

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	07-06-2024 10:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	07-06-2024 10:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (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	4680
Item Category/मद केटेगरी	Battery Cover Lid YKP11 125AH Lead Acid Cell , POSITIVE STRAP Type YKP11 125AH , Separator Type YKP11 125AH , Lead coated nut and bolt YAP 11 , NEGATIVE STRAP Type YKP11 125AH , Rubber Grommet Type YKP11 125AH , Positive Plate YKP11 125AH , Lead Burning Stick for Exide Battery , Battery Container YKP11 125AH Lead Acid Cell , Electrolyte SPG 1220
BOQ Title/बीओक्यू शीर्षक	Procurement of spares of Exide make 220 Volt battery bank of Intakewell Pump House
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (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	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	Positive Plate YKP11 125AH

Bid Details/बिड विवरण	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Estimated Bid Value/अनुमानित बिड मूल्य	1015500
Evaluation Method/मूल्यांकन पद्धति	Item wise evaluation/

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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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).	24

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

DAMODAR VALLEY CORPORATION

Damodar Valley Corporation, Contracts and Materials, Damodar Valley Corporation, Ministry of Power C&M Department, 3rd Floor, DVC Tower VIP Road Kolkata 700054
(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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. 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.

2. 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.

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.

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

BOQ & PRICE BID FORMAT - [1715862887.xlsx](#)

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
29-05-2024 11:00:00	C&M Department, 3rd Floor, DVC Tower, VIP Road Kolkata 700054

Evaluation Method (Item Wise Evaluation Method)

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules	Estimated Value	Item/Category	Quantity
Schedule 1	1750	Battery Cover Lid Ykp11 125ah Lead Acid Cell	5
Schedule 2	22500	Positive Strap Type Ykp11 125ah	25
Schedule 3	99000	Separator Type Ykp11 125ah	2200

Schedule 4	2500	Lead Coated Nut And Bolt Yap 11	100
Schedule 5	22500	Negative Strap Type Ykp11 125ah	25
Schedule 6	5500	Rubber Grommet Type Ykp11 125ah	220
Schedule 7	780000	Positive Plate Ykp11 125ah	650
Schedule 8	25000	Lead Burning Stick For Exide Battery	50
Schedule 9	7750	Battery Container Ykp11 125ah Lead Acid Cell	5
Schedule 10	49000	Electrolyte Spg 1220	1400

Battery Cover Lid YKP11 125AH Lead Acid Cell

(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

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	PRAHLAD KUMAR DAS	825421,KTPS Store, Damodar Valley Corporation (KTPS), Koderma Jharkhand	5	120

POSITIVE STRAP Type YKP11 125AH

(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)

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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	PRAHLAD KUMAR DAS	825421,KTPS Store, Damodar Valley Corporation (KTPS), Koderma Jharkhand	25	120

Separator Type YKP11 125AH

(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)

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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	PRAHLAD KUMAR DAS	825421,KTPS Store, Damodar Valley Corporation (KTPS), Koderma Jharkhand	2200	120

Lead Coated Nut And Bolt YAP 11

(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)

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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	PRAHLAD KUMAR DAS	825421,KTPS Store, Damodar Valley Corporation (KTPS), Koderma Jharkhand	100	120

NEGATIVE STRAP Type YKP11 125AH

(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)

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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	PRAHLAD KUMAR DAS	825421,KTPS Store, Damodar Valley Corporation (KTPS), Koderma Jharkhand	25	120

Rubber Grommet Type YKP11 125AH

(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)

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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	PRAHLAD KUMAR DAS	825421,KTPS Store, Damodar Valley Corporation (KTPS), Koderma Jharkhand	220	120

Positive Plate YKP11 125AH

(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)

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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	PRAHLAD KUMAR DAS	825421,KTPS Store, Damodar Valley Corporation (KTPS), Koderma Jharkhand	650	120

Lead Burning Stick For Exide Battery

(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)

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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	PRAHLAD KUMAR DAS	825421,KTPS Store, Damodar Valley Corporation (KTPS), Koderma Jharkhand	50	120

Battery Container YKP11 125AH Lead Acid Cell

(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)

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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	PRAHLAD KUMAR DAS	825421,KTPS Store, Damodar Valley Corporation (KTPS), Koderma Jharkhand	5	120

Electrolyte SPG 1220

(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)

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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	PRAHLAD KUMAR DAS	825421,KTPS Store, Damodar Valley Corporation (KTPS), Koderma Jharkhand	1400	120

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

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

TECHNO-COMMERCIAL TERMS AND CONDITIONS: -

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Name of Procurement: - Procurement of spares of Exide make 220 Volt battery bank of Intake well Pump House, KTPS through OEM i.e. M/s, Exide Industries Ltd.

