

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	16-05-2025 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	16-05-2025 11:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (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
क्रेता ईमेल/Buyer Email	nishant.kerketta@dvc.gov.in
Total Quantity/कुल मात्रा	39
Item Category/मद केटेगरी	Procurement of Charger for Motorola make Walkie Talkie XIR P6600 for CISF Unit KTPS
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	Walkie Talkie Charger for Motorola XiR P6600 Radio (Make: Motorola, Part No. PMLN7249AI, Single Unit Rapid Charger)
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Digital Handheld Transceiver Set (HANDHELD RADIO)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	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
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes

Bid Details/बिड विवरण	
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	27

(a). 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 :

Senior Manager Finance
Koderma Thermal Power Station, KTPS, Damodar Valley Corporation.
(Sr. Manager Finance, Ktps, Dvc)

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. 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.

Procurement Of Charger For Motorola Make Walkie Talkie XIR P6600 For CISF Unit KTPS (39 the number pi)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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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	PRAHLAD KUMAR DAS	825421,KTPS Store, Damodar Valley Corporation (KTPS), Koderma Jharkhand	39	30

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

Subject: Procurement of Charger for Motorola make Walkie Talkie XIR P6600 for CISF Unit KT PS.

Important Note:

OFFER/ QUOTATION OF **Motorola Solutions India Pvt. Ltd**, Motorola Excellence Centre,415/2,Mahrauli-Gurgaon Road, Sector 14,Gurugram,Haryana-122001, Gurugram, Pincode: 122001 or Their Bid Specific authorized Channel Partner/Distributor SHALL ONLY BE ACCEPTED. OFFERS OF OTHER THAN **Motorola Solutions India Pvt. Ltd**, Motorola Excellence Centre,415/2,Mahrauli-Gurgaon Road, Sector 14,Gurugram,Haryana-122001, Gurugram, Pincode: 122001 or Their Bid Specific authorized Channel Partner/Distributor SHALL BE OUTRIGHTLY REJECTED.

1. PRICE BASIS: Rate shall remain FIRM throughout the contract period. and the Offered/Quoted rate against the subject items should be inclusive of all taxes & duties.

2. CANCELLATION/SHORT CLOSURE: The Owner may terminate/short close the contract, by not less than 30 days written notice to you, to be given after occurrence of any of the events specified in the Sl. No. (a) to (e) of this clause and 60 days in the case of the event referred to Sl. No. (f), (g) & (h) below:

a) The Vendor fails to comply with any of the terms of the Order or the bidder do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Owner may have subsequently approved in writing.

b) The Vendor becomes bankrupt or goes into liquidation.

c) If as a result of Force Majeure, the Bidder is unable to supply materials for a period of not less than 60 days.

d) If the Bidder, in the judgment of the Owner has engaged in corrupt or fraudulent practices in competing or in executing the Contract. For the purpose of this clause.

e) Corrupt Practice means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the selection process or in contract execution.

f) Fraudulent Practice means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Owner.

g) The vendor is otherwise precluded from complying with any of the terms of the order on account of any directives of any lawful authority. h) If the Owner, at its sole discretion, decides to terminate this Contract.

3. NOTE: Bidder(s) are requested to submit PAN, GSTN, Bankers details and Account number, IFSC No.

4. GeM GTC - Other Terms and conditions which are not specifically mentioned in the Terms and conditions of the NIT shall be guided by GeM GTC.

5. LD CLAUSE AND RISK PURCHASE CLAUSE -

(i) The time remains the essence of purchase order awarded by DVC and all supply under a Purchase Order needs to be completed within the stipulated time schedule. The Contractor shall commence work on the Facilities from the date of Notification of Award. The Contractor shall thereafter proceed with the Facilities in accordance with the time schedule specified in Time Schedule to the Contract Agreement. Therefore, the provision has been kept in the contract that in case of delay in delivery, for the reasons attributable to the vendor, owner reserves the right to recover from the vendor, a sum equivalent to 0.5% of the value of the delayed materials for each week of delay and part thereof subject to maximum of 10% of the total value of the order as Liquidated Damage (LD). In cases, where the works/supply/services extend beyond the contractual completion schedule/delivery period and provisional extension order is issued without deciding on the application of LD, no amount from the RA bill will be deducted as "withheld LD" amount in case where adequate retention payment (over and above SD) remains with DVC as per terms of the contract.

