

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	25-05-2026 13:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	25-05-2026 13:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Power
विभाग का नाम/Department Name	Contracts And Materials
संगठन का नाम/Organisation Name	Damodar Valley Corporation
कार्यालय का नाम/Office Name	Damodar Valley Corporation
वस्तु श्रेणी /Item Category	Custom Bid for Services - Annual Rate Contract for maintenance, servicing & calibration of Portable Flue Gas Analyzer Model Vario Plus SI No:061052 Make MRU GmbH Germany for two years
समान श्रेणी/Similar Category	<ul style="list-style-type: none"> Customized AMC/CMC for Pre-owned Products
अनुबंध अवधि /Contract Period	2 Year(s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1

बिड विवरण/Bid Details

दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 Days
Payment Timelines	Payments shall be made to the Seller within 10 days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
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ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

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

Single Tender

Single Tender Applicable	Yes
Reason	The sources of supply are definitely known and possibility of fresh source(s) beyond those being tapped is remote.
List of Seller Organization for participation	TECHMARK ENGINEERS & CONSULTANTS

1. 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 as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
2. 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 as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1778236552.pdf](#)

Payment Terms:[1778236558.pdf](#)

GEM Availability Report (GAR):[1778236567.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1778236581.pdf](#)

Custom Bid For Services - Annual Rate Contract For Maintenance, Servicing & Calibration Of Portable Flue Gas Analyzer Model Vario Plus SI No:061052 Make MRU GmbH Germany For Two Years (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Annual Rate Contract for maintenance, servicing & calibration of Portable Flue Gas Analyzer Model Vario Plus SI No:061052 Make MRU GmbH Germany for two years
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Balwant Singh Painkra	825421,Koderma Thermal Power Station, Damodar Valley Corporation, Koderma, 825421, Koderma, 825421	Project / Lumpsum Based	N/A

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

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

ATC

Sub :

Annual Rate Contract for maintenance, servicing & calibration of Portable Flue Gas Analyzer, Model: Vario

Plus, Sl. No:061052, Make: MRU, GmbH, Germany for two years.

Techno- commercial Terms & Conditions: -

1) Price Basis: - Rate shall remain FIRM throughout the contract period.

2) TAXES & DUTIES: As applicable at per actual.

3)Payment Terms: -

95% payment shall be made against RA bills for the executed works/service duly certified by Engineer-in-charge, DVC on submission of bill in triplicate. The remaining 5% shall be paid after successful completion of the contract.

Payment will be made in Non-GeM Mode i.e. offline mode.

Payment will be made on RA bill certified by **DGM/Sr. Manager, Chemical Lab, K TPS, DVC** subject to satisfactory completion of the work.

The contractor shall raise the bill on completion of every month, which should be duly certified by the officer In-charge and the payment shall be done as per above payment term.

4) Scope of work and BOQ :

As per attachment.

5)PERIOD OF VALIDITY OF BID :

(i) Bids shall remain valid for a period of **90 days** from the closing date prescribed by the Employer for the receipt of bids. A bid valid for a shorter period shall be rejected by the Employer as being nonresponsive.

(ii) In exceptional circumstances, the Employer may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall

all be made by e-mail. If a Bidder accepts to extend the period of bid validity, the validity of bid security shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

6) CONTRACT PERIOD:

The contract period shall be valid for a period of 730 days from the commencement of the work.

7) IMPORTANT TERMS & CONDITIONS:

(a) Invoice to be raised separately with different rates of GST.

(b) Please submit Tax Invoice on supply of material/ service with prerequisites statutory information within stipulated time as mentioned in the relevant provisions of the Central Goods and Services Tax Act 2017 and allied acts and rules made thereunder. In case the invoice is issued beyond the stipulated time as per GST act, then DVC will not be liable to reimburse any such taxes & duties paid under the GST Act. Further, the supplier of Goods/ Services indemnifies DVC from and against any loss / extra cost incurred by the company on account of default by the supplier or any of its third party in any statutory compliance of the GST Act.

8) 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 authorized representative of DVC and authorized signatory of Supplier/Contractor/ Service Provider/Consultant.

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 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 acknowledgement 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 in case of GTE, 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.

9) LD CLAUSE & Risk purchase clause:

- I. DVC reserves the right to recover a sum equivalent to 0.5% of the value of the total contract value of the order for each week of delay and part thereof subject to maximum of 5% of the total value of the order as Liquidated Damage (LD) due to delay in completion of work attributable to the contractor.
- II. Alternatively, the Purchaser reserves the right to purchase the service from elsewhere at the sole risk and cost of the Vendor and recover all such extra cost incurred by the Purchaser in procuring the service 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 service, 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.

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

3% of the contract value shall be retained as a security deposit and will be released after expiry of defect liability period. 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.

12) CANCELLATION/SHORT CLOSURE -

The Owner may terminate/short close the contract, by not less than 30 days written

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 anything 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. It will be guided as per Clause No. 17 of GCC' 2023. GCC' 2023 is available in DVC website www.dvc.gov.in.