NOTE: - Offer/Quotation of OEM/PAC bidder or BID specific authorised distributor of "M/s. Exide Industries Limited, Regional Sales Office 6A, Hatibagan Road, Entally Kolkata -700 014, KOLKATA, Pincode: 700014 , the OEM" shall only be accepted. Other than OEM/PAC bidder & bid specific authorised distributors of "M/s Exide Industries Limited, Regional Sales Office 6A, Hatibagan Road, Entally Kolkata -700 014, KOLKATA, Pincode: 700014, the OEM" shall be outrightly rejected.

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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.

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8. PAYMENT TERMS- 100% payment will be released within ten (10) days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills.

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): 120 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 18 months from the date of delivery or 12 months from the date of commissioning whichever is earlier.** 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 res

orted 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 Railway 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 **3%** 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 **24 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 Chief Engineer (C&M), Damodar Valley Corporation, Contracts & Materials Department, 3rd Floor, DVC Towers, VIP Road, Kolkata-700054**. 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 Damodar Valley Corporation: - PUNJAB NATIONAL BANK, New Manicktala, Kolkata. Account No.: 82250010682, IFSC Code: PUNB0008220.

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.

chedule. 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.

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RISK PURCHASE CLAUSE:

The Purchaser reserves the right to purchase the material/spares/ equipment/service & works 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, services and works contract. Procedure will be followed as per adopted procedures of DVC.

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

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 GCC, please visit "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) Copy of valid PAN and GST Registration Certificate.
- (ii) Mention the HSN Code of all the materials & tasks.
- (iii) Valid UDYAM certificate issued by MSME/NSIC, if applicable.
- (iv) Declaration of Local content under Make In India (MII) for class-I/Class-II supplier from OEM along with place of value addition, if applicable.
- (v) No price escalation will be entertained.
- (vi) 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 Exide Industries Limited, Regional Sales Office 6A, Hatibagan Road, Entally Kolkata -700 014, KOLKATA, Pincode: 700014

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

(a) Guarantee & warranty certificate: The bidder should have to submit the Guarantee & warranty certificate along with the supply of all the materials.

(b) Fitment & Interchangeability Certificate - The bidder should have to submit the **Fitment & Interchangeability 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.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 certificate (self-authenticated) from **OEM with details of place of local value addition, if applicable.**

(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 superscribed NSIC/MS

ME to the office of **The Superintending Engineer (C&M), Damodar Valley Corporation, Contracts & Materials Department, 3rd Floor, DVC Towers, VIP Road, Kolkata-700054** and scan copy of same shall be uploaded on GeM Portal, if applicable.

(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 The SUPERINTENDING ENGINEER(C&M), DVC HQ, Kolkata.

(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 The SUPERINTENDING ENGINEER(C&M), DVC HQ, Kolkata.

(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 The SUPERINTENDING ENGINEER(C&M), DVC HQ, Kolkata.

(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: PUNJAB NATIONAL BANK, New Manicktala, Kolkata. Account No.: 82250010682, IFSC Code: PUNB0008220.

(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 instances 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- 2016. GCC, 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/STRC/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: -

(i) **Shri Ashok Kumar Singh**, SE(C&M), Purchase & Contracts, KTPS, DVC, 3rd Floor, HQ, DVC Tower, Kolkata, West Bengal - 700054, Mob: 6203553883, e-mail: ashoksingh@dvc.gov.in

(ii) **Shri Prabhakar Kr Suman**, SDE(E), C&M, Purchase & Contracts, 3rd Floor, DVC-Tower, Kolkata, West Bengal, Mob: 7992363640, email: prabhakar.suman@dvc.gov.in

(xv) Check List (FOR SUBMISSION/UPLOADING OF DOCUMENTS) / LIST OF FORMATS: -

I	FORMAT FOR TECHNO-COMMERCIAL SHEET (Annexure-A)
II	GST Registration Certificate.
III	Copy of PAN
IV	Letter of BID
V	Certificate on Bidder's Letter Head
VI	Bank Mandate
VII	Any other documents specified in tender document.

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2. 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 कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---