

## Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	07-04-2025 12:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	07-04-2025 12:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	180 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Power
<b>Department Name/विभाग का नाम</b>	Contracts And Materials
<b>Organisation Name/संगठन का नाम</b>	Damodar Valley Corporation
<b>Office Name/कार्यालय का नाम</b>	Damodar Valley Corporation
<b>क्रेता ईमेल/Buyer Email</b>	abhinav.abhishek@dvc.gov.in
<b>Total Quantity/कुल मात्रा</b>	18
<b>Item Category/मद केटेगरी</b>	Upgradation of Steam and Water Analysis System for 210 MW , SCADA for remote monitoring system in centralized control room , Design, engineering, Installation & commissioning, testing & handing over of Steam and Water Analys , Comprehensive maintenance contract of SWAS U# 1 to 4 and SCADA system for Remote monitoring at cent
<b>GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS</b>	Comprehensive maintenance contract of SWAS and SCADA system for Remote monitoring at central laboratory for SWAS
<b>GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS</b>	ANNUAL MAINTENANCE SERVICE FOR Centralised air conditioning system
<b>अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification</b>	<ul style="list-style-type: none"> <li>Supervisory Control and Data Acquisition (SCADA) Lab Kit</li> <li>Water Tech</li> </ul>
<b>MSE Exemption for Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है</b>	Yes
<b>Startup Exemption for Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है</b>	Yes

Bid Details/बिड विवरण	
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria, Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (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
<b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>	No
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	Yes
<b>RA Qualification Rule</b>	H1-Highest Priced Bid Elimination
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Primary product category</b>	Upgradation of Steam and Water Analysis System for 210 MW
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	7 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Arbitration Clause</b>	No
<b>Mediation Clause</b>	No

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	PUNJAB NATIONAL BANK
EMD Amount/ईएमडी राशि	1048831

#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	PUNJAB NATIONAL BANK
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	74

(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 कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई कैटेगरी 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). 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  
(Damodar Valley Corporation)

**Reserved for Make In India products**

Reserved for Make In India products	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. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from 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. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders 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 the bid is liable to be rejected. 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 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
4. 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.

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:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- 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
- 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

#### Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
21-03-2025 11:00:00	C&M,DVC Towers,Kolkata

#### Upgradation Of Steam And Water Analysis System For 210 MW ( 4 pieces )

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

#### Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Suraj Lakra	722183,Office of the Store In Charge, Central Stores, Mejia Thermal Power Station (MTPS)- DVC, Mejia	4	365

#### SCADA For Remote Monitoring System In Centralized Control Room ( 1 pieces )

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

#### Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Suraj Lakra	722183, Office of the Store In Charge, Central Stores, Mejia Thermal Power Station (MTPS)- DVC, Mejia	1	365

**Design, Engineering, Installation & Commissioning, Testing & Handing Over Of Steam And Water Analys ( 1 pieces )****(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)****Technical Specifications/तकनीकी विशिष्टियाँ**

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Anish Bhaumik	722183, Mejia Thermal Power Station (MTPS), Damodar Valley Corporation (DVC), Mejia, Bankura, 722183	1	730

**Comprehensive Maintenance Contract Of SWAS U# 1 To 4 And SCADA System For Remote Monitoring At Cent ( 12 pieces )****(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)****Technical Specifications/तकनीकी विशिष्टियाँ**

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Anish Bhaumik	722183, Mejia Thermal Power Station (MTPS), Damodar Valley Corporation (DVC), Mejia, Bankura, 722183	12	2190

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

S.No.क्र.सं.	Document Title	Description	Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items
1	DVC GCC <a href="#">View</a>	Damodar Valley Corporation General Conditions of Contract	Upgradation Of Steam And Water Analysis System For 210 MW(4), SCADA For Remote Monitoring System In Centralized Control Room(1), Design, Engineering, Installation & Commissioning, Testing & Handing Over Of Steam And Water Analys(1), Comprehensive Maintenance Contract Of SWAS U# 1 To 4 And SCADA System For Remote Monitoring At Cent(12)

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

**Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें****1. Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity 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

**Sub:** Supply, design, engineering, Installation & commissioning, testing & handing over of Steam and Water Analysis System (SWAS) for Unit # 1,2,3&4 (4 X 210 MW) along with supply, engineering and commissioning of SCADA system for Remote monitoring at central laboratory for SWAS of Unit#1-8, MTPS

The names and designation of officers for any enquiry of this tender are:-

SL. N O.	NAME	DESIGNATION	ADDRESS	EMAIL-ID
1.	SURESH MAHTO	Sr MANAGER	DVC HQ Kol kata	Suresh.mahto@dvc.gov.in
2.	ABHINAV ABHIS HEK	MANAGER	DVC HQ Kol kata	abhinav.abhishek@dvc.gov.in

1) **TECHNICAL SPECIFICATION:**

The Technical Specification of Items to be supplied against this BID along with Terms and Conditions is attached under Technical Specifications.

