

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	06-06-2024 14:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	06-06-2024 14:30:00
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
Total Quantity/कुल मात्रा	8
Item Category/मद केटेगरी	Venturi with ceramic lined for Coal Mill HP-1103. , Venturi Collar with ceramic lined for Coal Mill HP-1103.
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	Venturi with ceramic lined for Coal Mill HP-1103.
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days

Bid Details/बिड विवरण	
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	PUNJAB NATIONAL BANK
EMD Amount/ईएमडी राशि	37345

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	PUNJAB NATIONAL BANK
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	20

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

(b). 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 :

Sr.General Manager
Damodar Valley Corporation, Contracts and Materials,3rd Floor,HQ,Kolkata, Ministry of Power
(Damodar Valley Corporation)

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Purchase Preference/एमआईआई खरीद वरीयता

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

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

3. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .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.

4. 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, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. 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. 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 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.

5. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :

Techno-commercial sheet - [1715838779.xlsx](#)

Venturi With Ceramic Lined For Coal Mill HP-1103. (4 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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	Basudeb Sheet	723133,Raghunathpur Thermal Power Station (RTPS)- DVC, Technical Building, Dumdumi, District- Purulia	4	150

Venturi Collar With Ceramic Lined For Coal Mill HP-1103. (4 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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	Basudeb Sheet	723133,Raghunathpur Thermal Power Station (RTPS)- DVC, Technical Building, Dumdumi, District- Purulia	4	150

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

1. Generic

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

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Bidder must ensure compliance of document attached in "Buyer Added Specific Bid Document" and accept all terms & conditions of bid.

Qualifying Requirements:-

A. TECHNICAL CREDENTIALS:

1. The bidder should have credentials of completed similar supply in 200 MW or above thermal power plant of Govt./Semi Govt/PSU or other reputed Private plants during last 7 years ending last day of month previous to the one in which offers are invited.

2. The bidder should have credentials of completed similar supply in 200 MW or above thermal power plant of Govt./Semi Govt/PSU or other reputed Private plants during last 7 years ending last day of month previous to the one in which offers are invited should be either of the following:

a. Three similar completed supplies each costing not less than the amount of Rs. 7,46,905.6/-

OR

b. Two similar completed supplies each costing not less than the amount of Rs. 9,33,632/-.

OR

c. One similar completed supply costing not less than the amount of Rs. 14,93,811.2/-.

* Completed Supply means : The executed/completed portion of purchase order means the executed/completed/delivered portion of LOA/Work Order/AMC/RC/PO, Payment receipt documents with ref. to LOA/WO No. /PO and date or execution certificate with executed value and referred order no. be also considered as a proof of execution/delivery even if the works/services/Purchase have not been completed in totality (subject to furnishing proof of executed/supplied value of works/services/Purchase in the form of certified copies of RA Bills/Invoice) or any relevant documents, which is sufficient to prove the works/services/Purchase completed/delivered.

* Similar Supply means : Supply of same or similar type of ceramic products as mentioned in tender of 200 MW or above Thermal Power Plant.

B. FINANCIAL CREDENTIALS:

Average annual turnover during last three financial years ending 31st March 2023 should be at least 30% of the total estimated cost i.e. Rs. 5,60,179/- The bidder must furnish the copies of balance sheet, annual Accounts report and the Annual Turnover Status duly certified by Chartered Accountant for the immediate three preceding financial years i.e. 2020-21, 2021-22 and 2022-23. In case where audited results for the preceding financial year are not available, certification of financial statement from a practicing chartered accountant with UDIN shall also be considered acceptable.

