



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2023/B/3096716  
Dated/दिनांक : 01-03-2023

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	29-03-2023 13:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	29-03-2023 13:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Power
Department Name/विभाग का नाम	Contracts And Materials
Organisation Name/संगठन का नाम	Damodar Valley Corporation
Office Name/कार्यालय का नाम	Damodar Valley Corporation
Item Category/मद केटेगरी	Custom Bid for Services - Hiring of one 01 no Mobile Pick n Carry Hydraulic Crane Hydra or equivalent for MTPS Central Stores for two years , Custom Bid for Services - Hiring of one 01 no Mobile Pick n Carry Hydraulic Crane Hydra or equivalent for DSTPS Central Stores for two years , Custom Bid for Services - Hiring of one 01 no Mobile Pick n Carry Hydraulic Crane Hydra or equivalent for RTPS Central Stores for two years , Custom Bid for Services - Hiring of one 01 no Mobile Pick n Carry Hydraulic Crane Hydra or equivalent for KTPS Central Stores for two years
Contract Period	2 Year(s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid

**Bid Details/बिड विवरण**

<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	7 Days
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Item wise evaluation/
<b>Financial Document Indicating Price Breakup Required</b>	Yes

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
Schedule 1 EMD Amount/ईएमडी राशि (In INR)	15702
Schedule 2 EMD Amount/ईएमडी राशि (In INR)	15702
Schedule 3 EMD Amount/ईएमडी राशि (In INR)	15702
Schedule 4 EMD Amount/ईएमडी राशि (In INR)	15702

**ePBG Detail/ईपीबीजी विवरण**

Advisory Bank	PUNJAB NATIONAL BANK
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	24

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

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

**Beneficiary/लाभार्थी :**

DVC

Damodar Valley Corporation, Contracts and Materials, Damodar Valley Corporation, Ministry of Power DVC Head Quarter, Kolkata PUNJAB NATIONAL BANK Manicktala, Kolkata a/c no. 82250010682 IFSC code PUNB0008220 (Damodar Valley Corporation)

**Splitting/विभाजन**

Bid splitting not applied.

### MII Compliance

MII Compliance	Yes
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### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference 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 service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
4. 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.
5. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:
  - i. If number of technically qualified bidders are only 2 or 3.
  - ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
  - iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
  - iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
  - v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

### Additional Qualification/Data Required

**Scope of Work:**[1677143119.pdf](#)

**Special Terms and Conditions (STC) of the Contract:**[1677651156.pdf](#)

**Instruction To Bidder:**[1677651123.pdf](#)

**Payment Terms:**[1676033317.pdf](#)

**Service Level Agreement (SLA):**[1676033338.pdf](#)

**GEM Availability Report ( GAR):**[1676033456.pdf](#)

**Penalties:**[1676976841.pdf](#)

**Quantifiable Specification / Standards of The Service/ BOQ:**[1677143339.pdf](#)

**Buyers are requested to upload the format for price breakup of the lumpsum offering to be provided by the service provider (Please provide the format if financial upload required is selected as "Yes" while creating Bid):**[1677651318.pdf](#)

**Project Experience and Qualifying Criteria Requirement:**[1676978574.pdf](#)

**Pre Bid Detail(s)**

Pre-Bid Date and Time	Pre-Bid Venue
15-03-2023 12:00:00	<p>The Pre-bid conference shall be held virtually through electronic mode on 15-03-2023 from 12:00 Hrs to 13:00 Hrs at the following link: - <a \"0f98d380-06ad-4386-a301-314252f19251\"}"="" \"cf94827a-bc3d-4b63-8feb-432960d2d81b\",="" \"oid\":="" href="https://teams.microsoft.com/l/meetup-join/19:ojltl7CiuajQBSlz-88X5ZMQx26fQD_ZwKlthvN9vs1@thread.tacv2/1677650729589?context={\" tid\":="">https://teams.microsoft.com/l/meetup-join/19:ojltl7CiuajQBSlz-88X5ZMQx26fQD_ZwKlthvN9vs1@thread.tacv2/1677650729589?context={\"Tid\": \"cf94827a-bc3d-4b63-8feb-432960d2d81b\", \"Oid\": \"0f98d380-06ad-4386-a301-314252f19251\"}</a></p> <p>Non-attendance at the pre-bid conference will not be a cause for disqualification of bidder</p>

