



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/4566609  
Dated/दिनांक : 16-02-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	15-03-2024 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	15-03-2024 16:30:00
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	111
Item Category/मद केटेगरी	Caustic Soda Flakes (Q3)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (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
Past Performance/विगत प्रदर्शन	30 %
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

**Bid Details/बिड विवरण**

<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	7 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	PUNJAB NATIONAL BANK
EMD Amount/ईएमडी राशि	91020

**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).	10

(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 कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

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

**Beneficiary/लाभार्थी :**

Contracts & Materials

Details of respective advising banks including IFSC Code is given below: For Head Quarter, Kolkata- Bank Name: PUNJAB NATIONAL BANK, Branch Name: Manicktala, Kolkata - 7000054, Account No.: "0082250010682" IFSC Code: PUNB0008220 ('0' Stands for zero).  
(Damodar Valley Corporation)

**Splitting/विभाजन**

Splitting Applied	Yes
Maximum No. Of Bidders Amongst Which Order May Be Split	2

Split Criteria based on which quantity will be distributed

DVC reserves the right to split the requisitioned quantity between two or more Vendors, i.e., quantity between L1 and L2 vendors may be divided in the ratio of minimum 60:40. For this purpose, the evaluated L2 bidder shall be called for negotiation to match their rates with L1 evaluated price along with all the terms and conditions of NIT. After obtaining the favourable consent from evaluated L2 vendor, order may be split in ratio as per Bidding Document. In the event of L2 bidder not agreeing to match L1 rates, possibilities shall be explored with L3, L4 and so on as the case may be in seriatim in an attempt to finalise the tender. In case no bidder agrees to match the L1 offer rate, placement of total order on L1 or retender for balance quantity is to be decided solely by DVC.

### Reserved for Make In India products

Reserved for Make In India products

Yes

### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता

Yes

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. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
4. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from 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. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders 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 the bid is liable to be rejected. 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 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
5. 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.

6. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 30% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

7. 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:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- 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
- 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

#### Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
17-02-2024 15:00:00	<a \"3cb99f74-e436-4453-a80e-4979d5609c9f\"}"="" \"cf94827a-bc3d-4b63-8feb-432960d2d81b\",="" \"oid\":="" href="https://teams.microsoft.com/l/meetup-join/19:meeting_ZTM1OGJhZGltM2Y4Mi00NWY4LWJjNzktOWViMmI4YzExZDUx@thread.v2/0?context={\" tid\":="">https://teams.microsoft.com/l/meetup-join/19:meeting_ZTM1OGJhZGltM2Y4Mi00NWY4LWJjNzktOWViMmI4YzExZDUx@thread.v2/0?context={\"Tid\": \"cf94827a-bc3d-4b63-8feb-432960d2d81b\", \"Oid\": \"3cb99f74-e436-4453-a80e-4979d5609c9f\"}</a>

#### Caustic Soda Flakes ( 111 metric tonne )

(Minimum 60% Local Content required for qualifying as Class 1 Local Supplier)

#### Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Md Imtiyaj	828403,Chandrapura Thermal Power Station (CTPS)-DVC, Office of the Controller of Stores, P.O.- Chandrapura, District- Bokaro	30	180
2	Manoj Kumar	825421,KTPS Store, Damodar Valley Corporation (KTPS), Koderma Jharkhand	6	180
3	Suraj Lakra	722183,Office of the Store In Charge, Central Stores, Mejia Thermal Power Station (MTPS)-DVC, Mejia	70	180
4	Vinod Kumar Sehra	723133,Damodar Valley Corporation (RTPS), PO : Nildih, Dumdumi, Purulia	5	180

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

### 1. Generic

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

### 2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

## (II) अनुबंध के नियम एवं शर्तें /Terms & Conditions of Contract

- 1.0 **PRICE BASIS:** Rate shall remain **FIRM** throughout the contract period.
- 2.0 **TAXES & DUTIES:** Quoted rate shall be inclusive of all other taxes & duties (GST) .
- 3.0 **PRICE BID DISCLOSURE:** If any price component related to subject NIT in full or in part is exposed and found with its techno-commercial offers, the offer shall be rightly be rejected and will not be considered further.
- 4.0 **BID EVALUATION PROCEDURE:** Bid evaluation will be done Summery Wise.
- 5.0 **Delivery Period:** Supplied by the bidder to different stations in staggered manner as per site requirement or on as and when required basis within 07 days of intimation from respective consignees'/Reporting officer of station through e-mail during the entire delivery period..
- 6.0 **CONTRACT PERIOD:** The Contract Period will be 06 months (i.e. 180 days) from the date of issuance of Purchase Order/ GeM Contract.