C. OTHER CREDENTIALS

a. Other Credentials: Exemption in eligibility criteria for start-up vendors /MSE vendors: The turn-over and p

past experiences conditions are not applicable for Start-Up or MSE entrepreneurs subject to meeting of quality and technical specifications. Eligibility of such sellers in terms of the Turnover /Past performance / Profitability etc. and also their eligibility for availing various benefits/advantages in terms of various Govt. Policies / Guidelines / acts /Laws etc. shall be determined solely on the basis of data fetched / validated or verified through external agency / owner of that set of databases such as Income tax/ PAN data base, MCA 21, Udyog Aadhaar, GSTN, NSIC, Certifying Agencies such as BIS, BEE etc. (i) Exemption in respect of "Past experience conditions" means exemption for clause.

A.2 only of Qualifying Requirements on Technical Credential. (ii) Exemption in respect of "Turnover" means exemption for clause B.1 only of Qualifying Requirements on Financial Credential.

b. Requirement to meet eligibility criteria for start-up/MSE vendor: Meeting of quality and technical specification means having documents like copy of Udyog Aadhaar /NSIC/ other statutory documents etc. with job description in line with "Similar Supply" defined under Qualifying Requirements on Technical Capability and submission of the same. Document in support of "Similar Supply" to be furnished.

c. Other Credentials: Relaxation in eligibility criteria for start-up /MSE shall be applicable as stated above under C.(a)(i) & C.(a)(ii) only. Any other clause for relaxation in eligibility criteria mentioned elsewhere in the NIT shall not be considered.

.....QR ended.....

Test certificate: Ceramic liner test certificate from CGCRI shall be submitted by vendor along with material supply.

1:1 interchangeability & fitment certificate are to be furnished during supply of finished product.

Guarantee/Warranty: 18 months from the date of delivery or 12 months from the date of commissioning whichever is earlier.

Technical Specification of ceramic tiles:

1. ALUMINA CONTENT : MIN 90 %
2. BULK DENSITY : 3.22-3.4 GM / CC Min. 3. HARDNESS : 9 ON MOH'S SCALE
4. WATER ABSORPTION (POROSITY) : LESS THAN 0.01% (NIL)
5. COMPRESSIVE STRENGTH : >7000 KG / SQ CM
6. TEMPERATURE RESISTANCE : 1200 DEGREE CELSIUS
7. ABRASION BY RUBBING : 0.1 GM (MAX)
8. JET EROSION (IMPINGEMENT) : 0.05 GM / 30 SEC.
9. COLOUR : WHITE
10. OPERATING TEMPERATURE : 700 DEGREE CELSIUS
11. THERMAL SHOCK : 400 Degree Celsius
12. FLEXURAL STRENGTH : >2,200 Kg/Cm² 13. CO-EFFICIENT OF THERMAL EXPANSION : (6-9) MICRON/DEG C.

For clarification regarding technical specification please contact: Sr. Manager (HR), Raghunathpur Thermal Power Station, DVC, Dumdumi, PO- Nildih, Purulia- 723133. Email: sumanta.mondal@dvc.gov.in>; @dvc.gov.in; pankajkumar@dvc.gov.in

For clarification regarding payment please contact: Sr. Manager (Finance), RTPS & DVC HQ. Email: rajasagar.singh@dvc.gov.in, shilpi.jaiswal@dvc.gov.in, anirban.paul@dvc.gov.in, sandip.mukherjee@dvc.gov.in.

LIST OF DOCUMENTS TO BE ENCLOSED WITH BID DOCUMENTS:

EMD (Not applicable in case of having valid MSME/NSIC certificate) -Mandatory with initial offer and should be present on opening of tender otherwise bid will be rejected straightway. Offline EMD documents in original must reach to address before opening of tender for acceptance of bid.

PAN

GST

Bank Detail

Techno-commercial sheet duly filled up

QAP acceptance (Format attached in ATC)

DVC GCC acceptance unconditionally

No Relation Certificate with DVC in letter head

BASIC INFORMATION Form

Acceptance of all terms & conditions

Letter of Bid

Form-A

Affidavit duly notarized in non-judicial stamp paper for genuineness of furnished data in offer

Certificate FOR COMPLIANCE OF GOI's ORDERS (Format attached in ATC)

Valid authorization certificate if required containing GeM bid no.

