

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	29-04-2025 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	29-04-2025 15:30:00
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	neerajkumar@dvc.gov.in
Total Quantity/कुल मात्रा	35600
Item Category/मद केटेगरी	FRP MESH NO. - 16 SIZE - 1000MMX2800M M , FRP MESH NO. - 10 SIZE - 1300MMX1800M M , SPLASH/V-BAR CT COIL SIZE 61MMX61MM (± 1MM) THICKNESS 1.2MM, LENGTH-8" PERFORATION DIAMOND 7MMX7MM , D-LOCK for V BAR GRID, MOC: GLA SS FILLED NYLON, MAKE-COOL DECK INDUSTRIES PVT LTD.
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	D-LOCK for V BAR GRID,MOC:GLASS FILLED NYLON, MAKE-COOL DECK INDUSTRIES PVT LTD.
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"> Fan Blades for Cooling Tower fan Rev 1
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

Bid Details/बिड विवरण	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
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	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	FRP MESH NO. - 16 SIZE - 1000MMX2800M M
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	7 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Estimated Bid Value/अनुमानित बिड मूल्य	4596000
Evaluation Method/मूल्यांकन पद्धति	Item wise evaluation/
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	PUNJAB NATIONAL BANK
Schedule 1 EMD Amount/ईएमडी राशि (In INR)	8100
Schedule 2 EMD Amount/ईएमडी राशि (In INR)	7020
Schedule 3 EMD Amount/ईएमडी राशि (In INR)	52200
Schedule 4 EMD Amount/ईएमडी राशि (In INR)	24600

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).	22

(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). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

(c). 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
(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. 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 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.

5. 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.

6. 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

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	405000	Frp Mesh No. - 16 Size - 1000mmx2800m M	300
Schedule 2	351000	Frp Mesh No. - 10 Size - 1300mmx1800m M	300
Schedule 3	2610000	Splash/v-bar Ct Coil Size 61mmx61mm (± 1mm) Thickness 1.2mm, Length-8" Perforation Diamond 7mmx7mm	20000
Schedule 4	1230000	D-lock For V Bar Grid, Moc: Gla Ss Filled Nylon, Make-cool Deck Industries Pvt Ltd.	15000

FRP MESH NO. - 16 SIZE - 1000MMX2800M M (300 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	Harimukund Prajapati	828403,Chandrapura Thermal Power Station (CTPS)-DVC, P.O.- Chandrapura, District-Bokaro, Bokaro, 828403, Bokaro, 828403	300	60

FRP MESH NO. - 10 SIZE - 1300MMX1800M M (300 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

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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	Harimukund Prajapati	828403,Chandrapura Thermal Power Station (CTPS)-DVC, P.O.- Chandrapura, District-Bokaro, Bokaro, 828403, Bokaro, 828403	300	60

SPLASH/V-BAR CT COIL SIZE 61MMX61MM (± 1MM) THICKNESS 1.2MM, LENGTH-8" PERFORATION DIAMOND 7MMX7MM (20000 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	Harimukund Prajapati	828403, Chandrapura Thermal Power Station (CTPS)-DVC, P.O.- Chandrapura, District- Bokaro, Bokaro, 828403, Bokaro, 828403	20000	60

D-LOCK For V BAR GRID, MOC: GLA SS FILLED NYLON, MAKE-COOL DECK INDUSTRIES PVT LTD. (15000 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	Harimukund Prajapati	828403, Chandrapura Thermal Power Station (CTPS)-DVC, P.O.- Chandrapura, District- Bokaro, Bokaro, 828403, Bokaro, 828403	15000	60

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

Buyer Added text based ATC clauses

TECHNO-COMMERCIAL TERMS AND CONDITIONS

1. PRICE BASIS:

The Contract Price shall be FIRM & FIXED during the entire execution of the Contract and shall not be subject to any variation except on account of Statutory Variation on direct transaction between the Employer (DVC) & the Contractor.

2. TAXES, LEVIES AND DUTIES shall be as below:

Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies, cess, etc. and charges assessed on the Contractor, its Subcontractors or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside of the country where the Site is located.

All taxes, duties, levies, royalties, fees, cess, etc in respect of the works, supply and all other services to be done by the Contractor as per the specifications of Bidding Documents and also taxes, duties, cess & levies as may be applicable on the materials used for the works, supply shall be to the contractor's account & included in the Contract Price. The Contract price shall be inclusive of GST & all other taxes, duties, levies, royalty, cess, fees etc. However, if DVC pays any taxes, duties, levies, cess, etc. directly to the concerned statutory authorities, the same will be deducted from contractor's bill.

3. 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.

4. 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.

5. DELIVERY:

The details of delivery of materials are as follows.

a. Delivery Schedule (in days): 60 days from the date of issuance of Purchase Order.

b. Consignee: COS, DVC, CTPS.

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

6. 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.

7. 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.

8. 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 **within Fourteen (14) days** from the date of issuance of Letter of Award (LOA)/ Work Order (WO)/Purchase Order (PO).

Performance security should be for an amount equivalent to **3%** of the Letter of Award (LOA)/ Work Order (WO)/Purchase Order value.