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

**8.0 MODE OF SUPPLY:** Materials (as per the specification conforming to IS 252 (Latest) of the NIT) to be supplied by the bidder to different field formations of DVC in staggered manner as per site requirement or on as and when required basis within 07 days of intimation from respective consignees'/Reporting officer of station through e-mail during the entire delivery period.

Bidder shall be required to dispatch the ordered materials to the consignee's respective store by Road through their authorized Road transport on freight paid basis.

Delivery should be made on full truck/tanker load basis. The material on the truck should be covered properly to ensure that the materials are not damaged by rain.

Supplies must be strictly in accordance with specifications furnished by the DVC. Bidders will be responsible for deviation in respect of technical specifications whatsoever.

Material supplied will always be accompanied with manufacturer's test and guarantee certificate (period of guarantee as stated in guarantee clause of this NIT) along with any authentic documentary proof which clearly indicates about manufacturing facility owned by the supplier/OEM and it will also be tested at site prior to acceptance.

All safety measures should have to be adopted by the bidder to avoid transit loss/ damage.

The bidders will be held responsible for the stores not being properly packed for transport by Road to ensure them being free from loss or injury at their destination.

**9.0 INSPECTION/ TESTING CLAUSE :** Supplies of materials must be strictly in accordance with the specification as per IS: 252 (latest). The vendor will be held responsible for deviation in respect of technical specification whatsoever.

Each consignment of materials to be accompanied by Manufacturer's Test Certificate and Guarantee Certificate bearing all the information required as per IS: 252 (latest). Prior to acceptance of materials (each consignment) at site 2 (Two) set of sample (s) shall be made by means of joint sampling with the vendor as per IS: 252 (latest). One set of sample (s) testing will be carried out at DVC Labs and other One set of sample (s) to be kept as referee sample). The consignment will be rejected if the material is not found as per the requirements of IS: 252 (latest) specification of NIT upon testing at DVC Labs.

You shall have to depute your representative within seven days after getting information about arrival of material at site. If you fail to depute your representative within the above stipulated period, DVC shall unilaterally collect the sample (s) from the supplied consignment (s) and do the testing.

In case of any disputes related to test results, testing of the referee sample (s) to be done at 3rd Party NABL accredited Lab duly accepted by DVC, result of which will be binding to both DVC & Supplier. All expenses incurred towards out-side testing shall be borne by the supplier.

The consignment will be rejected if the material is not found as per required IS: 252 (Latest) specification of NIT.

## **10.0 WEIGHMENT / TOLERANCE:**

The material delivered shall be weighed at consignee's end. The lower weight of material between the weighment recorded at the bidder's end and the weighment recorded at the consignee's end shall be taken into account for payment purposes. The same is to be binding on DVC and the bidder.

**11.0 Note :-** Supplies must be strictly in accordance with specifications furnished by the DVC. Material supplied will always be accompanied with manufacturer's test and guarantee certificate (period of guarantee as stated in guarantee clause of this NIT) and it will also be tested at site prior to acceptance. All safety measures should have to be adopted by the bidder to avoid transit loss/ damage. The bidders will be held responsible for the stores not being properly packed for transport by Road to ensure them being free from loss or injury at their destination.

**12.0 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.

## **13.0 SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE :**

Within Fourteen (14) days from the date of issuance of Contract/Work Order/Purchase order, the successful Bidder shall furnish performance security for satisfactory execution of the order for an amount equivalent to 3% of the total Letter of Award (LOA)/ Work Order (WO)/Purchase Order value in the form of account payee demand draft/ bank guarantee issued/ confirmed from any of the Nationalised / Scheduled Bank as per the list provided in Annexure-1 or updated list issued by RBI, safeguarding DVC's interest in all respects.

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 close the Contract and retender and in this re-tender such defaulting Bidder will not be allowed to participate.