13) SETTLEMENT OF DISPUTES & ARBITRATION: It will be guided as per GCC' 2023 is available in DVC website www.dvc.gov.in. Also attached here in , kindly go through the attachments.

14)VENDOR BILL TRACKING SYSTEM:

The Vendor Bill Tracking system is active & available at <https://application.dvc.gov.in/Vendor/> (under PROCEREMENT tab of DVC homepage <https://www.dvc.gov.in/>).

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

15)SUB-LETTING:

Sub-letting is not allowed in this contract.

16)GOVERNING LAW(CLAUSE NO.30 OF GCC DVC): The Contract shall be governed by and interpreted in accordance with laws in force in India. The Courts of Kolkata shall have exclusive jurisdiction in all matters arising under the Contract.

17)FORCE MAJEURE: As Per Clause 16 of the DVC's GCC.

18) WORK RELATED TERMS & CONDITIONS: -

- I. The firm will perform the subject work in accordance with the guidelines contained in the work order and the instructions of the 'Engineer-in-Charge or his authorized representative.
- II. Any deviation from the scope of work without the consent of the Engineer-in-Charge will not be allowed. Only the Engineer-in-Charge will be empowered to change

ange or modify the guidelines or instructions given or laid down earlier.

- III. In case of any doubt or contradiction, the decision of Engineer-in-Charge will be final.
- IV. Work Accident: The firm will be totally responsible for the safety of the workers employed by them. In the event of any work accident, major or minor, the firm's representative must take care of the injured person immediately and provide him the required treatment suggested by the doctor. The injured can be admitted to DVC hospital KTPS also for treatment by paying the charges as required.
- V. As the area of work is highly sensitive with respect to safety hazards, the responsible supervisors/ engineers of the firm must take proper work permit, shutdown clearance and other instructions from the Engineer-in-Charge or his representative daily before start of the work.
- VI. The Firm shall fully co-operate with DVC's other Contractors for associated plant and subsidiary as well as other similar activities.
- VII. Insurance: The Insurance of personnel employed in the job shall be done by the contractor. No compensation of any major/minor/disabilities/damage would be given by DVC, KTPS.
- VIII. Permit to Work: For any job 'Permit to Work' is to be obtained from the Engineer-in-charge of DVC or his authorized representative.
- IX. Precautionary measures to avoid damage of other equipment: The contractor should take care for safety of equipment and property of DVC, KTPS. Any loss to this effect will be contractor's responsibility entirely and they shall have to make good for the losses and extra expenditure incurred by DVC, KTPS thereof. Responsibility of the spares & materials issued to the Contractor rests with the contractor himself. Contractors have to replenish the same at his own cost & risk in case of loss/damage of the spare/material under his custody.
- X. Discipline: The contractor's employees should maintain proper discipline and behaviour and do not cause any hindrance to smooth running of the Power Plant or in execution of duties by DVC, KTPS Employees. Controlling Officer is fully empowered to ask the contractor to withdraw any worker/workers on charges of misconduct, incompetence/ negligence in discharge of duties and such worker/workers may not be deployed without his permission.

- XI. The contractor shall be fully responsible for his workers with regard to terms of employment. DVC is not responsible in any manner, whatsoever in respect of workers engaged by the contractor for carrying out the work at KTPS, DVC. During execution of the Contract as well as on expiry of the same, the contractor shall ensure that none of their employees/workers claims employment in DVC.

19) Defect Liability period:

The contractor shall stand guaranteed against defects attributable to faulty workmanship or procedure adopted in the work for a period of three (03) months from the date of each visit. The guarantee covers all defects noticed during this period and shall have to be attended to free of cost. A maximum notice period of 72 hours shall be provided by KTPS, DVC for attending the workmanship defects during the liability period.

20) CONTROLLING OFFICER: The Sr. Manager (Chemical), or their authorized representative.

21) SAFETY CLAUSE:

As per DVC's GCC & GCC safety. Both are attached here in, kindly go through the attachments.

22) SPECIAL INSTRUCTION TO BIDDERS:

- I. Status of organization (i.e. Company Registration Certificate/ Memorandum and Article of Association/ Partnership Deed / sole-proprietorship as the case may be) with documentary evidence.
- II. MSME certificate/ NSIC Registration certificate from appropriate government authority (as & if applicable).
- III. PAN, GST Registration certificate, Bank account details.
- IV. Quotations received after due date may not be considered. If you submit more than one offer against the GeM Bid within the due date, the latest offer received against the NIT at this office may only be taken into consideration. Unsolicited offers will not be considered.
- V. The bidders are requested to download the format of Letter of Bid [i.e. Annexure-G], Notarized Affidavit of Annexure-I, Details of Banker for Making Payment through RTGS/NEFT [i.e. Annexure-H], Certificate, No Relation Certificate, Acceptance of all terms and conditions from hyperlink given in clause no: 3 of Buyer added Bid Specific ATC under "Buyer Added Bid Specific Terms and Conditions" and fill as per instruction given below and upload the same in website (GeM) in .pdf file (No price part should be mentioned in this document). The bidder is also requested to upload scanned copies of the same after duly filling.