2) **PRICE BASIS:**

The rates quoted by the bidder must be Firm till execution of the contract and on FOR Destination Basis in INR currency and that will be inclusive of Packing & Forwarding charges and Freight charges (if any) etc. and inclusive of Goods and Services Tax (GST). Bidder is to submit HSN code with documentary evidence. Confirmation of GST with applicable rate is required.

3) **LD 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 aforesaid, @ 0.5% of the contract value (Supply Order) 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.

**Penalty for Works:** - In case of any delay for E&C job beyond 730 days from issuance of P.O. for reasons attributable to the vendor related to the subject E&C job, a penalty@0.5 % of works value per week up to maximum 10% of order value (works portion as per GeM) will be imposed on the vendor.

4) **RISK PURCHASE CLAUSE :**

The Employer reserves the right to purchase the material / spares/ equipment /service & works from elsewhere at the sole risk and cost of the Contractor and recover all such extra cost incurred by the Employer in procuring the material, service and works. The procedure to be followed is given below: - i) 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. ii) 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 / email, 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 / email, the same shall be outsourced / executed from other sources at the risk and cost of the Contractor. iii) The existing order will be closed, and action will be initiated by the Employer 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. iv) If it is found that price has come on the higher side, then the difference between the original price and t

he new price will be recovered from the Contractor / Vendor. v) 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. 5 / 10 vi) If he fails to deposit the balance amount no further enquiry will be given as per banning procedure. vii) In case the amount is considerable, legal action may be considered by the Employer. viii) Alternatively, the Employer may short close the Order stating the reason for not resorting to risk purchase clause in case of exigency with. In the event of recourse to alternatives as mentioned above, the Employer will have the right to re-purchase the stores or complete the work, to meet urgency in requirement caused by Vendor / 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/ services are similar or not.

**5) FORCE MAJEURE CLAUSE:**

Vendor/Contractor/Service Provider shall not be considered in default if delay in delivery/completion 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. A notification to this effect duly certified by the statutory authorities shall be given by the Vendor/Contractor/Service Provider to DVC 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/completion schedule will be extended for a length of time equal to the period of force majeure or at the option of DVC the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of DVC. In the event of such cancellation, the Vendor/Contractor/Service Provider shall refund any amount advanced or paid to him by DVC and deliver back any materials issued to him by DVC and release facilities, if any, provided by DVC. However, applicability of Force Majeure Clause in respect to a particular contract in the above backdrop is to be decided by Competent Authority of DVC

**6) TRANSIT INSURANCE:**

Arrangements for transit insurance can be made by DVC as per Mega Risk Policy arranged with existing underwriter as per time being imposed.

**7) GUARANTEE/WARRANTY:**

The warranty shall cover of the complete system supplied by the bidder including bought out items and it shall be for 12 (twelve) months from the date of commissioning. Any failure during warranty shall be rectified free of cost within 72 (seventy-two) hours. During warranty period Service engineer shall be deputed to site every quarter (Each visit should consist of 04 mandays) for checking & fault rectification (If any). Any spares supplied or Emergency services provided during the warranty period shall be without any additional cost or any commercial implications to DVC.

**Warranty/Defect Liability Period for commencement of CAMC :** - The warranty period will be 12 months after successful completion of E&C Job (commissioning of complete SWAS for all 04 units and commissioning of SCADA system for U# 1to 8) as per scope of supply & work. The completion certificate will be provided to the vendor by Engineer-In charge, DVC.

**8) 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.

9) **INSPECTION/CHECKING/TESTING:**

All materials to be manufactured/ supplied by you against this enquiry 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 the specifications the material shall be rejected and you will be intimated for repair/modify or for replacement. In such cases all expenses including to-and-fro freight, repacking charges etc., if required shall be to your account.