Submission of Performance Security is not necessary for a contract value up to Rupees 1 (one) lakh.

Performance security 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 respects.

In case of Performance Security in form of **Bank Guarantee**, the bidder may furnish an Unconditional Bank Guarantee as per GeM format from any Nationalised/ Scheduled Bank and **it should remain valid for a period of 22 months** from the date of execution of 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.

If 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.

Other terms & condition SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE as notwithstanding in tender document shall be as per DVC's GENERAL CONDITIONS OF CONTRACT (GCC) and Debarment Policy of this Bidding Documents.

Note: The Bank Guarantee shall be issued on the SFMS (Structured Financial Messaging System) mode by issuing Bank.

Details of advising bank: PUNJAB NATIONAL BANK, New Manicktala, Kolkata.

Account No.: 0082250010682, IFSC Code: PUNB0008220

Bid Security/Performance Security should preferably be submitted in form of electronic Bank Guarantee (eBG) from any Nationalized/Scheduled Commercial Bank approved by Reserve Bank of India through the NeSL portal.

Beneficiary Inputs required for e- Bank Guarantee is given below:

Sr. No.	Field Name	Mandatory
1	Portal ID	NA
Details of Beneficiary and Applicant		
2	Entity PAN/UIN (Central UIN of Nodal Officer)	AABCD0541M
3	Entity Name (Name of the Nodal Officer)	DAMODAR VALLEY CORPORATION
4	Entity Email ID (Nodal Officer)	sanjay.singh@dvc.gov.in and ankur.munda@dvc.gov.in
5	Business Unit Code	NA
Participating Details (Details of entity (TIA's) representative and applicant)		
6	Name of the representative (Nodal Officer)	SANJAY SINGH and ANKUR KUMAR MUNDA
7	Relationship (Here Beneficiary)	DAMODAR VALLEY CORPORATION
8	Primary Mobile Number (Nodal Officer)	7857903172 and 9471712635
Debt Details		
9	BG Amount	As per NIT/Contract
10	BG ccy (Currency)	INR
11	Expiry Date	As per NIT/Contract
12	Claim Expiry Date	As per NIT/Contract
13	Contract Reference Number	As per NIT/Contract
14	Vendor Code	NA

9. FORCE MAJEURE: It will be guided as per Clause No. 16 of GCC.

10. LIQUIDED DAMAGES 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.

11. RISK AND PURCHASE CLAUSE:

The Employer (DVC) 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 not 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 B/G 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 (DVC) 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 (DVC) will have the right to re-purchase 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 / equipments/ work/ services are similar or not.

12. QUALITY ASSURANCE PLAN (QAP): As per the provision of Vol-V under Buyer Added Bid Specific ATC

13. REQUIRED DOCUMENTS FOR MATERIALS

Following Documents should be submitted with supply for all materials

Sl no	Document Description	Submitted With	Material Code
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1	You have to furnish Manufacturer's Test & Performance Guarantee Certificate and Fitment & Interchangeability Certificate	Supply	For All Materials
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14. BILL TRACKING SYSTEM - A self-care vendor bill tracking system has been introduced where vendors have to register themselves and submit their contract related bills online. After submission of the bill, a cover letter containing Unique Bill ID shall be generated which must be submitted to DVC along with other payment related documents in hard copy. Link through <https://application.dvc.gov.in/Vendor/Login.jsp>

15. Bidders are requested to go through Bid document comprising following of documents before submission of offers in GeM Portal.

- a. GeM's Bid Document.
- b. Buyer Added Bid Specific Terms and Conditions.
- c. Buyer Added Bid Specific ATC.
 - i. Vol-I: Invitation for Bids (IFB),
 - ii. Vol-II: Instructions to Bidders (ITB)
 - iii. Vol-III: General Conditions of Contract (GCC) and Debarment Policy
 - iv. Vol-IV: Bid Forms and Procedures (BFP)
 - v. Vol-V: Technical Specification and QUALITY ASSURANCE PLAN (QAP).
- d. GeM's General Terms and Conditions.

NOTE:

1. Buyer Added Bid Specific Terms and Conditions as above and all other terms and conditions of **Vol-I: Invitation for Bids (IFB), Vol-II: Instructions to Bidders (ITB) & Vol-IV: Bid Forms and Procedures (BFP)** shall supplement/amend the corresponding clauses of DVC's General Conditions of Contract (GCC). Wherever there is any conflict, the provisions in Buyer Added Bid Specific Terms and Conditions and all other terms & conditions of **Vol-I: Invitation for Bids (IFB), Vol-II: Instructions to Bidders (ITB) & Vol-IV: Bid Forms and Procedures (BFP)** shall prevail over those in the DVC's GCC.

2. Other Terms & Conditions shall be covered as per the General terms & conditions (GTC) of GeM & General Conditions of Contract (GCC) of DVC which are not specifically mentioned in the Bid Document.

If there is any conflict between General terms & conditions (GTC) of GeM and the General Conditions of Contract (GCC) of DVC then General Terms & Conditions (GTC) of GeM shall prevail over General Conditions of Contract (GCC) of DVC.

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 कार्यवाही का आधार होगा।

---Thank You/धन्यवाद---