(23) COMPLIANCE OF REGULATIONS (CLAUSE NO.22 OF GCC DVC):

The Vendor shall warrant that all Goods and/or services covered by this Purchase Order/ contract shall have been produced, sold, dispatched, delivered, tested and commissioned in strict compliance with all applicable laws, regulations including industries (Development & Regulations) Act, 1951 & Industrial Dispute Act, 1947 and any amendments there under, labour agreements, Safety rules and PF compliance, working conditions and technical codes and requirement as applicable from time to time. All laws, rules and regulations required to be followed in execution of the order / contract, must be complied with.

The Vendor should execute and deliver such documents as may be needed by the Purchaser/ owner in evidence of compliance. Any liability arising out of contravention of any of the laws on executing this order shall be the sole responsibility of the Vendor and the Owner shall not be responsible in any manner whatsoever.

(24). TERMS AND CONDITIONS: -

The contractor would be bound by the terms and conditions as detailed in the GeM Bid/ GeM contract and DVC General Conditions of Contract (GCC) & General terms & conditions of GeM. Bidders are requested to go through General Conditions of Contract (GCC)of DVC & General terms & conditions of GeM before submission of offers. Terms and conditions which are not specifically mentioned in the NIT and Tender Documents shall be covered by the General Conditions of Contract (GCC)of DVC & General terms & conditions of GeM.

Note:

- i. The terms and conditions stipulated in STC & SLA will supersede those in GTC (General terms & conditions of GeM) and Terms & conditions stipulated in ATC will supersede those in GTC (General terms & conditions of GeM) and STC in case of any conflicting provisions.
- ii. The terms and conditions mentioned in ATC & Scope of work in attachment shall prevail over GeM Bid Report if there is any contradiction.

(25) Total Estimated Bid Value excludes GST. But your quoted price must be inclusive of GST. (Very Very Important)

(26) SECURITY GATE PASS:

The contractor must arrange Photo gate pass at his own cost for his workmen from the security department and the rules and regulations related to this subject shall be binding on the contractor. As KTPS, DVC is a protected area, necessary Photo Identity Pass of the persons engaged shall be arranged by the contractor from the In Charge KTPS, the expenditure of photograph etc. shall be borne by the contractor.

(27) SCANNED COPIES OF ALL THE REQUIRED DOCUMENTS:

Scanned Copies of all the required documents for meeting the qualifying criteria of the tender along with the bid documents shall have to be uploaded in GeM Portal during submission of bid on line for techno commercial evaluation and compliance thereof. Tenders will be processed on the basis of scanned copy of the

documents submitted by the bidders.

(28) UNAUTHORIZED OCCUPATION/POSSESSION:

Unauthorized occupation/possession of Quarters/Shop/Plot of land of DVC will be treated as a disqualification and tender submitted/Contract awarded is liable to be rejected/cancelled, as the case may be, at any stage if the vendor or his authorized representative is found to be having such unauthorized occupation/possession.

(29) LOCAL RULES & REGULATIONS:

The contractor has to abide by the rules and regulations framed by DVC authority which may change from time to time in the interest of the project. They are to follow the duty hours as will be specified by the controlling officer during execution of contract.

(30) UPWARD VARIATION: Any upward variation in taxes & duties beyond the contract period will be borne by you. However, any decrease in this respect will have to be passed on to DVC.

(31) Terms and Conditions are not mentioned here shall be as per DVC's GCC.

(32) EPF & ESI: EPF & ESI Clauses shall be applicable as per rules.

(33) Documents need to be submitted during Tender submission:

- i. Copy of valid PAN and GST Registration Certificate, Status of the organization i.e. Company Registration Certificate, article of association, Proprietorship, Partnership deed, as the case may be.
- ii. Letter of Bid [i.e. Annexure-G], Details of Banker for Making Payment through RTGS/NEFT [i.e. Annexure-H], Affidavit of Annexure - I, Certificate, Acceptance of all terms and conditions.
- iii. EPF & ESI registration certificate.
- iv. Price Reasonability Certificate

(34). Contact Us:

(a) If any queries related to enquiry/NIT/P.O., you may contact to Shri Anand Prakash Lal, Sr. Manager (C&M) KTPS, DVC, Koderma. Mobile No.: 7001267699, Mail-ID: anand.lal@dvc.gov.in OR Shri Somnath Chanda, Manager(C&M) KTPS, DV

C,Koderma, Mob No- 9933312151, Mail ID : somnath.chanda@dvc.gov.in.

(b) Paying Authority: The Sr. Manager (Finance), KTPS, DVC, P.O.- Koderma, Banjhedih, Pin No. -825421, **Mobile No.- 9431585115, email id: rajasagar.singh@dvc.gov.in**. Please contact with him for any queries regarding Payment.

(c). Indenting department:- Mr. Debashis Sarkar, Dy Manager (Chemist), KTPS, DVC, Koderma. Mobile No.: 9434314512, Mail-ID: debashis.sarkar@dvc.gov.in

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3. Buyer Added Bid Specific ATC

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

अस्वीकरण/Disclaimer

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

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

10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

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

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

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), 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 सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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

---धन्यवाद/Thank You---