10) **PACKING AND MARKING:**

All goods shall be securely packed in cases, bundles, threads etc. suitable for Rail/Road/Air/Sea transport. All exposed services/connections, protrusions shall be properly protected. All unexposed parts shall be packed with due care and the packages should bear the words "HANDLE WITH CARE". The packing of the goods to be transported by Rail/Road/Air/Sea shall be as per the conditions laid down by the appropriate authorities and the vendor shall obtain clean railway/goods receipts without any qualifying remarks. All packages and unpacked materials shall be marked on at least 2 (Two) places indicating the name of the purchaser/consignee, PO No., Gross and Net Weight and Dimensions with indelible paints in English. In case of bundles, metallic plates marked with the above details shall be tagged. All goods should be dispatched as per the relevant terms of the PO. The vendor shall also forward original and copies of dispatch documents to the concerned authorities as required in the PO within 2 days from the date of dispatch, failing which the vendor shall be responsible for any delay in payment of consignment for want of documents and consequent demurrage, detention charges etc.

11) **CANCELLATION/SHORT CLOSURE:**

As per DVC GCC.

12) **PAYMENT TERM:**

**For Supply** : 70% of the ordered value of supply with full GST at actual, subject to the limit as quoted for such item, will be paid against proof of despatch (viz. R/R, L/R), detailed invoice / packing list, warranty certificate, test certificate, insurance policy / certificate, dispatch clearance, as mentioned in the contract. 20% of the ordered value of supply after receipt of the materials and inspection and acceptance at site. Remaining 10% after complete erection and commissioning & testing and handing over. (with provision of part payment against part dispatch).

**For Service** : 90% of works/service value after complete erection and commissioning & testing and handing over against RA bills with full GST (i.e GST on total RA bill) at actual, subject to the limit as quoted for such item, after adjustment of advance if any. 10% of works/service value after completion of Performance Guarantee Period (i.e. after successful running of SWAS for period of three (03) months.).

**For CAMC** : 95% of contract price against RA bills with full GST (i.e GST on actual RA bill) at actual, subject to the limit as quoted for such item. This also includes initial advance, if any. Remaining 5% of each running bill as retention amount at actual, subject to the limit as quoted for such item, after completion of the contract.

13) **DELIVERY SCHEDULE:**

Materials are to be supplied within 365 days from the date of issuance of PO. Consignee of the material is SENIOR MANAGER (Store), MTPS, DVC. The date of delivery to be reckoned as the date of receipt of the material at site by the consignee.

**14) REQUIRED DOCUMENTS FOR MATERIALS DURING SUPPLY OF THE MATERIALS :**

- Warranty / Guarantee Certificate.
- Test Certificate(wherever applicable).
- Calibration Certificate(for analysers & instruments).
- IBR Test Certificate9wherever applicable).

**15) DEFECT LIABILITY FOR SERVICE PART:**

The warranty period will be 12 months after successful competition of E&C Job (commissioning of complete SWAS for all 04 units and commissioning of SCADA system for U# 1to 8) as per scope of supply & work. The completion certificate will be provided to the vendor by Engineer-In charge, DVC.

**16) SECURITY DEPOSIT CLAUSE:**

To ensure due performance of the contract, the Supplier/Contractor/ Service Provider receiving the LOA/PO/Work Order is required to furnish the required performance security, in the prescribed form by the specified date. ["generally 14 days after issuance of PO/LOA for Goods /Services Contract"] 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, as applicable.

**Performance security should be for an amount of three (03) percent of the value of the GeM contract.**

**The Performance security should remain valid for a period of 74 months(24 months for Supply and E&C period + 12 months for Warranty period + 36 months for CAMC period + 02 months) from the date of execution of the instrument .**

Performance security may be furnished in the form of Insurance Surety Bonds, account payee demand draft, fixed deposit receipt from a commercial bank, bank guarantee (including e- Bank Guarantee) issued/ confirmed from any of the commercial bank in India or online payment in an acceptable form, safeguarding DVC's interest in all respects.

**Performance Security wherever applicable should preferably be submitted in the form of electronic Bank Guarantee(eBG) from any Nationalized/Scheduled Commercial Bank approved by Reserve Bank of India through the NeSL portal.**

Sl no	Field Name	Mandatory
1	Portal ID	NA
Details of Beneficiary and Applicant		
2	Entity PAN/UIN (Central UIN of Nodal Officer)	AABCD0541M
3	Entity Name (Name of the Nodal Officer)	DAMODAR VALLEY CORPORATION
4	Entity Email ID(Nodal Officer)	<a href="mailto:Sanjay.singh@dvc.gov.in">Sanjay.singh@dvc.gov.in</a> and <a href="mailto:ankur.munda@dvc.gov.in">ankur.munda@dvc.gov.in</a>

