



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2023/B/3904024
Dated/दिनांक : 11-09-2023

Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण | |
|--|--|
| Bid End Date/Time/बिड बंद होने की तारीख/समय | 09-10-2023 12:00:00 |
| Bid Opening Date/Time/बिड खुलने की तारीख/समय | 09-10-2023 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 |
| Total Quantity/कुल मात्रा | 5420 |
| Item Category/मद केटेगरी | Sulphuric Acid in Tanker as per IS 266 (Q3) |
| Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) | 329 Lakh (s) |
| 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 *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

| | |
|---|-----------------------------|
| 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 |
| Evaluation Method/मूल्यांकन पद्धति | Total value wise evaluation |

EMD Detail/ईएमडी विवरण

| | |
|-----------------------------|---------------------|
| Advisory Bank/एडवाइजरी बैंक | State Bank of India |
| EMD Amount/ईएमडी राशि | 1000000 |

ePBG Detail/ईपीबीजी विवरण

| | |
|--|----------------------|
| Advisory Bank/एडवाइजरी बैंक | PUNJAB NATIONAL BANK |
| ePBG Percentage(%) / ईपीबीजी प्रतिशत (%) | 10.00 |
| Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने). | 16 |

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

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

Beneficiary/लाभार्थी :

Damodor Valley Corporation
Damodar Valley Corporation, Contracts and Materials, Damodar Valley Corporation, Ministry of Power
(Contracts And Materials Dept.,)

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 DVCâ.

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. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. 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.
5. 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.

6. 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.

7. 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.

8. 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

Sulphuric Acid In Tanker As Per IS 266 (5420 metric tonne)

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

| | | |
|-------------------------------------|---|--|
| Whether Price variation applicable? | Price Variation Clause/मूल्य परिवर्तन खंड(पीवीसी) | Price variation clause document |
| Yes | Price Variation Clause | 84f14e8bc117887c3dc20c2161a130b6.pdf |

Technical Specifications/तकनीकी विशिष्टियाँ

* As per GeM Category Specification/जेम केटेगरी विशिष्टि के अनुसार

| Specification | Specification Name/विशिष्टि का नाम | Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य |
|---------------------|---|--|
| Test Report Details | Availability of Test Report from Central Govt/ State Govt/ NABL /ILAC accredited lab (hint: Must be declared) | YES, No |

Additional Specification Parameters - Sulphuric Acid In Tanker As Per IS 266 (5420 metric tonne)

| Specification Parameter Name | Bid Requirement (Allowed Values) |
|--|----------------------------------|
| Total Acidity (as H2SO4), percent by mass, Min | 98 |
| Residue on ignition, percent by mass, Max | 0.05 |
| Iron(as Fe), percent by mass, Max | 0.01 |
| Heavy metal (as Lead), percent by mass, Max | 0.005 |
| Arsenic (as As), percent by mass, Max | 0.004 |

* Bidders offering must also comply with the additional specification parameters mentioned above.

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

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Delivery Schedule/डिलीवरी अनुसूची (In number of days from contract start days/अनुबंध प्रारंभ होने की तारीख से दिनों की संख्या में) | | |
|----------------|---|---|---|--|--|
| | | | Quantity/मात्रा | Delivery to start after/प्रारंभ होने की तारीख से डिलीवरी | Delivery to be completed by/डिलीवरी _____तक पूरी कर ली जाए |
| 1 | Md Imtiyaj | 828403, Chandrapura Thermal Power Station (CTPS)-DVC, Office of the Controller of Stores, P.O.- Chandrapura, District- Bokaro | | | |
| | | | 500 | 0 | 365 |
| 2 | Chanchal Kumar Paul | 713321, Central Stores, DVC-DSTPS, Andal- 713321, West Bengal | | | |
| | | | 720 | 0 | 365 |
| 3 | Manoj Kumar | 825421, KTPS Store, Damodar Valley Corporation (KTPS), Koderma Jharkhand | | | |
| | | | 1080 | 0 | 365 |