Specification of offered materials.

Power of Attorney or authorization of signatory who is signing the bid.

The bidder(s) are requested to kindly furnish all the filled up Proforma / forms in the following section, along with the company owner / proprietor / partner details such as email id, Contact no., Designation, Office address for our records. All the attached documents along with Buyers added ATC need to be furnished (Duly signed and stamped) by the participating bidders for acceptance of the same.

Any addendum/corrigendum/extension, if required, pertaining to this NIT will be hosted on Government e-Marketing (GeM) [URL: <https://gem.gov.in/>] only. Bidders are requested to visit website Government e-Marketing (GeM) [URL: <https://gem.gov.in/>] regularly for any addendum/corrigendum/extension till opening of tender. It will be assumed that the information contained therein will have been taken into account by the Bidder in their bid.

Bidders must positively submit their bids online on the Government e-Marketing (GeM) [URL: <https://gem.gov.in/>] and submit their bids online in GeM portal.

DVC shall not be responsible in any way for any delay/ difficulties/ inaccessibility of the downloading or uploading facility from the website for any reason whatsoever.

DVC reserves the right to reject any or all bids or cancel/ withdraw the Invitation for bids without assigning any reason whatsoever and in such case no bidder/intending bidder shall have any claim arising out of such action.

Tenderers will be solely responsible for the correctness/genuineness of the downloaded tender documents from the GeM Portal. If the offer submitted through the downloaded tender documents which are incomplete, or with changed contents, the offer will summarily be rejected.

Notwithstanding anything stated above, the owner reserves the right to request for any additional information and reserves the right to reject the tender of any bidder, if in the opinion of the owner, the qualification data/requested information is incomplete and/or the bidder is found not qualified to satisfactorily perform the job.

Bidders are advised to go through "Training Module in GeM", "GeM Terms & Condition", "GeM GTC" & "FAQ" links available on the login page of the GeM portal for guidelines, procedures & system requirements. In case of any technical difficulty, Bidders may contact the help desk numbers & email ids mentioned at the GeM portal.

All suits arising out of the enquiry and subsequent Work Order if any, are subject to the jurisdiction in the City of Kolkata only.

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COST OF BIDDING:

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

CLARIFICATION ON BIDDING DOCUMENTS:

A prospective bidder requiring any clarification to the bidding documents may notify DVC only through GeM Platform or e-mail to the officers specially assigned for receiving queries as mentioned above in the NIT up to the last date for submission of bids. The Employer will respond through website to any request for clarification of the bidding documents.

Further, any modifications of the Bidding Documents/NIT which may become necessary as a result of the discussion shall be made by DVC exclusively through an amendment to the bidding documents only, which will be uploaded in the GeM website.

The Bidder is advised to visit and examine the site where the facilities are to be installed and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for supply and installation of the facilities. The costs of visiting the site shall be borne by the bidder fully.

The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

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AMENDMENT TO BIDDING DOCUMENTS:

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At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents after due approval of Tender Inviting Authority.

The amendment will be notified only at <https://gem.gov.in/> and will be binding on them. It will be assumed that the information contained therein will have been taken into account by the Bidder in its bid.

In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, the Employer may, at its discretion, extend the deadline for the requesting/ downloading/ submission/ uploading of bids

SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE/e-PBG:

(a) To ensure due performance of the contract, the Supplier receiving the LOA/Purchase Order is required to furnish the required performance security, in the prescribed form by the specified date as mentioned here.

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

(c) Submission of Performance Security is not necessary for a contract value up to Rupees 5(Five) lacs.

(d) Performance security may be furnished in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit receipt of 3% ordered value from a commercial bank, Bank Guarantee (including e-bank guarantee) issued /confirmed from any of the commercial bank in India or Online payment in an acceptable form, safeguarding DVC's interest in all respects.

