

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	12-05-2025 12:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	12-05-2025 12:30:00
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
क्रेता ईमेल/Buyer Email	ranjitdas.dvc@nic.in
Total Quantity/कुल मात्रा	4
Item Category/मद केटेगरी	CONTROL VALVE W/O ACTUATOR & ACCESSORIES, MODEL-VSN-HT-VA 3D, SIZE-6" , CONTROL VALVE W/O ACTUATOR & ACCESSORIES MODEL-VSC-VA 2D , CONTROL VALVE W/O ACTUATOR & ACCESSORIES MODEL-VSC-VA 3D, SIZE-6" , , CONTROL VALVE W/O ACTUATOR & ACCESSORIES MODEL-VSC VA SIZE-3" ,
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	CONTROL VALVE W/O ACTUATOR & ACCESSORIES MODEL-VSC VA SIZE-3", RATING-ANSI 600 BW AS PER SL NO:3312238 &3312236
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Control Valve Pneumatic
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

Bid Details/बिड विवरण	
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
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Single Packet Bid
Primary product category	CONTROL VALVE W/O ACTUATOR & ACCESSORIES, MODEL-VSN-HT-VA 3D, SIZE-6"
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	PUNJAB NATIONAL BANK
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	29

(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

Address: Contracts and Materials, Damodar Valley Corporation, Ministry of Power. DVC Towers, Kolkata-700054.
(Damodar Valley Corporation)

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 will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

CONTROL VALVE W/O ACTUATOR & ACCESSORIES, MODEL-VSN-HT-VA 3D, SIZE-6" (1 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/कमशः 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	Chanchal Kumar Paul	713321,Central Stores, DVC-DSTPS, Andal- 713321, West Bengal	1	270

CONTROL VALVE W/O ACTUATOR & ACCESSORIES MODEL-VSC-VA 2D (1 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	Chanchal Kumar Paul	713321,Central Stores, DVC-DSTPS, Andal- 713321, West Bengal	1	270

CONTROL VALVE W/O ACTUATOR & ACCESSORIES MODEL-VSC-VA 3D, SIZE-6" , (1 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	Chanchal Kumar Paul	713321,Central Stores, DVC-DSTPS, Andal- 713321, West Bengal	1	270

CONTROL VALVE W/O ACTUATOR & ACCESSORIES MODEL-VSC VA SIZE-3" , (1 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	Chanchal Kumar Paul	713321,Central Stores, DVC-DSTPS, Andal- 713321, West Bengal	1	270

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

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Buyer Added Bid Specific ATC

ADDITIONAL TERMS & CONDITIONS: - (ATC)

Subject: Procurement of Spares of IL make valves for TG & Aux., DSTPS, DVC.

Mode of Tendering: THROUGH SINGLE TENDER ENQUIRY on OEM BASIS.

This tender is being processed on **Single Tender (OEM)** basis with approval of competent authority. The bid will be considered only if it has been submitted by the OEM vendor i.e. **M/s INSTRUMENTATION LIMITED , KANJIKODE WEST, PALAKKAD, KERALA-678623**, or it's **bid specific single authorized vendor**

Bid submitted by other than OEM or its bid specific authorized vendor will not be accepted.

- 1) **PRICE BASIS:** The rates quoted by the bidder must be Firm till execution of the contract and on FOR-Destination Basis and inclusive of applicable Taxes & duties. However, specific quantum of Taxes, F&I charges (if any) to be spelt out clearly.
- 2) **PAYMENT TERMS:** 100% payment along with full taxes duties will be released within ten (10) days on receipt of materials in good condition and after inspection & acceptance at consignee's address and issuance of CRAC, subject to submission and acceptance of SDBG/ePBG (if applicable).

Note:

- No Payment will be made without acceptance of SDBG (if applicable).
- Statutory taxes, whichever is applicable, will be deducted from the bills.
- GST will be applicable as GOI rule.
- Materials to be received at the respective consignee's end and Bill & Payment has to be processed from respective Accounts of consignee station.
- **Part payment Part Supply**-Part payment against part supply is acceptable

For DVC Stations at West Bengal (DTPS, MTPS, DSTPS & RTPS) GST no. shall be **19AABCD0541M1ZO**.