**In case of Performance Security in form of Bank Guarantee:**

In case of Performance Security in form of Bank Guarantee, the bidder may furnish an Unconditional Bank Guarantee as per format provided in GeM from any Nationalised / Scheduled Bank as per the list provided in Annexure-1 or updated list issued by RBI and it should remain valid for a period of 02 Months beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period (DLP)/ warranty period of three year. Therefore, the BG should remain valid for a period of 10 (Ten) Months from the date of issuance of BG.

**Duration of e-PBG required (Months): 06(Six) months(Delivery Period) + 02 (Months) - Warranty Period + 2 months = 10 Months**

The Bank Guarantee/ BG Extension shall be issued on the **SFMS (Structured Financial Messaging System)** mode by Issuing Bank to the advising banks (Details of advising banks including IFSC Code : PUNB0008220 ('0' Stands for zero) is given below):

Details of respective advising banks including IFSC Code is given below:

**For Head Quarter, Kolkata-**

**Bank Name:** PUNJAB NATIONAL BANK,

**Branch Name:** Manicktala, Kolkata - 7000054,

**Account No.:** "0082250010682"

**IFSC Code:** PUNB0008220 ('0' Stands for zero).

**However, in case of delay in completion, the validity & claim of this Bank Guarantee shall be extended by the period of such delay. During extension of the SDBG, the bidder may extend the original Bank Guarantee or may furnish new SDBG without considering the projects which have been completed and Guarantee/Warranty period along with claim period is also over.**

**Note: Other terms & condition SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE as notwithstanding in tender document shall be as per GENERAL CONDITIONS OF CONTRACT (GCC) and Policy for withholding and Banning of Business Dealings of this NIT.**

**i) No payment, whatsoever will be made till the acceptance of SDBG as per the terms of the Contract.**

**ii) Notwithstanding the provisions specified, if a bidder after having been issued the Contract, either does not sign the Contract Agreement or does not submit an acceptable Performance Security, No payment, whatsoever will be made.**

#### **14.0 Liquidated Damage 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 delayed quantity without any controversy/dispute of any sort whatsoever.**

#### **15.0 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 a



s 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 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 / equipment/ work/ services are similar or not.

## **16.0 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.

## **17.0 Payment Terms: 100% payment along with applicable Taxes & duties will be released within ten (10) days of issuance of consignee receipt-cum-acceptance certificate (CRAC) and online submission of bills unless otherwise specified in STC / ATC of GeM contract. Part payment against Part Supply applicable.**

### **Note:**

- Ø No Payment will be made without acceptance of SDBG & Agreement.
- Ø Statutory taxes whichever is applicable will be deducted from the bills.
- Ø GST will be applicable as GOI rule.
- Ø Materials to be received at respective consignee's end and Bill & Payment has to be processed from respective Accounts of consignee station.

For DVC Stations at Jharkhand (KTPS, BTPS & CTPS) GST no. shall be 20AABCD0541M1Z5

For DVC Stations at WestBengal (MTPS, DSTPS & RTPS) GST no. shall be 19AABCD0541M1ZO

## **18.0 CONSIGNEE: As per GeM Bid Document.**

## **19.0 Guarantee/ Warranty Period: The bidder shall guarantee that all material supplied under the supply order/contracts shall conform to the DVC's requirements and specifications. Guarantee period of the materials will be 02 (two) months from the date of delivery / acceptance of material against qualitative deterioration. 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.**

nt action.

**20.0 TERMINATION OF CONTRACT:** 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/.](http://www.dvc.gov.in/dvcwebsite_new1/conditions-of-contract/))

**20.0.**

**21.0 GOVERNING LAWS:** The Contract shall be governed and interpreted in accordance 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.

**22.0 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.

**23.0 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/.](http://www.dvc.gov.in/dvcwebsite_new1/conditions-of-contract/))

**24.0 CONTROLLING OFFICER:** The Officer in Charge (OIC) of respective plants.

**25.0 ACCEPTANCE OF WO:** 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.

**26.0 Other Terms and conditions which are not specifically mentioned in the Terms and conditions of the GeM 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](http://www.dvc.gov.in) and [www.dvctender.com](http://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 :-

1. Letter of Award
2. GeM Additional Terms & Condition (ATC)
3. GeM General Terms & Condition (GTC)
4. DVC'S GCC

### 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. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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

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

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

गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**