**Evaluation Method ( Item Wise Evaluation Method )**

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules	Item/Category	Quantity
Schedule 1	Custom Bid For Services - Hiring Of One 01 No Mobile Pick N Carry Hydraulic Crane Hydra Or Equivalent For Mtps Central Stores For Two Years	The quantity of procurement "1" indicates Project based or Lumpsum based hiring. : 1
Schedule 2	Custom Bid For Services - Hiring Of One 01 No Mobile Pick N Carry Hydraulic Crane Hydra Or Equivalent For Dstps Central Stores For Two Years	The quantity of procurement "1" indicates Project based or Lumpsum based hiring. : 1
Schedule 3	Custom Bid For Services - Hiring Of One 01 No Mobile Pick N Carry Hydraulic Crane Hydra Or Equivalent For Rtps Central Stores For Two Years	The quantity of procurement "1" indicates Project based or Lumpsum based hiring. : 1
Schedule 4	Custom Bid For Services - Hiring Of One 01 No Mobile Pick N Carry Hydraulic Crane Hydra Or Equivalent For Ktps Central Stores For Two Years	The quantity of procurement "1" indicates Project based or Lumpsum based hiring. : 1

**Custom Bid For Services - Hiring Of One 01 No Mobile Pick N Carry Hydraulic Crane Hydra Or Equivalent For MTPS Central Stores For Two Years ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
Core	

Specification	Values
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Hiring of one 01 no Mobile Pick n Carry Hydraulic Crane Hydra or equivalent for MTPS Central Stores for two years
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>Addon(s)</b>	

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement
1	Suraj Lakra	722183,Office of the Store In Charge, Central Stores, Mejia Thermal Power Station (MTPS)- DVC, Mejia	1	N/A

**Custom Bid For Services - Hiring Of One 01 No Mobile Pick N Carry Hydraulic Crane Hydra Or Equivalent For DSTPS Central Stores For Two Years ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Hiring of one 01 no Mobile Pick n Carry Hydraulic Crane Hydra or equivalent for DSTPS Central Stores for two years
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>Addon(s)</b>	

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement
1	Chanchal Kumar Paul	713321,Central Stores, DVC-DSTPS, Andal- 713321, West Bengal	1	N/A

**Custom Bid For Services - Hiring Of One 01 No Mobile Pick N Carry Hydraulic Crane Hydra Or Equivalent For RTPS Central Stores For Two Years ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Hiring of one 01 no Mobile Pick n Carry Hydraulic Crane Hydra or equivalent for RTPS Central Stores for two years
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>Addon(s)</b>	

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement
1	Vinod Kumar Sehra	723133,Ragunathpur Thermal Power Station (RTPS)- DVC, Technical Building, Dumdumi, District- Purulia	1	N/A

**Custom Bid For Services - Hiring Of One 01 No Mobile Pick N Carry Hydraulic Crane Hydra Or Equivalent For KTPS Central Stores For Two Years ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Hiring of one 01 no Mobile Pick n Carry Hydraulic Crane Hydra or equivalent for KTPS Central Stores for two years
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>Addon(s)</b>	

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement
1	Ajay Kumar	825421,KTPS Store, Damodar Valley Corporation (KTPS), Koderma Jharkhand	1	N/A

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

**1. Generic**

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

**2. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**PRICE BASIS** : Variable as per Price Variation Clause on the account of Diesel price variation.

**TTTAXES & DUTIES**: Quoted rate shall be inclusive of Basic price , packing & forwarding , freight and all other taxes & duties (GST).