(ii) Alternatively, the Purchaser reserves the right to purchase the material from elsewhere at the sole risk

and cost of the Vendor and recover all such extra cost incurred by the Purchaser in procuring the material by the above procedure.

(iii) Alternatively, the Purchaser may cancel the Order completely or partly without prejudice to his right under the alternatives mentioned above

(iv) In the event of recourse to alternative (ii) and (iii) above, the Purchaser will have the right to repurchase the stores, to meet urgency in requirement caused by Vendors failure to comply with the schedule of delivery irrespective of the fact whether the materials are similar or not.

6. RISK PURCHASE CLAUSE:

The Purchaser reserves the right to purchase the material/spares/ equipment or get the service & works done from elsewhere at the sole risk and cost of the Vendor and recover all such extra cost incurred by the Purchaser/Owner in procuring the material, services and works contract. The procedure to be followed is given below-

(i) After the expiry of the specified date of delivery/ completion period, a notice should be given to the vendor for delivering the material/ completion the work immediately.

(ii) If the vendor fails to deliver the material/ complete the work, a final risk and cost notice is to be served to the vendor by registered post with A/D/ speed post, clearly indicating that if he fails to deliver the materials / complete the work within specified period as per condition of contract/ W& P Manual (GCC) after receipt of the letter, the same shall be outsourced /executed from other sources at the risk and cost of the vendor. Such letter is to be issued with approval of TAA. However, in case TAA is Board or Chairman, approval of concerned member followed by concurrence of Member Finance shall be obtained.

(iii) The existing order has to be closed and action to be initiated for procurement / completion of work & services of the balance items/ portion. While taking such action the defaulting vendor/ contractor should not be given an opportunity against fresh tender/ enquiry.

(iv) If it is found that price has come on the higher side then the difference between the original price and the new price will be recovered from the vendor.

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

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

(vii) In case the amount is considerable, legal action may be considered by TAA. However, in case, TAA in Board or Chairman, approval of concerned member followed by concurrence of Member Finance shall be obtained.

(viii) Alternatively, the Purchaser may short close the Order stating the reason for not resorting to risk purchase clause in case of exigency with approval of TAA. However, in case TAA is Board or Chairman, approval of concerned member followed by concurrence of Member Finance shall be obtained. In the event of recourse to alternatives as mentioned above, the Purchaser/DVC will have the right to re-purchase the stores or complete the work, to meet urgency in requirement caused by Contractor/Vendor's failure to comply with the schedule of delivery or completion of the work or services irrespective of the fact whether the materials /equipment/ work/ service are similar or not.

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

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

9. BILL TRACKING SYSTEM - It has been advised that all the bill/invoice related to P.O./W.O. must be processed through DVC Portal with following link <https://application.dvc.gov.in/Vendor/> Detailed guidelines related to Vendor Registration & Processing of Bill for Vendor Bill Tracking are available in the DVC portal under

PROCUREMENT.

10. LIMITATIONS OF LIABILITY

Except in cases of Criminal Negligence or wilful misconduct,

(i) The Contractor and The Employer shall not be liable to the Other Party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or Interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer

AND

(ii) The aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement, copy right, workman compensation.

11. SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE (SL)

You will have to furnish Security Deposit for an amount of 3% of ordered value.

No Security Deposit-cum-Performance Guarantee is required for contract value up to Rs.1 (One) lac.