(e) Performance security is to be furnished by a specified date [generally 21 days after issuance of LOA for Works Contract or generally 14 days after issuance of PO/LOA for Goods/Services Contract] and it should remain valid for the entire Guarantee/Warranty period plus 60 (sixty) days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period (DLP)/ warranty period as applicable.

(f) In case the contractor fails to submit the performance security within 30 days of the date of issuance of LOA/PO, DVC without prejudice to any other rights or remedies it may possess under the contract, may forfeit the bid security (wherever applicable) and shall short close the Contract and retender and in this retender such defaulting bidder will not be allowed to participate.

(g) Performance security should be refunded to the contractor without interest after he duly performs and completes all obligations under the contract but not later than a specified date ["365 days for Works Contract" or "60 days for Goods/Services Contract"] of completion of the Defect Liability Period (DLP) / Warranty Period as applicable.

(h) The performance security will be forfeited and credited to DVCs account in the event of a breach of contract by the contractor /supplier/Service provider

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

Other terms & condition of Security Deposit-Cum-Performance Guarantee as notwithstanding in tender document shall be as per GeM GTC & DVC GCC and Policy for withholding and Banning of Business Dealings of this NIT.

DETAILS OF OUR BANKER:

Account Number	0082250010682
Account Name	Damodar Valley Corporation
Account Type	Cash credit
Branch Code	008220
Address	P-41, CIT Road, Scheme VII M, Kankurgachi,Kolkata - 700054
Phone No.	033-23550160/23558852
Branch IFSC	PUNB0008220
MICR Code	700024261
SWIFT Code	PUNBINBCCCH

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Confirmation of Bank Guarantee shall be issued on the SFMS (Structured Financial Messaging System) mode by Issuing Bank to our bank as mentioned above.

“No Bank Guarantee shall be accepted for EMD amount up to Rs. 50,000/-. However, EMD exceeding Rs. 50,000/- may be accepted in any of the above forms”.

The intending Bidder are advised to take care that EMD is correctly drawn and reaches before the tender opening as detailed in the NIT and any relaxation in this regard will not be allowed and their bids shall be rejected outrightly.

In the event of submission of BG in lieu of Earnest Money, the B.G. shall not be accepted and bid may be rejected if: (a) The name of the NIT mentioned in the BG is different from the NIT for which bids have been invited. (b)The firm/proprietor, on whose behalf the bank guarantee has been furnished, is different from the bidder. (c) The Bank Guarantee is not of the prescribed value. (d) The validity of the Bank Guarantee is less than the stipulated period.

In addition to the above, other points to be noted and followed strictly for the purpose of the execution of the BG as stipulated under the instruction of submission of BG.

No tender will be considered as valid without acceptance of Earnest Money Deposit If applicable.

Note: - The Bank Guarantee to be prepared on non-judicial stamp paper of appropriate value which vary from state to state and time to time. It has to be verified from the bank.

Bidders are requested to download documents from hyperlink given in Buyer uploaded ATC document under “Buyer Added Bid Specific Additional Terms and Conditions”.

PERMANENT EARNEST MONEY DEPOSIT: The Tenderer may deposit with the Corporation, permanent EMD of rupees three lakhs only (Rs. 3,00,000) in the form DD/Pay order/banker cheque Draft in favour of Damodar Valley Corporation payable at Kolkata in INR or BG for a period of three years constituting the same sum as security for the compliance with the obligation undertaken in the tenders involving estimated cost up to Rs.1 crore irrespective no. of tender. No interest shall be payable on such deposit amount. Tenderer shall be entitled to submit offers and to have them considered without payment of EMD with each tender separately. An exemption certificate shall be issued to such vendors, and they need to furnish reference of this certificate along with tender document and also superscribe the reference on the envelope so that offers are accepted for opening. Permanent EMD deposited by vendors/suppliers shall be forfeited in case they -

i) Revoke the tender or increase the rates after opening the tender but during the validity period of their offers

or

ii) Refuse to accept the order/contract issued as per their offer or subsequent mutual agreements.

iii) Do not execute the orders.