5	Business Unit Code	NA
Participating Details(Details of entity representative and applicant)		
6	Name of the representative(Nodal Officer)	SANJAY SINGH and ANKUR KUMAR MUNDA
7	Relationship(Here Beneficiary)	DAMODAR VALLEY CORPORATION
8	Primary Mobile Number (Nodal Officer)	7857903172 and 9471712635
Debt Details		
9	BG Amount	As per NIT/Contract
10	BG Currency	INR
11	Expiry Date	As per NIT/Contract

In case of Paper Bank Guarantee, it is to be issued on the SFMS (Structured Financial Messaging System) mode by Issuing Bank.

The advising bank details are as below:

Name of Bank: Punjab National Bank

Branch: Manicktala Branch, Kolkata

Account No.- 0082250010682

IFSC Code: - PUNB0008220

In case 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.

Performance Security should be refunded to the contractor without interest, after he duly performs and completes all obligations under the contract but not later than a specified date ["36 5 days for Works Contract" or "60 days for Goods/Services Contract"] of completion of the Defect Liability Period (DLP)/ warranty period, as applicable.

Before final payment or before release of the performance bank guarantee, a 'No Claim Certificate' must be submitted by the Supplier/Contractor/ Service Provider to prevent future claims. Also, an acknowledgement should be provided by the contractor after release of bank guarantee.

The performance security will be forfeited and credited to DVC's account in the event of a breach of contract by the contractor /Supplier/Service provider.

Performance Security is not applicable for Contract value less than Rs 5 lakhs.

#### 17) **AGREEMENT:**

An agreement in DVC's prescribed format (Enclosed with the BID) shall be executed by the contractor on a non-judicial stamp paper worth Rs. 100.00 (Rupees One Hundred) only.

Contract agreement 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 and authorised signatory of Supplier/Contractor/Service Provider / Consultant.

The Supplier/Contractor/ Service Provider/Consultant should acknowledge and unconditionally acc

apt, sign, date and return the agreement within 14 days from the date of issue of LOA/PO/Work Order in case of OTE. Such acknowledgements may not be required in low value contract, below Rupees Two and a Half Lakh or when the bidders offer has been accepted in entirety, without any modifications. If both parties simultaneously sign the contract across the table, further acknowledgment from the supplier is not required.

Non- execution of Contract Agreement by the Supplier/Contractor/Service Provider within 30 days from the date of issue of LOA/PO/Work Order in case of OTE and 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 retender such defaulting Bidder will not be allowed to participate.

#### 18) Vendor Bill Tracking (VBT) System:

A self-care vendor bill tracking system has been introduced under web URL: <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.

User Role	Employee Name	Employee Email ID	Contact No.
Nodal Officer	Shri Parshuram Jha	parshuram.jha@dvc.gov.in	9798717400

19) **CONSIGNEE:** Sri. Suraj Lakra, SE (M), Store, (Mob: +91-9934091780), E-mail id: [suraj.lakra@dvc.gov.in](mailto:suraj.lakra@dvc.gov.in) (Address: MEJIA THERMAL POWER STATION P.O: MTPS, DIST: BANKURA, WEST BENGAL, PIN-722183)

18) **PAYING AUTHORITY:** Sri. Debasish Mondal, Sr. Manager (Fin), Accounts Dept. (Mob: +91-9831284947), E-mail id: Debasish.[mondal@dvc.gov.in](mailto:mondal@dvc.gov.in)

20) **DVC GST NO:**19AABCD0541M1ZO

#### 21) CORRESPONDENCE:

All correspondence regarding Technical Aspects: Sri.Anish Bhaumik , Sr Manager, C&I-1 (Mob: 70 04018128), E-mail id: [anish.bhaumik@dvc.gov.in](mailto:anish.bhaumik@dvc.gov.in)

All correspondence regarding Store Aspects: Sri. Suraj Lakra, SE (M), Store, (Mob: +91-9934091780), E-mail id: [suraj.lakra@dvc.gov.in](mailto:suraj.lakra@dvc.gov.in)

All correspondence regarding Payment Queries: Sri. Debasish Mondal, Sr. Manager (Fin), Accounts Dept. (Mob: +91- 9831284947), E-mail id: Debasish.[mondal@dvc.gov.in](mailto:mondal@dvc.gov.in)

All correspondence regarding Commercial Aspects:

Sri. Rajeev Ranjan Prasad, DGM, C&M Section, (Mob:+91-9431566058), E-mail Id: [rajeevranjan.prasad@dvc.gov.in](mailto:rajeevranjan.prasad@dvc.gov.in)

Sri Suresh Mahto, Sr Manager, C&M Section, (Mob:+91-9564388544), E-mail Id: [suresh.mahto@dvc.gov.in](mailto:suresh.mahto@dvc.gov.in)

22) **SETTLEMENT OF DISPUTES AND ARBITRATION:** It will be guided as per DVC GCC.

