

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687750858434

अनुबंध तिथि | Generated Date : 15-May-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4361367](#)

संगठन विवरण   Organisation Details		खरीदार विवरण   Buyer Details	
प्रकार   Type :	Central PSU	पद   Designation :	Manager Elec C and M DVC Tower Kolkata
मंत्रालय   Ministry :	Ministry of Power	संपर्क नंबर   Contact No. :	06534-292156-
विभाग   Department :	Contracts and Materials	ईमेल आईडी   Email ID :	prabhakar.suman@dvc.gov.in
संगठन का नाम   Organisation Name :	Damodar Valley Corporation	जीएसटीआईएन   GSTIN :	20AABCD0541M1Z5
कार्यालय क्षेत्र   Office Zone:	Damodar Valley Corporation	पता   Address :	C&M, HQ, Damodar Valley Corporation, DVC Towers, VIP Road, Kolkata-700054, KOLKATA, WEST BENGAL-700054, India

  

वित्तीय स्वीकृति विवरण   Financial Approval Detail		भुगतान प्राप्तिकरण विवरण   Paying Authority Details	
आईएफडी सहमति   IFD Concurrence :	Yes	Role:	PAO
प्रशासनिक अनुमोदन का पदनाम	GM (Elect), DVC KTPS Koderma	भुगतान का तरीका	Offline
Designation of Administrative Approval:		Payment Mode:	
वित्तीय अनुमोदन का पदनाम	Dy. GM (C&M), DVC HQ Kolkata	पद   Designation :	Senior Manager Finance KTPS
Designation of Financial Approval :		ईमेल आईडी   Email ID :	sunil.sinha@dvc.gov.in
		जीएसटीआईएन   GSTIN :	20AABCD0541M1Z5
		पता   Address:	Finance, Damodar Valley Corporation (KTPS), Koderma, Jharkhand, Koderma, JHARKHAND-825421, India

विक्रेता विवरण   Seller Details	
जेम विक्रेता आईडी   GeM Seller ID :	549K210003699319
कंपनी का नाम   Company Name :	M/S SAN ASSOCIATES
संपर्क नंबर   Contact No. :	09431128544
ईमेल आईडी   Email ID :	sanksb21@gmail.com
पता   Address :	05,PUSHPAK SOCIETY,CHAS, BOKARO, GUJRAT COLONY, Bokaro, JHARKHAND-827013, -
एमआईआई स्थिति   MII Status :	True
एमएसएमई सत्यापित   MSME verified :	No
एमएसएमई पंजीकरण संख्या   MSME Registration number :	UDYAM-JH-01-0006949
एमएसई सामाजिक श्रेणी   MSE Social Category :	General
एमएसई लिंग श्रेणी   MSE Gender :	Male
जीएसटीआईएन   GSTIN:	20AIEPS3535J2ZC (R)

\*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Consignee

वितरण निर्देश   Delivery Instructions : NA	
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#	आइटम विवरण   Item Description	आइटम विवरण   Ordered Quantity	इकाई   Unit	इकाई मूल्य (INR)   Unit Price (INR)	कर विभाजन (INR)   Tax Bifurcation (INR)	मूल्य (INR में सभी शुक्र और कर सहित)   Price (Inclusive of all Duties and Taxes in INR)
1	उत्पाद का नाम   Product Name : Magnetic Coil Assembly for Suspended Magnets and In Line Magnetic Separators ब्रांड   Brand : ELECTRO ZAVOD (INDIA) PVT. LTD. ब्रांड प्रकार   Brand Type : Unbranded कैटलॉग की स्थिति   Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है   Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्धारा   Category Name & Quadrant : Magnetic Coil Assembly for Suspended Magnets and In Line Magnetic Separators (Q3) मॉडल   Model: MAGNETIC COIL ASSEMBLY एचएसएन कोड   HSN Code: HSN not specified by seller	1	the number pi	6,807,104.44	NA	6,807,104.44
कुल ऑर्डर मूल्य   Total Order Value (in INR)						6,807,104.44

परेषिती विवरण   Consignee Detail					
क्र.सं.   S.No	परेषिती   Consignee	वस्तु   Item	लॉट नंबर   Lot No.	मात्रा   Quantity	दिनांक के बाद डिलीवरी शुरू करना है   Delivery Start To Be Completed