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Delivery Schedule/डिलीवरी अनुसूची (In number of days from contract start days/अनुबंध प्रारंभ होने की तारीख से दिनों की संख्या में) | | |
|----------------|---|---|---|--|--|
| 4 | Mantu Kumar | 829107,DVC, Bokaro Thermal Power Stations, Dist- Bokaro, Jharkhand, Bokaro, 829107 | Quantity/मात्रा | Delivery to start after/प्रारंभ होने की तारीख से डिलीवरी | Delivery to be completed by/डिलीवरी _____तक पूरी कर ली जाए |
| | | | 320 | 0 | 365 |
| 5 | Suraj Lakra | 722183,Office of the Store In Charge, Central Stores, Mejia Thermal Power Station (MTPS)- DVC, Mejia | Quantity/मात्रा | Delivery to start after/प्रारंभ होने की तारीख से डिलीवरी | Delivery to be completed by/डिलीवरी _____तक पूरी कर ली जाए |
| | | | 2000 | 0 | 365 |
| 6 | Vinod Kumar Sehra | 723133,Raghunathpur Thermal Power Station (RTPS)- DVC, Technical Building, Dumdumi, District- Purulia | Quantity/मात्रा | Delivery to start after/प्रारंभ होने की तारीख से डिलीवरी | Delivery to be completed by/डिलीवरी _____तक पूरी कर ली जाए |
| | | | 800 | 0 | 365 |

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. Scope of Supply

Scope of supply (Bid price to include all cost components) : Only supply of Goods

3. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

i) 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.

However, variation in the price during the currency of the contract shall be compensated/ accounted as per following price variation clause: -

PRICE VARIATION (PV) CLAUSE: The price variation shall be based on the latest prevailing sulphur price as declared by M/s. Indian Oil Corporation Ex-Haldia Refinery on the date of tender opening will be considered as base price/reference price during the period of Contract. The price variation will be worked out based on the following formula: -

$$P_R = P_Q + 0.34 * (S_A - S_B)$$

Where,

S_A = The latest prevailing sulphur price (Rs./MT) on the date of dispatch as declared by IOCL Ex-Haldia Refinery.

S_B = The latest prevailing sulphur price (Rs./MT) on the date of tender opening as declared by IOCL Ex-Haldia Refinery.

P_Q = The basic sulphuric acid (H_2SO_4) price (Rs./MT) as quoted/offered by the L₁ bidder in the price bid sheet which shall remain fixed and firm during the contract period

P_R = The revised Basic Sulphuric acid (H_2SO_4) price (Rs./MT)

Ø Considering the fact that 340 kg of sulphur is required for production of 1000 kg (01 MT) of sulphuric acid, hence 0.340 is considered above.

For example: (only indicative for simplicity of understanding of PV formula)

Suppose Order has been finalized in January 2022 at the Basic rate of for sulphuric acid per MT i.e. ' P_Q ' = Rs.16000.00 and demand for acid is placed on April 2022, Then, say the latest prevailing price of sulphur on the date of dispatch per MT i.e. ' S_A ' is = Rs.13000.00 Say, latest prevailing sulphur price per MT on the date of tender opening i.e. ' S_B ' is = Rs. 18537.00

Therefore,

$$\begin{aligned} P_R &= 16000.00 + 0.34 * (13000.00 - 18537.00) \\ &= 16000.00 + 0.34 * (-5537) \\ &= 16000.00 - 1882.58 \\ &= 14117.42 \end{aligned}$$

NOTE:

In case, there is any delay incurred by the SELLER in dispatch of material within 07 days from the date of intimation through email by respective consignees', then the latest prevailing sulphur price shall be as on the 7th day of intimation OR on the date on which the material is actually dispatched, WHICHEVER IS LOWER shall be considered for the PV formula as well as for payment purpose.

ii) TAXES, LEVIES AND DUTIES shall be as below:

(a) 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.