#### 23) INTEGRITY PACT :

DVC shall be entering into an Integrity Pact with the bidders as per format enclosed. Each page of such Integrity Pact proforma would be duly signed by DVC's competent signatory. All pages of the integrity Pact are to be returned by the bidder (along with the Technical Bid) duly signed by the same signatory who signed the bid, i.e. who is duly authorized to sign the bid and to make binding commitments on behalf of his company. Any bid not accompanied by Integrity Pact duly signed by the bidder/all the partners of the joint venture shall be considered to be a non-responsive bid and shall be rejected straightaway. In other words, entering into this pact would be a preliminary qualification.

**Note : Signed Integrity pact from DVC end has been uploaded at “ATC document”. Bidder is required to download the same and upload it after getting it duly signed from bidder end.**

**Hard copy of Integrity Pact /Soft copy of Integrity Pact (as attached) duly filled and signed with company seal on each page and uploaded online by the bidder along with Tender documents will be acceptable.**

#### 24) OTHER TERMS & CONDITIONS :

**Safety** : The party should strictly follow the prevailing safety norms of DVC regarding Projects and Works during execution of works. DVC will not be liable for any accidents or incidents resulting from any kind of unsafe acts.

**Subletting for E&C Work** : Allowed with permission of DVC authority.

**Packing List** : Proper and Complete Packing List and Bill of Quantity have to be furnished by the bidder along with supply of the materials. Two copies of Complete Packing List and Bill of Quantity along with Test Certificates are to be submitted to the Consignee and Accounts Dept. well in advance.

**Retention** : All existing components like chiller systems, analysers, wet panels, dry panels, other accessories etc. removed during up-gradation will be retained by DVC as the property of DVC.

**Reagent during warranty period** : All the reagents/ consumables required for trouble free operation of the system will be supplied & maintained on quarterly basis during the warranty period. As these items carry predefined shelf life so the supply of the same has to be ensured on time and schedule will be made based on verbal/written communication by engineer in charge, DVC.

**Commissioning / Maintenance / Mandatory spares** : Adequate commissioning / Maintenance spares must be provided for smooth commissioning and maintenance of the system. Following spares shall be supplied. i) Hardware items (fittings, valves, coolers, regulators, thermal shut-off valve, media converters, items related to data connectivity & SCADA system etc.): 10 % of installed qty rounded up to next higher level or minimum 02 (two) numbers whichever is greater for each item. These hardware items are to be handed over to Engineer-In Charge of DVC. ii) PH, Conductivity & DO analyzer & Sensors: 10 % of installed qty rounded up to next higher level or minimum 01 (one) number whichever is greater for each item. iii) Silica, Sodium, Phosphate & hydrazine analyzer: Minimum 1 set of consumable kit for each. iv) Other accessories as required.

**Inspection** : Scope of PDI as per following: Pre Dispatch Inspection & Factory Acceptance Test of materials individually for SWAS System & Data connectivity system will be carried out at Vendor/Supplier's works. Bidder shall raise inspection call well in advance after ensuring completeness of product at their end. Joint Inspection of materials will be carried out at MTPS site in line with the Packing List and Bill of Quantity to be furnished by the bidder along with supply.

**Training** : After successful commissioning of the complete SWAS system, the bidder shall arrange training program for 04 (four) personnel for a period of 05 (five) days at the bidder's manufacturing / integration unit in India.

**Drawing** : Bidder shall furnish drawings and related manuals as per Data Requirements Schedules and full details regarding all equipment, systems and analysers including complete Bill of Materials, drawings, cable schedules, data, information, technical literature and other details required to fully establish the capability and performance of the equipment, analysers and systems offered. All drawings/documents/manuals (final) shall be furnished by the bidder both in hard and soft form for future reference (minimum 4 copies in hard copy).

### 3. Buyer Added Bid Specific ATC

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

**Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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

**All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

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

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

**---Thank You/धन्यवाद---**