					After	By
1	पद   Designation : - ईमेल आईडी   Email ID : bharat.saradar@dvc.gov.in संपर्क   Contact : - जीएसटीआईएन   GSTIN : - पता   Address : KTPS Store, Damodar Valley Corporation (KTPS), Koderma Jharkhand, KODERMA, JHARKHAND-825421, India	Magnetic Coil Assembly for Suspended Magnets and In Line Magnetic Separators	-	1	15-May-2024	11-Nov-2024

#### Product Specification for Magnetic Coil Assembly for Suspended Magnets and In Line Magnetic Separators

विवरण   Specification	उप-विवरण   Sub-Spec	मूल्य   Value
Custom Specification	Custom Specification	Yes

#### विक्रेता विशेषता दस्तावेज़ | Seller Specification Document:

1. <a href="#">SpecificationDocument1</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/66/76/168/CatalogAttrs/SpecificationDocument/2024/1/9/2024_01_09_03_24_45_specification_2024-01-09-03-24-46_32edfb9016c13388c7df458d648adf1b.pdf
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#### खरीदार विशेषता दस्तावेज़ | Buyer Specification Document:

1. <a href="#">DrawingDocument</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/1139186/54/78/703/CatalogAttrs/DrawingDocument/2023/12/18/name_plate_and_photo_ilms_2023-12-18-07-08_4032f3e16c0b52a5aeddc266639c58bd.pdf
2. <a href="#">DrawingDocument</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/1139186/54/78/703/CatalogAttrs/DrawingDocument/2023/12/18/name_plate_and_photos_sm_2023-12-18-07-08_0ced267bcd097175e258eb51191621dd.pdf
3. <a href="#">DrawingDocument</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/1139186/54/78/703/CatalogAttrs/DrawingDocument/2023/12/18/qap_2023-12-18-16-07-08_77217eb76e1d8536f721a1515abfb95b.pdf
4. <a href="#">SpecificationDocument</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/1139186/54/78/703/CatalogAttrs/SpecificationDocument/2023/12/18/specification_photos_qap_2023-12-18-16-07-08_4491c7d70adabc713e0f5eaa53346eb6.pdf

#### शुद्धिपत्र | Corrigendum

- तक बढ़ाया गया | Extended Upto : 2024-01-16 10:00:00
- तक बढ़ाया गया | Extended Upto : 2024-01-23 10:00:00

#### खरीदार द्वारा जोड़ी गई बोती का विशेष अतिरिक्त कार्य | Buyer added Bid Specific Additional Scope of Work

क्र.सं   S.No	दस्तावेज़ का शीर्षक   Document Title	विवरण   Description	लागू आईआरओ सामान   Applicable i.r.o. Items
1	SPECIFICATION PHOTOS QAP <a href="#">View</a>	SPECIFICATION PHOTOS QAP	Procurement Of Magnetic Coil Assembly For Suspended Magnets And In Line Magnetic Separators DVC(1)

मूल्य बिभाजन एक्सेल फ़ाइल विवरण | Price Bifurcation Excel File details: [PRICE FORMAE AND OFFERED ITEM SPECIFICATION](#)

#### ईपीबीजी विवरण | ePBG Detail

सलाहकार बँक   Advisory Bank :	Bank of India
ईपीबीजी प्रतिशत (%)   ePBG Percentage(%):	10.00

बोती लगाने वाले को बोती के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा | The bidder shall furnish ePBG as applicable as per bid's terms and conditions

#### नियम और शर्तें | Terms and Conditions

##### 1. General Terms and Conditions-

- This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

##### 2. Buyer Added Bid Specific Terms and Conditions-

**2.1 Generic**

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

**2.2 Buyer Added Bid Specific ATC:**

Buyer Added text based ATC clauses

**TECHNO-COMMERCIAL TERMS AND CONDITIONS: -**

**Name of Procurement: - Procurement of Magnetic Coil Assembly for Suspended Magnets(SMs) and In Line Magnetic Separators(ILMSs) installed at CHP, DVC, KTPS.**

**NOTE: - Offer/Quotation of OEM/PAC bidder or BID specific authorised distributor of "M/s. ELECTRO ZAVOD (INDIA) PVT. LTD \_-19/1B, Keyatala Road, Kolkata- 700029, Kolkata, Pincode: 700029, the OEM" shall only be accepted.**

**Other than OEM/PAC bidder & bid specific authorised distributors of "M/s ELECTRO ZAVOD (INDIA) PVT. LTD \_-19/1B, Keyatala Road, Kolkata- 700029, Kolkata, Pincode: 700029, the OEM" shall be outrightly rejected.**

**1.PRICE BASIS:** The rates quoted by the bidder must be Firm till execution of the contract and on FOR-Destination Basis and in INR currency and the Offered/Quoted rate against the subject items should be inclusive of all taxes & duties (e.g., GST, freight, P&F etc.) for door delivery FOR KTPS basis.