- 3) **DELIVERY OF MATERIAL: As mentioned in the GeM BID**, from the date of Issuance of Purchase Order.
- 4) **DESPATCH OF MATERIAL:** The materials are to be delivered to the consignee's store, DSTPS at the own cost & arrangement of the supplier.
- 5) **CONSIGNEE: The Sr. Manager (M), Stores, DSTPS, DVC, Andal, Paschim Bardhaman, Pin-713321. (W.B.).**
- 6) **INSPECTION/CHECKING/TESTING:** All materials to be manufactured/ supplied by you against this enquiry shall be accepted subject to final inspection/check/test by the purchaser or his authorized representative after arrival at site as per clause mentioned under terms & conditions of the specification sheet. If upon delivery, the material does not meet the specifications the material shall be rejected, and you will be intimated for replacement. In such cases all expenses including to-and-fro freight, repacking charges etc., if required shall be to your account.
- 7) **REMOVAL OF REJECTED GOODS AND REPLACEMENT:**

- I. If upon delivery to consignee's go-down, whether inspected and approved earlier or otherwise, the material / equipment is not found in conformity with the Specifications, the same shall be rejected by the Purchaser or his duly authorized representative and notification to this effect will be issued to the Vendor normally within 30 days from the date of Receipt of the material at the Works / Site / consignee's end. The Vendor on receipt of notification shall arrange removal of the rejected items within 15 days from the date of notification at his own cost. In the event the Vendor fails to lift the materials within the said 15 days, the consignee or his authorized representatives without any further notice or information to the vendor, shall be at liberty to dispose of such rejected items in any manner as he may think fit. All expenses shall be recoverable from the Vendor.
 - II. In the event, the equipment and materials or any portion thereof are damaged or lost during transit, the consignee or his authorized representatives shall give notice to the Supplier/vendor detailing the particulars of such equipment & materials damaged or lost during transit. The replacement of such equipment and materials to be effected by the supplier / vendor free of costs including handling and transportation charges upto site, within a reasonable time.
- 8) **GRAFTS / COMMISSION:** Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Supplier or his partner, agent officers, direct or, employee or servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other Contract with the Owner, shall in addition to any criminal liability which it may incur, subject the Supplier to the cancellation of this and all other Contracts and also to pay for any loss or damage to the Owner resulting from such cancellation. The Owner shall then be entitled to deduct the amount so payable from any money otherwise due to supplier.
- 9) **GUARANTEE/WARRANTY:** - The bidder shall guarantee that all material supplied under the supply order/contract shall conform to the DVC's requirements and specifications. Guarantee period of the materials will be 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 by the consignee. The bidder shall agree to replace any material, which has been proved defective or fails to conform to the desired specifications free of cost and risk to the DVC within the Guarantee Period. The guarantee period for such replaced material shall be the same as that of materials specified earlier.
- If the successful bidder is authorized dealer/agent of the manufacturer, then they shall have to arrange the 'Guarantee Certificate' of the materials from their respective manufacturer and the same has to be produced along with each bill / invoice for payment action.
- 10) **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/Air/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 app

roval 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.

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

In accepting the order, you are understood to accept all responsibilities for any infringement in registered design, trademark, patent rights etc.

- 11) **TRANSIT INSURANCE:** The items to be supplied have to be mandatory covered by DVC's Open Insurance Policy during transit from vendors works / site / godown upto the consignee's respective project/formation/ store.

11)

- 12) **SUB-LETTING:** The vendor **shall not sublet** any part of the contract to any other vendor/agency without the prior written consent of the owner. Such assignments or subletting or transfer shall not relieve the vendor from any obligation, duty, and responsibility under this contract. Any assignment, transfer subletting without the prior approval of the owner shall be void. The owner shall have the right to cancel the order/contract and get the services from elsewhere and the vendor shall be liable to the owner for any loss or damage which the owner may sustain in consequence or arising out of such contract and the vendor shall indemnify such loss or damage to the owner.

- 13) **FORCE MAJEURE:** It will be guided as per DVC GCC (attached in GeM bid & also available in http://www.dvc.gov.in/dvcwebsite_new1/conditions-of-contract/).

- 14) **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.

- 15) **LD CLAUSE:** As per GeM GTC- 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 del

ayed quantity without any controversy/dispute of any sort whatsoever.

