batteries Supplied	0
	Power transmission	Centrifugal Clutch
	Type of Drive Shaft	Straight Shaft
	Shaft Diameter	> 20 mm ? 40 mm
	Cutting Mechanism	Nylon Line Head and Metal Blade
	Blade Type	Circular Saw
	Cutting Width (Nylon Head) in mm	> 300 mm ? 450 mm
	Cutting Width (Blade)	> 200 mm ? 300 mm
	Nylon line Dia	2.4 mm
	Speed control system	Variable Speed Trigger
	Handle design	Loop Handle / Bicycle Handle
	Shoulder support	Suitable Belt
	Anti-Vibration System	Yes
	Noise Level	Upto 90 dB
	Accessories Supplied with the Machine	Harness, Metal Blade, Nylon Head, Suitable Tool Kit, Safety Guard
Service, Warranty, Installation and Commissioning	Warranty against Manufacturing defect	1 Year
	Post warranty support	Agree to provide all supports and spares etc including CMC / AMC as per independent contract if placed by the buyer for 7 years from the date of commissioning

Additional Specification Parameters - Handheld Brush Cutter (V3) (8 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Other technical specification	As mentioned in Buyer Added ATC Document

* 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	Susil Kumar Handal	828116,Office of the SE, GOMD-IV, Damodar Valley Corporation, P.O- Kushunda, Dhanbad, Jharkhand	8	90

Chain Saw (8 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)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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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	Susil Kumar Handal	828116,Office of the SE, GOMD-IV, Damodar Valley Corporation, P.O- Kushunda, Dhanbad, Jharkhand	8	90

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

Description of Supply: “Procurement of Chain saw and brush cutter for GOMD - IV, Pukti, DVC through GeM portal”.

- A) Scope of Supply/Service/Work & Technical Specification is attached in “Vol-I-IV of Buyer Added Bid Specific ATC” Document.**
- B) Instruction to Bidder: - As per Vol-II of “Buyer added Bid Specific ATC documents” attached below.**
- C) BOQ/Items: As per GeM bid document:**

SCOPE OF SUPPLY/SERVICE/ WORK

S I n o	I T E M	TECHNICAL SPECIFICATION	Unit	Qu an tit y
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1	Brush cutter	<u>Technical Specifications for BRUSH CUTTER</u> – <table><tr><td>01</td><td>Functional Requirement</td><td>The machine will be utilized for cleaning grass, brush and jungle cutting</td></tr><tr><td>02</td><td>Engine Type</td><td>2 stroke / 4 stroke</td></tr><tr><td>03</td><td>Mechanism</td><td>Air cooled petrol driven</td></tr><tr><td>04</td><td>Power rating</td><td>Min. 1.3 hp</td></tr><tr><td>05</td><td>Cutting type</td><td>Metal blade cutter and nylon cutter, both to be supplied with the kit</td></tr><tr><td>06</td><td>Fuel tank capacity</td><td>Minimum 0.63 ltr. to maximum 2.0 ltr.</td></tr><tr><td>07</td><td>Dry weight</td><td>Not greater than 10 kg</td></tr></table> _____ <u>DEMONSTRATION:</u> The supplier shall demonstrate the rescue tool after delivery at the consignee's premises. Operational and general maintenance training of the above rescue tool shall be given to operational staff at user sites immediately after supply.	01	Functional Requirement	The machine will be utilized for cleaning grass, brush and jungle cutting	02	Engine Type	2 stroke / 4 stroke	03	Mechanism	Air cooled petrol driven	04	Power rating	Min. 1.3 hp	05	Cutting type	Metal blade cutter and nylon cutter, both to be supplied with the kit	06	Fuel tank capacity	Minimum 0.63 ltr. to maximum 2.0 ltr.	07	Dry weight	Not greater than 10 kg	Nos	08
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06	Fuel tank capacity	Minimum 0.63 ltr. to maximum 2.0 ltr.																							
07	Dry weight	Not greater than 10 kg																							
2	Chain saw	<u>Technical Specification of Chain Saw:</u> – Carbide Tipped chain saw are Petrol engine driven saws designed to cut through different building material like timber masonry, metal sheet, FRP, PVC etc. (not concrete) these are extremely useful for first responder for inspection, ventilation and obtaining access to victim during CSSR and for other tasks relating to extrication and recovery during natural and manmade disasters. <table><tr><td>01</td><td>Engine</td><td>Two stroke, single cylinder, air cooled petrol engine</td></tr><tr><td>02</td><td>Displacement within 100 cc generating power</td><td>Between 5 to 6.5 Hp</td></tr></table>	01	Engine	Two stroke, single cylinder, air cooled petrol engine	02	Displacement within 100 cc generating power	Between 5 to 6.5 Hp	Nos	08															
01	Engine	Two stroke, single cylinder, air cooled petrol engine																							
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03	Engine speed	Between 10000 to 14000 RPM at no load
04	Chain speed	Between 25 to 30 m/s.
05	Ignition system	Electronic with easy preferably one button start up
06	Guard bar length	16 Inch – 24 Inch one piece construction
07	Cutting Chain	Carbide tipped with locking key and solid bullet rake gauge of size 404 pitch 063 Gauge with heavy duty tie straps and tempered rivets. Fully automatic and adjustable chain lubrication system. Automatic chain broke system for quick stoppage when required. Arrangement for adjusting chain tension should be available
08	Provision for setting	Should have provisions for setting and adjusting Depth of cut.
09	Operator safety and comfort	Full wrap handle and arrangement for reducing vibration to be specified
10	Weight	Within 12 Kg
11	Noise level	Less than 110 Db @ 1 meter
12	Depth of cut	6 to 8"
13	Oil Tank Capacity	0.31 – 0.50 Litre
14	Fuel tank capacity	0.50 to 1 Litre