Permanent EMD can be refunded if so desired by vendors, in which case they shall be required to deposit requisite EMD with each tender.

FORFEITURE OF EMD: The EMD may be forfeited if:

a) For failure of tenderers to accept the order / LOI / LOA placed within the validity period of their offer.

b) Any bidder withdraws/varies his offer within the bid validity period before finalization of the tender.

c) If the bidder does not accept the arithmetical correction of its bid price.

d) For failure to submit security cum performance BG within 30 days from the last day of the specified time limit as stipulated in the PO/LOI/LOA.

e) If the acceptance of order is not received within the stipulated period.

f) If the Bidder does not withdraw any deviation listed in Statement of Deviations at the cost of withdrawal indicated by him.

g) If the Bidder refuse to withdraw, without any cost to the Owner, any deviation not listed in Statement of Deviations but found elsewhere in the Bid.

h) On providing false or incorrect information in respect of qualifying requirement etc.

i) In case the L1 bidder for any item 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 L1 bidder on-line is found to be false during verification of documents.

j) Permanent EMD deposited by vendors/suppliers shall be forfeited in case they -

a) Revoke the tender or increase the rates after opening the tender but during the validity period of their offers

or

- b) Refuse to accept the order/contract issued as per their offer or subsequent mutual agreements.
- c) Do not execute the orders.

Permanent EMD can be refunded if so desired by vendors, in which case they shall be required to deposit requisite EMD with each tender.

REFUND OF EMD

The earnest money would be refunded to the unsuccessful tenderers within 15 days of finalization of the tender. Earnest Money will be returned to the successful tenderer after receipt of SDBG as per terms mentioned in the Purchase/Work order. No interest would be paid against the EM deposits.

Exemption from EMD

The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. **Traders are excluded from the purview of this Policy.**

Micro and Small Enterprises registered with any National Small Industries Corporation(NSIC) / Khadi & Village Industries Commission/District Industries Centre/ Khadi & Village Industries Board/Coir Board/ Directorate of Handicrafts and Handloom or any other Body specified by Ministry of Micro small and Medium Industries, MSEs registered under **UDYAM** shall be exempted from EMD **(if applicable as per GeM GTC)** subject to submission/uploading of scan copy of the documentary evidence like valid Registration Certificate from Appropriate Govt. Authority on GeM portal and also furnish the copy of the uploaded documents in a separate envelope superscribing "MSME/NSIC CERTIFICATE" to the office of Sr. General manager(C&M), HQ, Kolkata,, DVC before the date and time set for bid submission (uploading).

The above envelopes i.e. "BID SECURITY/EMD" OR "MSME/NSIC CERTIFICATE" (as applicable) should be sealed in an outer envelope superscribing on it, the GeM Bid No. and due date of opening.

In case the Bidder is a Joint Venture / Consortium, "all the members of Joint Venture / Consortium" or "the Joint Venture Company itself" should be registered with such authority for seeking such exemption.

Similarly, if the bidder is allowed to participate with an associate where the financial or the technical capability is fully met by the associate, then both the bidder and its associate should be registered with such authority for seeking such exemption of Cost of Tender Documents & Bid Security /EMD.

However, where the bidder is allowed to participate with an associate where only a part of the technical capability is met by the associate, then the bidder should be registered with such authority for seeking such exemption.

MSEs seeking such exemption must upload scanned copies of valid registration certificate from MSME/ NSIC in the GeM Portal.

Note: Please Submit Hard Copy of EMD document in envelope superscribing GEM BID No. to the office of Sr. General manager, 3rd Floor, DVC – Tower, VIP Road Kolkata WB -700054 before the bid opening date of the

nder OR upload valid MSME/NSIC registration certificate in support of exemption of EMD (if applicable) If the instrument for EMD or copy of Valid NSIC/ Valid MSME registration certificate from appropriate Govt. authority submitted/uploaded against the offer is found not in line with the enquiry, the offer will be treated as non-responsive and will be liable for rejection.