(b) 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. on FOR Basis.**

- (c) 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.

iii) MODE OF SUPPLY & DELIVERY PERIOD:

a) Conc. Sulphuric acid (Technical grade) 98% conforming to IS: 266(Latest) to be supplied strictly as per specification. The ordered material is to be 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.

b) 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 material 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

c) Delivery should be made on full truck/tanker load basis. Supplies must be strictly in accordance with IS:266 (latest) specification.

d) 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.

iv) TRANSIT INSURANCE:

As per clause no. 9 of General Conditions of Contract (GCC) of DVC.

v) PAYMENT TERMS:

As per General Terms & Conditions of GeM.

100% payment will be released within ten (10) days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills unless otherwise specified in STC / ATC.

vi) SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE:

Within Fourteen (14) days from the date of issuance of Letter of Award (LOA)/ Work Order (WO)/Purchase Order (PO), the successful Bidder (s) shall furnish performance security for satisfactory execution of the order for an amount equivalent to 10% of the Letter of Award (LOA)/ Work Order (WO)/Purchase Order value in the form of Insurance Surety Bonds, account payee demand draft, fixed deposit receipt from a commercial bank, 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 60 (sixty) days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period (DLP)/ warranty period, as applicable.

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 Policy for withholding and Banning of Business Dealings of this Bidding Documents.

vii) AGREEMENT CLAUSE:

NOT APPLICABLE

viii) CONTRACT PERIOD:

The Contract shall remain valid for 01(one) year from the date of issuance of contract.

ix) L.D CLAUSE:

As per General Terms & Conditions of GeM.

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.

x) RISK AND PURCHASE CLAUSE:

As per the provision of Vol-II: ITB under **Buyer Added Bid Specific ATC** of Bid Document.

xi) INSPECTION/ TESTING:

Supplies of materials must be strictly in accordance with the specification as per IS: 266 (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: 266 (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: 266 (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: 266 (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: 266(Latest) specification of NIT.

xii) GUARANTEE / WARRANTY/DEFECT LIABILITY PERIOD:

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 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 the each bill / invoice for payment action.

xiii) PENALTY CLAUSE:

Not Applicable.

xiv) SUB-LETTING & ASSIGNMENT:

No sub-letting is allowed for the subject procurement.

xv) CONSIGNEE/ ENGINEER-IN- CHARGE WITH ADDRESS:

As per GeM Bidding Documents.

xvi) PAYING AUTHORITY:

Respective paying authority of concern station/project site.

xvii) 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: ELIGIBILITY FOR PARTICIPATION IN TENDER & QUALIFYING REQUIREMENT**
 - ii) **Vol-II: INSTRUCTIONS TO BIDDERS (ITB)**
 - iii) **Vol-III: GENERAL CONDITIONS OF CONTRACT (GCC) AND POLICY FOR WITHHOLDING AND BANNING OF BUSINESS DEALINGS OF DVC AND**
 - iv) **Vol-IV: BID FORMS AND PROCEDURES (BFP)**
- d) **GeM's General Terms and Conditions.**

NOTE:

- a) **Buyer Added Bid Specific Terms and Conditions** as above and all other terms and conditions of **Vol-I: Eligibility for Participation in Tender & Qualifying Requirement** and **Vol-II: Instructions to Bidders (ITB)** shall supplement/amend the corresponding clauses of DVC's General Conditions of Contract (GCC), wherever there is a conflict, the provisions in **Buyer Added Bid Specific Terms and Conditions** and all other terms and conditions of **Vol-I: Eligibility for Participation in Tender & Qualifying Requirement** and **Vol-II: Instructions to Bidders (ITB)** shall prevail over those in the DVC's GCC.
- b) Other Terms & Conditions shall be covered as per the General Conditions of Contract (GCC) of DVC & General terms & conditions (GTC) of GeM which are not specifically mentioned in the Bid Document.

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

5. 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 कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---