NOTE TO TENDERER

Vendor will specify the following for technical evaluation.

1.	Details ignition and starting system.		
2.	Details of carburetor drive system and air filtration.		
3.	Details of cutting chain		
4.	Certification if any BIS, ANSI.		
5.	Vendor will provide appropriate carry case, operation manual and maintenance tools.		
<u>DEMONSTRATION:</u> The supplier shall demonstrate the rescue tool after delivery at the consignee's premises. Operational and general maintenance training of the above rescue tool shall be given to operational staff at user sites immediately after supply.			

Other terms and conditions:

1. Manufacturer should have test/evaluation facilities, in case of non-availability, test should be got done from Govt. Lab/ Govt. approved/NABL Accredited lab only and report so obtained to be attached along with submission of bid.
2. Manufacturer to submit a valid license etc (if applicable).
3. A free Demo session to be arranged by the bidder at different locations of GOMD – IV, Putki. Detail of locations will be shared to the bidder after placement of order.

Note: The bidder is requested to submit technical specification sheet attached with GeM bid with seal and stamp as a token of acceptance of the same.

D) Buyer Added Bid Specific Terms & Conditions:

i) **PRICE BASIS:**

The Contract Price shall be FIRM & FIXED during the entire execution of the Contract and shall not be subject to any variation except on account of Statutory Variation on direct transaction between the Employer (DVC) & the Contractor.

ii) **TAXES, LEVIES AND DUTIES shall be as below:**

- (a) Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies, cess, etc. and charges assessed on the Contractor, its Subcontractors or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside of the country where the Site is located.
- (b) All taxes, duties, levies, royalties, fees, cess, etc in respect of the works, supply and all other services to be done by the Contractor as per the specifications of Bidding Documents and also taxes, duties, cess & levies as may be applicable on the materials used for the works, supply shall be to the contractor's account & included in the Contract Price. **The Contract price shall be inclusive of P&F Charge, Freight, GST & all other taxes, duties, levies, royalty, cess, fees etc. on FOR Destination Basis to the consignee location.**
- (c) However, if DVC pays any taxes, duties, levies, cess, etc directly to the concerned statutory authorities, the same will be deducted from contractor's bill.
- (d) Any changes in rate of GST and any new taxes, duties, levies, cess, etc. as imposed by statutory bodies after the last date of bid submission on the direct transactions between DVC and the Manufacturers/ Contractors/Service Providers /Suppliers will also be to the account of DVC as per rate ruling.

iii) **MODE OF SUPPLY/ DELIVERY PERIOD/ COMPLETION PERIOD:**

- Material to be supplied strictly as per bid specification.

- The materials shall be delivered on own arrangement of the Supplier.
- Material supplied will always be accompanied with manufacturer's test if any and guarantee certificate if applicable (period of guarantee as stated in guarantee clause of this NIT) and it will also be tested at site prior to acceptance.
- All safety measures should have to be adopted by the bidder to avoid transit loss / damage.