(2). VERIFICATION OF EMD

(a) Envelope with EMD or hard copy of Valid NSIC/ Valid MSME registration certificate (self-authenticated) from appropriate Govt. authority 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 EMD or hard copy of Valid NSIC/ Valid MSME registration certificate (self-authenticated) from appropriate Govt. authority will be made. If the instrument for EMD or hard copy of Valid NSIC/ Valid MSME registration certificate (self-authenticated) from appropriate Govt. authority submitted against the offer is found not in line with the enquiry, the offer will be treated as non-responsive.

PRICE BASIS: FOR/Ex-works RTPS, DVC.

PRICE 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. Offers should invariably be kept open for acceptance for 90 days from the date of opening of the tender.

REDIRECTION OF TENDER ENQUIRY: Tender Enquiry redirected by the manufacturer to his authorized Distributor/dealer may be given cognisance provided necessary supporting documents (like up-to-date price list published by the manufacturer, manufacturer's guarantee for quality, delivery time etc.) is enclosed with the offer. Such authorization will be accepted during submission of initial offer only

PAYMENT TERM: 100% Payment along with full taxes & duties will normally be made within fifteen (15) working days from the date of receipt of materials at site, inspection & acceptance thereof or from date of receipt of invoice whichever is later subject to submission and acceptance of Security Deposit cum Performance Bank Guarantee (as per DVC format), if applicable.

All payments to the vendor(s) will be released through RTGS/NEFT only.

TAXES AND DUTIES: Taxes and duties will be inclusive of quoted prices.

LD CLAUSE: If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.

RISK PURCHASE CLAUSE:

The Purchaser/Owner 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 Contractor/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 Contractor/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/ email, clearly indicating

that if he fails to deliver the materials/ complete the work within specified period as per condition of contract after receipt of the letter/email, the same shall be outsourced/executed from other sources at the risk and cost of the vendor/Contractor. Such letter is to be issued with approval of TAA (Tender Acceptance Authority). However, in case TAA is DVC Board or Chairman, approval of concerned member shall follow 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/Contractor.

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 (Tender Acceptance Authority). However, in case TAA is DVC Board or Chairman, approval of concerned member shall follow by concurrence of Member Finance shall be obtained.

viii) Alternatively, the Purchaser/ Owner may short close the Order stating the reason for not resorting to risk purchase clause in case of exigency with the approval of TAA (Tender Acceptance Authority). However, in case TAA is DVC Board or Chairman, approval of concerned member shall follow 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 repurchase 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.

INSPECTION: Goods supplied will always be subject to our inspection on arrival at the destination. The supplier will be held responsible for the stores not being sufficiently and properly packed at his expenses for transport by to be quoted by the Bidder; so as to ensure them being free from loss or injury at their destination. In accepting the order, you are understood to accept to all responsibilities for any infringement in registered design, trademark, patent rights etc.

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. Goods are to be delivered at consignee's store.

FORCE MAJEURE: It will be guided as per GeM GTC and Clause No. 16 of GCC 2022.

LIMITATIONS OF LIABILITY: Except in cases of Criminal Negligence or willful misconduct, the Bidder 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 Bidder to pay liquidated damages to the Employer AND The aggregate liability of the Bidder 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 Bidder to indemnify the Employer with respect to patent infringement, copyright, workman compensation.

SETTLEMENT OF DISPUTES & ARBITRATION: Settlement of disputes shall be as per Clause No. 20 of Optional terms & conditions of GCC. GCC shall be as per W&P Manual 2022.

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REQUIRED DOCUMENTS FOR MATERIALS:

Guarantee/Warranty Certificate: Guarantee/Warranty Certificate for all the items are to be submitted along with supply.