**2.RICE BID DISCLOSURE** - If any price component related to subject NIT in full or in part is exposed and found with its techno commercial offers, the offer shall outrightly be rejected and will not be considered further.

**3.BID EVALUATION PROCEDURE** - Bid evaluation will be done on Item Wise L1 basis.

**4.Supplies must be strictly in accordance with specifications and/or drawings, samples etc. furnished or approved by the DVC. Suppliers will be responsible for deviation in respect of technical specifications and commercial terms and conditions whatsoever. Bidders are requested to go through the Clause No. 6 of GCC before submitting their offer.**

**5.INSPECTION** - Goods supplied will always be subject to our inspection on arrival at the destination.

**6.The supplier will be held responsible for the stores not being sufficiently and properly packed at his expenses for transport by Road; so as to ensure them being free from loss or injury at their destination.**

**7.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.

**8.PAYMENT TERMS**- 100% payment will be released within ten (10) days of issue of consignee receipt-cum-acceptance certificate (CRAC) and online submission of bills subject to submission and acceptance of SDBG/ePBG.

**9.DELIVERY:** Materials are to be delivered at KTPS store within delivery period from the issuance of Purchase Order. The details of delivery of materials are as follows.

a. Delivery Schedule (in days): 180 days from the date of Issuance of Purchase Order.

b. Consignee: Controller of Stores, KTPS, DVC, Koderma

**10.**The date of delivery to be reckoned as the date of receipt of the material at site by the consignee.

**11.Guarantee/Warranty** - The Vendor shall warrant that all material supplied under the Order shall be new, unused and conform to the Purchasers / owners requirements and specifications as mentioned in the NIT. The Vendor shall guarantee the material under the Order **for 60 months from the date of delivery**. The date of delivery to be reckoned as the date of receipt of the material at site by the consignee. The vendor shall agree to replace any material, which has been proved defective or fails to conform to the desired specifications free of cost to the purchaser within the Guarantee/Warranty period. The guarantee period for such replaced part shall be the same as that of materials specified earlier. Inspection and acceptance of material by DVC at DVC Site shall not in any way relieve the vendor from the responsibility for proper performance during the guarantee period.

**12. 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.

**13.VENDOR'S DRAWING AND DATA** - All Drawings, data and documentation in respect of the ordered items are an integral part of the PO. The vendor will furnish all such drawings, data and documentation to the Purchaser. Purchaser will specify the schedule for submission of these documents by the vendor and the required number of copies. The vendor shall ensure strict compliance to this schedule.

**14.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/Airs/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. In case of any mode of transport as to be resorted to other than that mentioned in the PO, the same should be done only after obtaining prior approval in writing from the purchaser. All movements sanction, loading permissions etc. from Railways or other authorities shall be obtained by the vendor. The vendor shall communicate the relevant dispatch particulars immediately on dispatch by telex/telegram/fax to the consignee as specified in 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 wants of documents and consequent demurrage, detention charges etc.

**15.OFFER VALIDITY** - Bid offer must be kept valid for at least 180 days from the date of opening of the enquiry.

**16.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.

**17.SECURITY DEPOSIT -CUM -PERFORMANCE GUARANTEE** You will have to deposit as security, for satisfactory execution of the order for amount equivalent to **10 %** of the ordered value as Performance security/Bank Guarantee within 21 days from the date of issuance of LOA/Work order/Purchase Order, from any nationalized/ scheduled bank and it should have validity initially for **68 months** from the date of execution of BG. The Performance Security/Bank Guarantee 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 respect. The said BG should be extended suitably covering the entire warranty period. BG may be accepted after needful verification of the same from the appropriate authority. Bank Guarantee is to be submitted to the Superintending Engineer (C&M), DVC, Koderma Thermal- Power Station, P.O.-DVC KTPP, Dist- Koderma (Jharkhand) -825421 . No payment will be made without acceptance of Bank Guarantee. No payment whatsoever will be made till the acceptance of SDBG/deposit of initial SD as the case may be as per the terms of the contract. In case contractor fails to submit the Performance Security within 30 Days of the date of issuance of LOA/ Work 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.