**PRICE BID DISCLOSURE**: If any price component related to subject NI T in full or in part is exposed and found with its techno-commercial of

**fers, the offer shall out rightly be rejected and will not be considered further.**

**BID EVALUATION PROCEDURE: Bid evaluation will be done item Wise/ schedule wise.bidder can quote for one or more item & evaluation will be done item wise .the total price for each task will be compared with the estimated cost .the Percentage high/low of quoted price for two years wrt to estimated cost will be loaded proportionately in each sub task as per BOQ breakup sheet furnished.**

**Estimate cost in BOQ is exclusive of GST& taxes & bidder have to quote inclusive of Taxes as per GEM policy .**

**Bidder has to furnish GST % details also in Break up schedule .**

### **SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE: As per GeM NIT**

Within Fourteen (14) days from the date of issuance of Contract/Work Order/Purchase order, the successful Bidder shall furnish performance security for satisfactory execution of the order for an amount equivalent to 03% of the total Letter of Award (LOA)/ Work Order (WO)/Purchase Order value in the form of account payee demand draft/ bank guarantee issued/ confirmed from any of the commercial bank in India or online payment in an acceptable form, safeguarding DVC's interest in all respects.

In case of Performance Security in form of Bank Guarantee, the bidder may furnish an Unconditional Bank Guarantee as per format provided in GeM from any Nationalised/ Scheduled Bank as per the list provided in Annexure-1 or updated list issued by RBI and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period (DLP)/ warranty period if applicable.

If the Contractor fails to submit the performance security within 30 days of the date of issuance of LOA/PO/Work Order, DVC without prejudice to any other rights or remedies it may possess under the Contract, may forfeit the bid security (wherever applicable) and shall short close the Contract and retender and in this re-tender such defaulting Bidder will not be allowed to participate.

However, in case of delay in completion, the validity & claim of this Bank Guarantee shall be extended by the period of such delay. During extension of the SDBG, the bidder may extend the original Bank Guarantee or may furnish new SDBG without considering the projects which have been completed and Guarantee/Warranty period along with claim period is also over.

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



DVC Advisory Bank details DVC Head Quarter, Kolkata PUNJAB NATIONAL BANK Manicktala, Kolkata a/c no. 82250010682 IFSC code PUNB0008220

Other terms & condition SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE as notwithstanding in tender document shall be as per GENERAL CONDITIONS OF CONTRACT (GCC) and Policy for withholding and Banning of Business Dealings of this NIT.

No payment, whatsoever will be made till the acceptance of SDBG as per the terms of the Contract.

### **Liquidated Damage Clause- As per GeM GTC.**

#### **TOTAL COMPLETION PERIOD/ CONTRACT PERIOD:**

**730 days from date of issuance of work order.**

#### **FORCE MAJEURE CLAUSE:**

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

#### **PAYMENT:**

90% of contract price shall be made against monthly RA bills duly certified by Engineer-in-Charge. This also includes initial advance, if any.

Balance 10% payment will be released after expiry of successful completion of contract period.

## **Price Variation Clause**

The Contract price shall be variable as per following clauses

Variation on account of variation in Diesel Price:

$Ed = H \times 3 \times (Po - Pi)$  where

Ed = Price variation on account of variation in Diesel Price

H = Running hour of the Hydra

Po = Rate of Diesel on the day of run of Hydra

Pi = Rate of Diesel on the day of bid opening

## **REQUIRED DOCUMENTS:**

- (I) valid registration certificate of crane issued by RTO/State Govt.,
- (II) Valid Insurance,
- (III) valid Road tax and
- (IV) valid Load Test Certificate.

## **INTEGRITY PACT (IP):**

In order to ensure transparency, equity and competitiveness in its procurement and works, DVC has decided to adopt Integrity Pact. The Integrity Pact (IP) envisages an agreement between the prospective vendor/s/bidders and the buyer committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. The Integrity Pact shall be applicable for tenders having estimated value of Rs.50 Lakhs and above. DVC shall be entering into an Integrity Pact with the bidders as per format enclosed. (i) The proforma has to be resubmitted by the bidder (along with the techno commercial bid) duly signed by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. (ii) All pages of IP to be signed by the bidder's "authorized signatory who signs the bids". Out of two witness, one witness from Bidder end with name & address shall sign the Integrity Pact. (iii) In other words, entering into this pact would be preliminary qualification. (iv) Any bid not accompanied by Integrity Pact proforma duly sig