DELIVERY POINT: DVC RTPS Store.

DVC GENERAL CONDITIONS OF CONTRACT (GCC) & GeM GTC: The terms and conditions not mentioned herein shall be as per DVC GCC and GeM GTC as applicable. For DVC GCC, please visit https://www.dvc.gov.in/cms-web/general_conditions_Contract and for GeM GTC, please visit www.gem.gov.in. If any contradiction arises between the conditions mentioned in GeM GTC & DVC GCC, the former shall prevail.

PUBLIC PROCUREMENT CLAUSE: 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.- P45021/2/2017 -B.E.-II dated 15.06.2017 as amended by Order No.- P-45021/2/2017-B.E.-II dated 28.05.2018 and Order No.- P- 45021/2/2017-B.E.-II dated 29.05.2019 and finally revised on 04.06.2020 is applicable for the subject procurement.

PURCHASE PREFERENCE: All the small manufacturing & NSIC registered firms quoting rates within +15 % of the L1 offer may be offered up to 25% of the tendered quantity provided that they are willing to match the price of L1. In case more than one MSME tenderer falls within this purview, the total quantity of 25% may be split amongst them proportionately. They should also meet qualification criteria specified in the tender documents. A further 4% within this 25% will be reserved for MSME firms owned by SC/ST entrepreneur.

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

ACCEPTANCE OF PO: On issuance of contract, the contractor shall acknowledge receipt and convey his acceptance by returning the duplicate copy of this Work Order duly signed with company seal and date within 10 days to the Work Order Issuing Authority and if the acknowledgment is not received in 10 days it shall be presumed that the contractor (L1 bidder) has accepted the complete Contract.

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 Processing of Bill for Vendor Bill Tracking are available in the DVC portal under PROCUREMENT.

VERIFICATION OF 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 online for techno-commercial evaluation & compliance thereof. Tenders will be processed on the basis of scan copy of the documents submitted by the bidders.

L1 Bidder/s (Based on the information/declaration furnished by them online) shall have 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 on-line, for verification within 10 days from issuance of letter in case of domestic tenders and 15 days in case of global tenders from the date of notification by DVC. No additional time will be allowed to the L1 Bidder for producing the required documents. 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 following action will be taken: The defaulting such L1 bidder will be liable with forfeiture of EMD with caution letter to refrain in future and in event of 2nd instances EMD will be forfeited and banning of L1 bidder for one year from participating in future tenders.

INTRASTATE E-WAY BILL: As per latest Government Notification no 13/2018 -C.T/GST dtd 06/06/18 for movement of Goods (more than Rs 1 Lakh) within W.B intrastate e-way bill is required.

FIELD QUALITY PLAN (FQP) / QUALITY ASSURANCE PLAN (QAP): Vendor should adhere to the FQP/QAP format as attached. Kindly accept, sign, stamp and send along with offer.

COMMUNICATION DETAILS: - The names and designation along with e-mail address of two officers specially assigned for receiving (i) Envelope -1 (Hardcopy documents) (offline), (ii) future correspondence and (iii) the hard copies (offline) of the supporting documents as asked in the NIT, are mentioned below:

PRABIR KUMAR SIKDAR, Sr. Manager (E), C&M deptt., DVC Towers, Kolkata-54. Mobile No. 9431913345; E-mail id: prabir.sikdar@dvc.gov.in

Shri Aditya Kumar, Manager (C&I), C&M deptt., 3rd Floor, DVC Towers, Kolkata-54. Mobile No. 7001541711; E-mail id: aditya.kumar@dvc.gov.in.

Address for communication:

The Sr General Manager,
C&M Department, 3rd Floor,
Damodar Valley Corporation,
DVC Towers, VIP Road, Kolkata,
West Bengal, Pin: 700054, India,

3. Buyer Added Bid Specific ATC

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

Disclaimer/अस्वीकरण

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

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

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

[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 कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---