- **DELIVERY/COMPLETION PERIOD: The vendor shall supply, install, commission and demonstrate the system at site within 90 (ninety) days from the date of issuance of P.O.**

iv) **CONTRACT PERIOD:**

90 days from the date of issuance of contract.

v) **TRANSIT INSURANCE: As per GCC.**

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vi) **PAYMENT TERMS:**

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TERMS OF PAYMENT:

- **100% payment along-with all taxes and duties will be made by concerned Paying Authority, not exceeding 15 (fifteen) days from the date of receipt of the materials at Consignee's Stores in good condition, acceptance thereafter by DVC subject to successful demonstration.**
- **There is no scope for part payments for the subject tender.**

Note:

- The agency has to submit bills in triplicate duly pre-receipted in original
- All payments to the vendors will be released through RTGS/NEFT only.

vii) **SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE:**

For procurement up-to Rs. 1 Crore, security deposit shall be recovered as Pro-rata deduction @ 3% from the RA bills and it will be released after Performance Guarantee period.

viii) **AGREEMENT CLAUSE:**

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NOT APPLICABLE

ix) **L.D CLAUSE:**

As per General Terms & Conditions of GeM.

- The Contractor shall commence work on the Facilities as per Letter of Award. The Contractor shall thereafter proceed with the Facilities in accordance with the time schedule specified in Time Schedule to the Contract Agreement/Delivery Period.

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 aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period, until actual delivery or performance, as pre-estimated

damages not exceeding 5% of the total contract value without any controversy/dispute of any sort whatsoever. However, in case of inordinate delay maximum deduction shall be 10% of the total contract value.

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.

- b) Alternatively, the Purchaser reserves the right to purchase / outsourced the material / spares / equipment / works / service 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/ works/service by the above procedure.
- c) Alternatively, Purchaser may cancel the Order / Contract completely or partly without prejudice to its right under the alternatives mentioned above.
- d) In the event of recourse to alternative (a) & (b) above, DVC will have the right to re - purchase / outsource the works to meet the urgency in requirement caused by Vendor's failure to comply with the schedule of completion of the work irrespective of the fact whether the works are similar or not.'

x) **RISK AND PURCHASE CLAUSE:**

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

xi) **QUALITY ASSURANCE PLAN:** Material supplied by the vendor is subject to inspection at site.

xii) **GUARANTEE / WARRANTY/DEFECT LIABILITY PERIOD:**

All the supplied material shall warrant that all materials to be supplied by the agency shall be new, unused and confirmed to the purchaser/owners' requirements and specifications Guarantee/Warranty Certificate is to be provided along with the material. 18 months from the date of supply or 12 months from the date of commissioning, whichever is earlier. In case any deficiency is found during the guarantee period, the same shall be rectified /repaired/ replaced by you free of cost. The vendor shall have to arrange for a Manufacturer or Manufacturer's Authorized Service Representative for repairing/servicing of the instrument in case of any operating problem within the guarantee/ warranty period.

xiii) **INSPECTION /Checking/Test:**

INSPECTION/CHECKING/TESTING/STANDARDS shall be as per the Technical Specification/Scope of work under Volume-IV -Section-I of this Bidding Documents. At DVC Site by Engineer-In-Charge or his representative.

If any item as mentioned in purchase order is found missing or incomplete at the time of opening of packing during inspection, vendor shall supply the same on Free of cost basis. Also, if upon delivery, the material does not meet the required technical specifications or items are missing, the material shall be rejected, and vendor will be intimated for repair/modify or for replacement.

xiv) **SUB-LETTING & ASSIGNMENT:**

Subletting of the contract will be guided as detailed in the Clause No.-23 of DVC's General Conditions of Contract (GCC) & Debarment Policy of DVC.

The Vendor shall not sub-let or assign any part of this Purchase Order/ contract to any other vendor/agency without the prior written consent of the Purchaser / owner. Such assignments or subletting or transfer shall not relieve the Vendor from any obligation, duty and responsibility under this Purchase Order / contract. Any assignment, transfer or sub-letting without the prior written approval of the Owner shall be void. The Purchaser/ owner shall have the right to cancel the order/contract and to purchase the goods/services from elsewhere and the supplier/vendor shall be liable to the Purchaser / owner for any loss or damage which the Purchaser / owner may sustain in consequence or arising out of such purchase and the Vendor shall indemnify such loss or damage to the Owner.

xv) **CONSIGNEE/ ENGINEER-IN- CHARGE WITH ADDRESS:**

Consignee as per GEM: DGM (E), DVC, GOMD-IV, KUSUNDA, DVC, Putki, Jharkhand-828116

ENGINEER-IN- CHARGE: Sr. Manager (E), DVC, GOMD-IV, KUSUNDA, DVC, Putki, Jha

rkhand-828116.

xvi) **PAYING AUTHORITY:**

General Manager (Finance), Unified Accounts, DVC, Mejia Thermal Power Station, P.O. MTPS, District Bankura, West Bengal, 722183.