- 16) **SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE:** To ensure due performance of the contract, the Supplier/Contractor/ Service Provider receiving the LOA/PO/Work Order is required to furnish the required performance security, in the prescribed form by the specified date. ["generally 14 days after issuance of PO/LOA for Goods/Services Contract"] and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period (DLP)/ warranty period, as applicable.

Performance security should be for an amount of **Three (03) percent** of the value of the GeM contract in the form of Bank Guarantee (as per GeM format).

Performance security may be furnished in the form of **Insurance Surety Bonds/ account payee demand draft/ fixed deposit receipt from a commercial bank(Lien to Damodar Valley Corporation)/ 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.

The Performance security submitted in the form of Bank Guarantee should be for a period of **29 Months** [i.e. Guarantee/Warranty period (18 months) + Delivery Period (09 Months)+Claim Period (02 months)] from the date of issuance of the BG.

No payment whatsoever will be made till the acceptance of security deposit as the case may be as per the terms of the contract.

The earnest money / EMD, wherever applicable, instead of being released may form part of the security deposit.

After issuance of LOA/PO/Work Order, If required, notice shall be issued to the Contractor in the event of any delay in submission of the Performance security. Also, if need be, the submitted EMD can be invoked/forfeited as per terms of the Contract.

In case the Contractor fails to submit the performance security within 30 days of the date of issuance of LOA/PO/Work Order, 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 re-tender such defaulting Bidder will not be allowed to participate.

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.

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 acknowledgement should be provided by the contractor after release of bank guarantee.

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.

Note for procurement of Consultancy & Other Services:

If the Service Provider fail to submit a performance security before the deadline defined in the Tender document, they will be suspended for the period of time specified in the tender document (maximum up to 2 years) from being eligible to submit Bids / proposals for contracts with DVC.

The said BG/BG Ext. shall be issued on the SFMS (Structured Financial Messaging System) mode by Issuing Bank to DVC advisory Bank with BG advising message - 760COV. Details of DVC-HQ advising Bank are:-

DVC Head Quarter, Kolkata

PUNJAB NATIONAL BANK

Manicktala Branch, Kolkata

A/c no. 82250010682

IFSC code PUNB0008220.

Note: BG/BG Ext. advice will be accepted only on receipt of SFMS confirmation email from the respective Advising banks.

e-Performance Bank Guarantee(e-PBG) : This must be issued from any Nationalized/Scheduled Commercial Bank approved by Reserve Bank of India through the NeSL portal as per format given in bid documents and a soft copy share to Contract & Material department, DVC for further processing. Necessary details for issuance of e-performance Bank Guarantee:

1. Entity Name - DAMODAR VALLEY CORPORATION
2. Entity e-mail ID - sanjay.singh@dvc.gov.in, ankur.munda@dvc.gov.in
3. Beneficiary Phone No - 7857903172, 9471712635
4. Beneficiary PAN - AABCD0541M
5. Beneficiary UIN Number - AABCD0541M

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

17) RISK PURCHASE CLAUSE: The Employer reserves the right to purchase the material / spares/ equipment /service & works from elsewhere at the sole risk and cost of the Contractor and recover all such extra cost incurred by the Employer in procuring the material, service and works. The procedure to be followed is given below: -

- a) After the expiry of the specified date of delivery / completion period, if the Contractor fails to deliver the materials/ complete the work a notice will be given to the Contractor for delivering the material/ complete the work immediately.
- b) If the Contractor fails to deliver the material/complete the work, a final risk and cost notice will be served to the Contractor by registered post with A/D, clearly indicating that if he fails to deliver the materials/ complete the work within 7 days of the receipt of the letter, the same shall be outsourced from other sources at the risk and cost of the Contractor.
- c) The existing order has to be closed and action will be initiated by the Employer for procurement / completion of work & services of the balance items/ portion. While taking such action the defaulting Contractor may be given an opportunity against fresh enquiry/limited tender.
- d) 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 Contractor.
- e) For the purpose of recovery of the amount, unpaid amount / security deposit by the way of BG as provided by the Contractor will be adjusted first. If there is any balance left to be recovered, the Contractor should be informed to deposit the money at the earliest.
- f) If he fails to deposit the balance amount no further enquiry will be given as per banning procedure of DVC.
- g) In case the amount is considerable, legal action may be considered by the Employer. Alternatively, the Employer may short close the Order stating the reason for not resorting to risk purchase clause. In the event of recourse to alternatives as mentioned above, the Employer will have the right to repurchase the stores or complete the work, to meet urgency in requirement caused by Contractor'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/ services are similar or not.