**Submission of Performance Security is not applicable for a contract value up to Rupees 1 (One) Lakh.**

**Special Instruction to bidder for furnishing Bank Guarantee:** -

a). The Bank Guarantee must be issued on the SFMS (Structured Financial Messaging System) mode by Issuing Bank. b) Details of advising bank for Koderma Thermal Power Station (KTPS): - Bank Name: BANK OF INDIA Branch Name: Banjhedi Account No.: 498930110000072 IFSC Code: BKI D0004989 Micro code- 825013612.

**18. 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.

#### **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 on 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 t

he 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.

**19. 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 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' 2022. GCC' 2022 is available in DVC website [www.dvc.gov.in](http://www.dvc.gov.in).

**20. FORCE MAJEURE** - It will be guided as per Clause No. 16 of GCC (General Condition of Contract). GCC, 2022 is available in DVC website.

**21. DVC GENERAL CONDITIONS OF CONTRACTS:** - The terms and conditions not mentioned herein shall be as per DVC GCC as applicable. For DVC GC C, please visit "[https://www.dvc.gov.in/dvcwebsite\\_new1/conditions-of-contract/](https://www.dvc.gov.in/dvcwebsite_new1/conditions-of-contract/)". If any contradiction arises between the conditions mentioned herein and those in DVC GCC the former shall prevail.

**22. 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.

**23. SPECIAL INSTRUCTION TO BIDDERS -**

- (i) Please submit copy of valid **PAN and GST Registration** Certificate along with BID.
- (ii) Mention the HSN Code of all the materials.
- (iii) No price escalation will be entertained.
- (iv) In sending your quotation you will be deemed to have read, understood and accepted all terms and conditions stated in the Enquiry.

**24. REQUIRED DOCUMENTS FOR ALL MATERIALS -**

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**(i) Document submitted by bidder during bid submission:**

**(a) BID specific Dealership/Authorization certificate (if applicable):** The firm must submit the bid specific dealership/authorization certificate for the quoted material make from OEM/PAC i.e.- **M/s Siemens Ltd. (Process Instruments Divn) - Siemens Ltd. RC-IN DI PA PI S 43, Shanti Palli, Rashbihari Kolkata 700042, kolkata, Pin code: 700042**

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**(ii) Document submitted by bidder at the time of supply of material:**

- (a) F&I certificate:** 1:1 interchangeability & fitment certificate are to be furnished during supply of finished product
- (b) Guarantee & warranty certificate:** The bidder should have to submit the Manufacturer Guarantee certificate along with the supply of all the materials.
- (C) Manufacturer TEST certificate -** The bidder should have to submit the Manufacturer Test certificate along with the supply of all the materials

**25. Price Reasonability Certificate** - Please certify on your offer that the quoted rates are reasonable and same as charged to other Govt. Organizations/ PSU etc. and in support of price reasonability, the order copies of similar items received from Govt. Organizations/ PSU are required to be furnished.

**26. Proprietary Article Certificate** - You must certify that the items quoted by you are proprietary ones and exclusively manufactured by you.

**27. IMPLEMENTATION OF INTEGRITY PACT:**

DVC shall be entering into an Integrity Pact with the bidders as per format enclosed. The proforma has

to be resubmitted by the bidder (along with the techno-commercial bid) duly signed by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Any bid not accompanied by

Integrity Pact proforma duly signed by the bidders shall be rejected straightway. All pages of IP to be

signed by the bidder's authorized signatory who signs the bid. In other words, entering this Pact would be a preliminary qualification NOTE: The bidder is requested to sign IP with witness signature in 'Witness 2' along with Name & Address and the original hard copy to be sent to the office

**SPECIAL NOTE\*\* - Verification of INTEGRITY PACT as submitted: -**

- a) Envelope with hard copy of INTEGRITY PACT (IP)-Original, will be opened on the due date and contents of the envelope will be prima facie checked. (b) If the prescribed instruments are not found in envelope in line with the NIT requirement, then the offer will be outrightly rejected. (c) However, even after opening of the Techno-Commercial part, a thorough scrutiny of INTEGRITY PACT (IP), will be made. If the instruments for IP submitted against the offer is found not in line with the enquiry, the offer will be treated as non-responsive.
- b) The Format of Integrity Pact attached under clause 1.0 of GEM ATC.