ned by the bidders shall be rejected straightway. Vendors/contractors are required to unconditionally accept the "Integrity pact" (executed in plain paper) as per format furnished by DVC. N.B. (a) All pages of IP to be signed by the bidder's "authorized signatory who signs the bids". (b ) Out of two witness, one witness from Bidder end with name & address shall sign the Integrity Pact. (c) In other words, entering into this pact would be preliminary qualification. (d) Any bid not accompanied by Integrity Pact proforma duly signed by the bidders shall be rejected straightway. (e) The format of Integrity Pact (attached format) should form a part of the tender document of estimated value more than Rs. 50 Lakh s. (f) Vendors/contractors are required to unconditionally accept the "Integrity pact" (executed in plain paper) as per format furnished by DVC.

#### **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. (f), (g) & (h) below:

- The Vendor fails to comply with any of the terms of the Order or the bidder do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Owner may have subsequently approved in writing.
- The Vendor becomes bankrupt or goes into liquidation.
- If as a result of Force Majeure, the Bidder is unable to supply a material for a period of not less than 60 days.
- 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.
- "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
- "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.
- The vendor is otherwise precluded from complying with any of the terms of the order on account of any directives of any lawful authority.
- If the Owner, at its sole discretion, decides to terminate this Contract.

DVC reserves the right not to issue/accept tender documents to any intending bidders with whom DVC has stopped entering into business by virtue of policy decision

#### **AGREEMENT:**

Contracts shall be executed after receipt and verification of the requisite performance security (wherever applicable). The said agreement will be duly signed by the authorised representative of DVC (TIA/ Signing authority as per DFP) and a authorised signatory of Supplier/Contractor/ Service Provider/Consultant. Within 7 days from the date of issue of LOA/PO/Work Order, DVC will send the agreement

(wherever applicable) to the Supplier for signature, incorporating all agreements between the parties for execution.

The Supplier/Contractor/ Service Provider/Consultant should acknowledge and unconditionally accept, sign, date and return the agreement within 14 days from the date of issue of LOA/PO/Work Order. If both parties simultaneously sign the contract across the table, further acknowledgement from the supplier is not required.

Non- execution of Contract Agreement by the Supplier/Contractor/Service Provider within 45 days from the date of issue of LOA/PO/Work Order, due to the fault of the Supplier/Contractor/Service Provider, will constitute sufficient ground for forfeiture of its EMD (wherever applicable) and shall short close the Contract and retender and in this re-tender such defaulting Bidder will not be allowed to participate.

A contract document should be executed, with all necessary clauses to make it a self-contained contract. If, however, these are preceded by Invitation to Tender, accompanied by GCC and SCC, with full details of scope and specifications a simple one-page contract can be entered into by attaching copies of the GCC and SCC, and details of scope and specifications, offer of the tenderer and letter of award.

#### **VENDOR BILL TRACKING (VBT) SYSTEM:**

A self-care vendor bill tracking system has been introduced under web U R L : <https://application.dvc.gov.in/Vendor/> where vendor has to register themselves and 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 hard copy.

#### **SETTELMENT OF DISPUTES AND ARBITRATION:**

It will be guided as per clause no. 33 of Page no. 222 & 223 and Clause no. 20 of page no. 232 to 234 of W&P manual 2016 (DAMODAR VALLEY CORPORATION).

Special terms and condition : As per attachment in GEM BID

NOTE:--Other Terms and conditions which are not specifically mentioned in the Terms and conditions of the NIT shall be guided by DVC's G.C.C as per applicability. Bidders are requested to visit Website 11 / 12 [www.dvc.gov.in](http://www.dvc.gov.in) and [www.dvctender.com](http://www.dvctender.com) for getting DVC's G.C.C.

#### **Disclaimer/अस्वीकरण**

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

null and void and would not be considered as part of bid:-

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.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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

**---Thank You/धन्यवाद---**