Security deposit is to be furnished in the form of bank guarantee (including e-bank guarantee) issued/confirmed from any of the commercial bank in India or online payment in an acceptable form.

The successful tenderer will have to deposit as security, for satisfactory execution of the order, and for guaranteed performance of the supplied item/executed works or services for an amount equivalent to 3% of the ordered value in the form of Bank Guarantee (as per DVC format) within 21 days from the date of issuance of Purchase Order, from any Nationalised / Scheduled Bank and it should have validity for 27 months from the date of execution of BG.

The Bank Guarantee shall be issued on the SFMS (Structured Financial Messaging System) mode by issuing Bank.

Details of advising bank: BANK OF INDIA, Banjhedi branch, Koderma. Account No.: 498930110000072, IFS Code: BKID0004989.

The said BG should be extended suitably covering the entire warranty period after despatch of materials.

In case contractor fails to submit the Performance Security within 30 Days of the date of issuance of LOA/ Purchase Order, DVC without prejudice to any other right or remedies it may possess under the Contract, may forfeit the bid security (wherever applicable) and shall short close the contract as per CANCELLATION/SHORT CLOSURE clause and may retender and in this re-tender such defaulting bidder will not be allowed to participate.

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.

In case of a JV, wherever applicable, the performance security shall be provided by all partners in proportion to their participation in the project.

12. INSTRUCTIONS FOR FURNISHING BANK GUARANTEE

1. Bank Guarantee (B.G.) for Advance Payment, Mobilization Advance, B.G. for Security Deposit-cum-Performance Guarantee, Earnest Money should be executed on the Non-Judicial Stamp Paper of the applicable value and to be purchased in the name of the Bank.

2. The Executor (Bank authorities) may mention the Power of Attorney No. and date of execution in his/her favour with authorization to sign the documents. The Power of Attorney is to be witnessed by two persons mentioning their full name and address.

3. The B.G. should be executed by a Nationalized Bank/Scheduled Commercial Bank. B.G. from Co-operative Bank/Rural Banks are not acceptable.

4. A Confirmation Letter/e-mail confirmation of the concerned Bank must be furnished as a proof of genuineness of the Guarantee issued by them.

5. Any B.G. if executed on Non-Judicial Stamp paper after 6 (six) months of the purchase of such stamp paper shall be treated as Non-valid.

6. Each page of the B.G. must bear signature and seal of the Bank and B.G. Number.

7. The contents of the B.G. shall be strictly as Proforma prescribed by D.V.C. in line with Purchase Order/LO

I/Work Order etc. and must contain all factual details. Bidders are requested to download the format of BANK GUARANTEE FOR SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE from hyperlink given in clause no: 2 i.e. Buyer uploaded ATC document under "Buyer Added Bid Specific Additional Terms and Conditions".

8. Any correction, deletion etc. in the B.G. should be authenticated by the Bank Officials signing the B.G.

9. In case of extension of a Contract, the validity of the B.G. must be extended accordingly.

10. B.G. must be furnished within the stipulated period as mentioned in Purchase Order/L.O.I./Work Order etc.

11. Issuing Bank/The Vender are requested to mention the Purchase Order/Contract/Work Order reference along with the B.G. No. for making any future queries to D.V.C.

12. Signing by witnesses in the Bank Guarantee/Performance Guarantee/Security is not mandatory.

13. SFMS (STRUCTURED FINANCIAL MESSAGING SYSTEM)

(i) Bank Guarantee for Security Deposit-cum-Performance Guarantee, Earnest Money shall be issued on the SFMS (Structured Financial Messaging System) mode by issuing Bank.

(ii) Details of advising bank: BANK OF INDIA, Banjhedi branch, Koderma. Account No.: 498930110000072, IFSC Code: BKID0004989.

14. GUARANTEE/WARRANTY: 24 months from the date of supply of materials. Guarantee/Warranty Certificate to be submitted with supply.

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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.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

All GeM Sellers / Service Providers 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---