**28. INSTRUCTION TO BIDDERS (ITB) -**

(i). MII Class 1/ Class2 Local Suppliers certificate-Bidders are requested to submit copy of MII Class 1/ Class 2 Local Suppliers certificates (self-authenticated) from OEM with details of place of local value addition.

(ii). MSEs registered with NSIC/MSME are required to submit the copy of valid NSIC/MSME/UDYAM registration certificate (self-authenticated) from appropriate Govt. authority in an envelope super scribed NSIC/MSME to the office of SUPERINTENDING ENGINEER(C&M), KTPS, DVC and scan copy of same shall be uploaded on GeM Portal.

(iii). Letter of Bid (Annexure-G): This will be downloaded by the bidder and will be printed/ typed on his letter head as per format. This document will be signed by the bidder and the scanned copy of the same will be uploaded during bid submission. copy of same is to be furnished to the office of SUPERINTENDING ENGINEER(C&M), KTPS, DVC.

(iv). Annexure-H: DETAILS OF BANKER FOR MAKING PAYMENT THROUGH RTGS/NEFT is to be uploaded in website (GeM) in .pdf form as it is required for RTGS / CBS /NEFT. Copy of same is to be sent to the office of SUPERINTENDING ENGINEER(C&M), KTPS, DVC.

(v). Certificate: Bidders are requested to print/ type on their letter head as per format of certificate. This document will be signed by the bidder and the scanned copy of the same will be uploaded on GeM Portal during bid submission. Copy of same is to be sent to the office of SUPERINTENDING ENGINEER(C&M), KTPS, DVC.

(vi). The bidders are requested to download the format of Letter of Bid [i.e. Annexure-G], Details of Banker for Making Payment through RTGS/NEFT [i.e. Annexure-H], and Certificate from hyperlink given in clause no: 2 i.e. Buyer uploaded ATC document under "Buyer Added Bid Specific Additional Terms and Conditions" and fill as per given instruction and upload the same in website (GeM) in .pdf file (No price part should be mentioned in this document). Hard copy of same (if applicable) and following is to be sent to the office of SUPERINTENDING ENGINEER(C&M), KTPS, DVC, PO - DVC KTPP, Dist - Koderma, Jharkhand - 825421 along with bid -

**(vii). Estimated Bid Value is Excluding GST. However, your quoted price on GeM should be inclusive of all i.e., GST, freight, P&F etc.**

**(viii) Please download Specification and read carefully its item descriptions, quantity & Unit of Measurement and quote accordingly and submit/upload it after duly authorized signature & company seal stamped.**

(ix). OUR BANKER: Bank of India, Banjhedi (Branch Code no. 4989, IFSC code- BKID0004989, Micro code- 825013612).

**(x). Verification of documents**

(i) The bidders shall have to upload scan copies of all documents, as per requirement of QR and NIT for Techno-Commercial evaluation and compliance thereof. L1 bidder will be asked to produce the documents (as required as per NIT) in Original / Self authenticated and attested by public notary, in support of the information furnished by them online, within 10 days in case of domestic tenders and 15 days in case of global tenders from the date of notification by DVC. Bidder(s) shall also submit an affidavit (original) in line with annexure-I on a non-judicial stamp paper of Rs.10 regarding genuineness of the information furnished by him/them online and authenticity of the documents being produced by him/them, within the same time frame. No additional time will be allowed to the bidder for producing the required documents.

(ii) In case any bidder(s) fails to produce the documents within the specified period of 10 days in case of domestic tenders and 15 days in case of global tenders, or if any of the information furnished by the bidder(s) on-line is found to be false during verification of documents, which changes the eligibility status of the bidder then EMD of the bidder(s) will be forfeited with caution letter to refrain in future and in event of 2nd instance EMD will be forfeited and banning of the bidder for one year from participating in future tender.

**(xi). PUBLIC PROCUREMENT POLICY:**

[A]. Amendment to the existing Public Procurement Policy for Micro and Small Enterprises (MSE) was notified by Ministry of MSME vide GOI Gazette Notification S.O. 5670(E) dated 9th November, 2018 will be applicable for subject Procurement/Service.