DVC Jharkhand **GST No: 20AABCD0541M1Z5**, DVC West Bengal **GST No:19AABCD0541M1Z0**.

Bill / Invoice to be submitted by the supplier to the Consignee/ Engineer-In-Charge, along with all necessary documents (e.g. Copy of GST Invoice / Copy of Despatch Clearance if applicable/ Copy of receipted challan for materials if applicable, if any etc.).

xvii) **PENALTY CLAUSE:** Not applicable for instant tender.

xviii) **TERMINATION: As** Per the Clause of clause no. 24 of Optional terms & condition of Contract of GCC.

xix) **FORCE MAJEURE:** As Per the Clause No. 16 of GCC.

xx) **BILL TRACKING SYSTEM:**

It has been advised to the bidders that all the bill/invoice (digitally signed by signatory authority) related to P.O./W.O. must be processed through DVC Portal with following link <https://www.dvc.gov.in/billtracking/vendor/login>. Detailed guidelines related to Vendor Registration & Processing of Bill for Vendor Bill Tracking are available in the DVC portal under PROCUREMENT T. (under PROCEREMENT tab of DVC homepage <https://www.dvc.gov.in/>).

The Vendors on award of contract need to register themselves & submit their contract related bills online. After submission of the bill, a cover letter containing unique bill ID shall be generated which must be submitted to DVC along with other payment related documents in hardcopy.

xxi) **EPF & ESI PROVISION:** NA

xxii) **Price Break UP:**

Final Price break-up submitted by Techno-commercially & NIT complied L1 bidder on opening of price part shall be part of the contract.

xxiii) **Deviation in the technical specification** by offering the superior quality material at no separate or additional cost implication to DVC will be accepted subject to due intimation by the vendor and thereafter approval by DVC.

xxiv) **GOVERNING LAWS:**

The Contract shall be governed by and interpreted in accordance with laws in force in India. The Courts of Kolkata shall have exclusive jurisdiction in all matters arising under the Contract.

xxv) **SETTLEMENT OF DISPUTES AND ARBITRATION:**

As per Clause no. 20 of Additional terms & Conditions of contract of GCC.

xxvi) **Bidders are requested to go through Bid document comprising following of documents before submission of offers in GeM Portal.**

a) **GeM's Bid Document.**

b) **Buyer Added Bid Specific Terms and Conditions.**

c) **Buyer Added Bid Specific ATC.**

1. **Vol-I:** Invitation for Bids (IFB),

2. **Vol-II:** Instructions to Bidders (ITB)

3. **Vol-III:** General Conditions of Contract (GCC) and Debarment Policy

4. **Vol-IV:** Scope of Work, Technical Specification, Drawing, QAP (if applicable) and Other Terms & Conditions

5. **Vol-V:** Bid Forms and Procedures (BFP)

d) **GeM's General Terms and Conditions.**

NOTE:

1. **Buyer Added Bid Specific Terms and Conditions** as above and all other terms and conditions of **Vol-I: Invitation for Bids (IFB), Vol-II: Instructions to Bidders (ITB) & Vol-I V: Scope of Work, Technical Specification, Drawing, QAP (if applicable) , Other Terms & Conditions and Vol-V: Bid Forms and Procedures (BFP)** shall supplement/amend the corresponding clauses of DVC's General Conditions of Contract (GCC). Wherever there is any conflict, the provisions in Buyer Added Bid Specific Terms & Conditions and all other terms & conditions of **Vol-I: Invitation for Bids (IFB), Vol-II: Instructions to Bidders (ITB) , Vol-IV: Scope of Work, Technical Specification, Drawing, QAP (if applicable) and Other Terms & Conditions** and **Vol-V: Bid Forms and Procedures (BFP)** shall prevail over those in the DVC's GCC. (Copy of GCC attached in Volume-III of Buyer Added Bid Specific ATC" Document. **-click on the link to download the file)**
2. Other Terms & Conditions shall be covered as per the General terms & conditions (GTC) of GeM & General Conditions of Contract (GCC) of DVC which are not specifically mentioned in the Bid Document.
3. If there is any conflict between General terms & conditions (GTC) of GeM and the General Conditions of Contract (GCC) of DVC, then General Terms & Conditions (GTC) of GeM shall prevail over General Conditions of Contract (GCC) of DVC.

xxvii) **Submission of Documents:** As per formats given in "Vol-V: Bid Forms and Procedures (BFP)" & Check List of "Buyer Added Bid Specific ATC" Document.

3. Buyer Added Bid Specific ATC

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

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.

11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. 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 catalogues 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. 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.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

[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 कार्यवाई 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---