18) GOVERNING LAWS: The Contract shall be governed and interpreted in accordance

nce with laws in force in India. The Court in the City of Kolkata {South 24- Parganas, New Alipore Court (India) } only shall have exclusive jurisdiction in all matters arising under the contract.

19) **TERMINATION CLAUSE:** Termination of contract will be applicable as per Clause No. 17 read with clause sl. No. 24 of OPTIONAL TERMS & CONDITIONS OF CONTRACT of GCC. GCC-2022 is available in DVC website.

20) **SETTLEMENT OF DISPUTES & ARBITRATION:** Any dispute(s) or difference(s) arising out of this NIT & subsequent contract shall, to the extent possible, be settled amicably between DVC and the Power Trader.

In the event of any dispute or difference whatsoever arising under the NIT & subsequent contract or in connection therewith including any question relating to existence, meaning and interpretation of the contract or any alleged breach thereof, the same shall be referred to the Chairman of Damodar Valley Corporation, Kolkata-54 or to a person nominated by him for arbitration. The Arbitration shall be conducted in accordance with the provisions of arbitration and conciliation law 1996 or latest and the decision/ judgment of Arbitrator/Arbitrators shall be final and binding on both DVC and the contractor.

However, in case the Contractor will be a Central Public Sector Enterprise/ Govt. Department, the dispute arising between DVC and the Contractor shall be settled through Permanent Arbitration Machinery (PAM) of the Department of Public Enterprise, Govt. of India as per prevailing rules.

All suits arising out of the NIT & subsequent Contract, If any, are subject jurisdiction of Court in the City of Kolkata {South 24- Parganas, New Alipore Court (India)} only and no other Court, when resolution/settlement through mutual discussion and arbitration fails.

21) **PAYMENT THROUGH RTGS/NEFT:** All payments to be done through RTGS/NEFT only. You must submit the requisite details as asked for payment.

22) **PAYING AUTHORITY:** Sr. Manager (Finance), DSTPS, DVC, Andal.

23) **VENDOR BILL TRACKING ID:** After submission of bill, a unique bill ID is to be generated through following link: <https://apigw.dvc.gov.in:8443/Vendor/> and the said ID to be mentioned in the Bill copy for processing of Bill.

24) **REQUIRED DOCUMENTS FOR MATERIALS AT THE TIME of SUPPLY:**

- i. **GUARANTEE/WARRANTY Certificate:** Guarantee/Warranty Certificate is to be furnished along the supply of materials.
- ii. **F&I Certificate:** 1:1 interchangeability & fitment certificate are to be furnished during supply of finished product.
- iii. **Test Certificate**-Test Certificates of Valves is to be submitted along the supply of the material.

25) **Other Terms and conditions** which are not specifically mentioned in the Terms and conditions of the GeM BID/NIT & ATC (document attached) shall be guided by GeM GTC and DVC's G.C.C as per applicability. Bidders are requested to visit Website www.dvc.gov.in and www.dvctender.com for getting DVC's G.C.C. & DVC website for GeM GTC. In case of an irreconcilable conflict in the Terms & Conditions, the following shall prevail in order of precedence:

- i. Letter of Award

- ii. GeM Additional Terms & Condition (ATC)
- iii. GeM General Terms & Condition (GTC)
- iv. DVC'S GCC.

26) **ACCEPTANCE OF CONTRACT:** On issuance of contract, the contractor (L1 bidder), 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.

N.B.: Tender Details and BID Specific all Terms & Conditions, Information for Bidder (IFB), Instruction to the Bidder (ITB) and All BID forms are available under 'Buyer uploaded ATC document' on 'Click here view' hyperlink.

निविदा विवरण और बोली विशिष्ट सभी नियम और शर्तें, बोली लगाने वाले (आईएफबी) के लिए जानकारी, बोली लगाने वाले (आईटीबी) के लिए निर्देश और सभी बोली फॉर्म 'खरीदार द्वारा अपलोड किए गए एटीसी दस्तावेज़' के तहत 'यहां क्लिक करें देखें' लिंक पर उपलब्ध हैं।

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.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

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

---Thank You/धन्यवाद---