[B]. Public Procurement (Preference to Make in India), Order 2017 of GOI, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi, No. P-45021/2 /2017 B.E. II dated 15th June, 2017 is applicable for the subject procurement.

[C]. Public Procurement Policy for Micro and Small Enterprises (MSEs), Order 2012 of GOI, Ministry of Micro, Small and Medium Enterprises, Office of Development Commissioner (MSME), Marketing Assistance Division, Nirman Bhawan, New Delhi, No. 26((1) /2014-MA dated 6th November, 2015 is applicable for the subject procurement.

(xii). Settlement of disputes & Arbitration As per Clause no. 33 and Clause no. 20 (Optional terms & conditions of Contract) of GCC- 2016GCC, 2016 is available in DVC website.

(xiii). Note:

(i) In accepting the order you are understood to accept to all responsibilities for any infringement in registered design, trade mark, patent rights etc.

(ii) Self-certified photocopies of all relevant documents e.g. recent PO copies, VAT/STRG/GST etc., wherever needed to be enclosed with the offer. However, DVC reserves the right to call those original documents, if needed failing which the offer is liable for rejection.

(iii) All technical and commercial terms & Condition mentioned in the subject bid will be deemed to have been accepted by you if you quote the rate. The Bidder who have not complied all the terms & conditions of NIT/Tender Document and taken deviation elsewhere, will be asked to withdraw unconditionally the deviation without any price implication within the specific time frame failing which their offers will not be considered for opening of price bids.

(xiv). COMMUNICATION/ CONTACT NO: -

For technical queries, if any, the bidders may contact the following personnel: -

(i)Shri Nishant Ratan Kerketta, SE(C&M), KTPS, DVC, Koderma, Mob: 9204469428, e-mail:[nishant.kerketta@dvc.gov.in](mailto:nishant.kerketta@dvc.gov.in)

(ii)Shri Prabhakar Kr Suman, SDE(E), C&M, KTPS, DVC, Koderma, Mob: 7992363640, email: [prabhakar.suman@dvc.gov.in](mailto:prabhakar.suman@dvc.gov.in)

#### 29. SPECIFICATION DETAILS

#### **SPECIFICATION for Procurement of Magnetic Coil Assembly for Suspended Magnets(SMs) and In Line Magnetic Separators(ILMSs) installed at CHP, DVC, KTPS.**

SL. No.	Item code	Item description	Item specification	UOM	Required Quantity	Delivery Period in Days
1	101524050 034	Magnetic Coil Assembly for SM#1&2 magnet size 1650Wx1650Lx700H mm,12.0 KW(cold) at 191V DC,9.0 KW(Hot) at 191V DC.	Magnetic Coil Assembly for SM#1&2 magnet size 1650Wx1650Lx700H mm,12.0 KW(cold) at 191V DC,9.0 KW(Hot) at 191V DC.	SET	1	180
2	101524050 033	Magnetic Coil Assembly for SM#3&4 magnet size 1500Wx1500Lx650H mm,9.5 KW(cold) at 146V DC,7.5 KW(Hot) at 146V DC.	Magnetic Coil Assembly for SM#3&4 magnet size 1500Wx1500Lx650H mm,9.5 KW(cold) at 146V DC,7.5 KW(Hot) at 146V DC.	SET	1	180
3	101524050 031	Magnetic Coil Assembly for ILMS #3&4 magnet size 1500Wx1500Lx650H mm,9.5 KW(cold) at 146V DC,7.5 KW(Hot) at 146V DC.	Magnetic Coil Assembly for ILMS #3&4 magnet size 1500Wx1500Lx650H mm,9.5 KW(cold) at 146V DC,7.5 KW(Hot) at 146V DC.	SET	1	180
4	101524050 032	Magnetic Coil Assembly for ILMS #1&2 magnet size 1650Wx1650Lx700H mm,12.0 KW(cold) at 191V DC,9.3 KW(Hot) at 191V DC	Magnetic Coil Assembly for ILMS #1&2 magnet size 1650Wx1650Lx700H mm,12.0 KW(cold) at 191V DC,9.3 KW(Hot) at 191V DC	SET	1	180

NOTE\*\* - The UOM at everyplace to be read as "SET".

2.3 *Buyer Added Bid Specific ATC:*

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

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिंट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.