

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	29-12-2025 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	29-12-2025 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Power
विभाग का नाम/Department Name	Contracts And Materials
संगठन का नाम/Organisation Name	Damodar Valley Corporation
कार्यालय का नाम/Office Name	Damodar Valley Corporation
वस्तु श्रेणी /Item Category	Custom Bid for Services - Fabrication and Erection of Platform at various areas of BMS 1 to 6 MTPS
समान श्रेणी/Similar Category	<ul style="list-style-type: none"> Operation and Maintenance Power House / Power Plant
अनुबंध अवधि /Contract Period	1 Year(s)
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Exemption for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years Of Experience and Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)

बिड विवरण/Bid Details	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	5
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 Days
अनुमानित बिड मूल्य /Estimated Bid Value	2426380
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
-------------------	----

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	PUNJAB NATIONAL BANK
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	20

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

लाभार्थी /Beneficiary :

Damodar Valley Corporation
 Damodar Valley Corporation, Contracts and Materials, Damodar Valley Corporation
 (Damodar Valley Corporation)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
-------------------------------	-----

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.
3. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
4. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.
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 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 service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [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 the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
6. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
7. 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.
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:
 - 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

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1764314275.pdf](#)

GEM Availability Report (GAR):[1764314305.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1764314317.pdf](#)

Payment Terms:[1764314606.pdf](#)

Custom Bid For Services - Fabrication And Erection Of Platform At Various Areas Of BMS 1 To 6 MTPS (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Fabrication and Erection of Platform at various areas of BMS 1 to 6 MTPS
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
--	----

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	अतिरिक्त आवश्यकता /Additional Requirement

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	अतिरिक्त आवश्यकता /Additional Requirement
1	Amitava Pal	722183,Mejia Thermal Power Station (MTPS), Damodar Valley Corporation (DVC), Mejia, Bankura, 722183	1	N/A

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

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Generic

Option Clause: Excess Settlement. The excess settlement has been enabled for the service, allowing service providers to include additional charges up to a specified percentage of the item-level total value, including add-ons, in their invoices. Service providers must declare the applicability of additional charges during invoice creation and submit mandatory supporting documents to avail this option. The total invoice amount, including additional charges, shall not exceed the agreed-upon excess settlement percentage for the order.

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

VOL-I: INVITATION FOR BIDS (IFB):

Damodar Valley Corporation invites electronic tenders Open with E reverse tender for the under mentioned

Tender to be executed by the successful bidder. The tenders will be processed in on-line mode through Government e-Marketing (GeM) [URL: <https://gem.gov.in/>]

Tendered Item/ NIT Description:

Procurement of Gear Coupling for Drive System of the Coal Mills (U#1-4)

Submission of Envelope -1 (Softcopy documents)	<u>Address for communication:</u> The General Manager (PG-5) C&M Department, 3rd Floor, Damodar Valley Corporation, DVC Towers, VIP Road, Kolkata, West Bengal, Pin: 700054, India.
Opening Date & Time for Techno-Commercial Bids & Price Bid.	As per GeM
Estimation (exclusive of GST)	Rs 24,26,380/-

Instructions Related to E -Tendering:

Bids are to be submitted through GeM Portal. Bidders must use their GeM Seller ID and Password for participation in the tender. Bidders who do not have GeM Seller ID must register themselves as Seller in GeM Portal by visiting Government e-Marketplace Website - <https://gem.gov.in/>. Bidders may also refer to the Seller Help Document for participating in the tender which is uploaded on GeM website.

2.0 पत्राचार /Correspondence:

In case of any difficulties faced regarding NIT / BID terms & conditions by the tenderer in submitting the tender within specified date and time, following officers may be contacted: -

C&M Department: DVC, Head Quarter, DVC Towers,	For any queries related to enquiry/NIT/P.O.	
	Name: Sri Deepak Kumar Designation: SM(M) email: Deepak.kumar3@dvc.gov.in Mob.: 9431590980	Name: Manisha Mahish Designation: Manager(E) email:Manisha.mahish@dvc.gov.in Mob: 9474563682
Indenting Department: DVC, (MTPS),	For Technical Query (Material Specification, Drawing, Scope of Work etc.)	
	Name: Sri P K MOHAPATRA Designation: SM (MTPS) e-mail: pranay.mohapatra@dvc.gov.in Mob: 9472768060	
Finance Department : (MTPS)	Sri. Debasish Mondal, Sr.Manager (Fin), Accounts Dept., E-mail id: Debasish.mondal@dvc.gov.in , (Mob: +91-9831284947)	

VOL-II: QUALIFYING REQUIREMENT (QR):

QUALIFYING REQUIREMENT

A. Qualifying Requirement

nts on Technical Capability:

(i) The bidder should have experience of having successfully executed the contract of Fabrication & Erection of Platform OR Mechanical works in Structure Erection & fabrication/AMC/ARC/mechanical maintenance of any mechanical job in any plant of DVC/NTPC/SEB/Govt./Semi Govt. PSU/ private organisation having a legal entity during the last 07 (seven) years ending the last day of the month previous to the one in which offers are invited.

(ii) The bidder should have experience of having completed similar works during the last 07 years ending the last day of the month previous to the one in which offers are invited, should be either of the following:

a) Three similar completed works each costing not less than the amount equal to **Rs. 9,70,552/- (Rupees Nine Lakh Seventy Thousand Five Hundred Fifty-Two Only)**.

OR

b) Two similar completed works each costing not less than the amount equal to **Rs. 12,13,190/- (Rupees Twelve Lakh Thirteen Thousand One Hundred Ninety Only)**.

OR

c) One similar completed work costing not less than the amount equal to **Rs. 19,41,104/- (Rupees Nineteen Lakh Forty-One Thousand One Hundred Four Only)**.

NOTES for Technical Criteria for all clauses of Sl. No. A above:

1. **Similar Work means:** Successfully executed the contract of Fabrication & Erection of Platform OR Mechanical works in Structure Erection & fabrication/AMC/ARC/mechanical maintenance of any mechanical job in any plant of DVC/NTPC/SEB/Govt./Semi Govt. PSU/private organisation having a legal entity.

2. **Completed Work means:** Bidder should submit the self-attested photocopies of work order/s, payment receipt documents with reference to the Work Order no and date or successful job completion certificate/s in respect of executed/completed portion of work order with executed value even if the work has not been completed in totality (Subject to furnishing proof of executed value of the work in the form of certified copies of RA bills) shall be considered or any relevant documents, which is sufficient to prove the works completed or to be completed.

Remarks:

- I. In case of a composite work order, the total executed value of the work order shall be considered for the evaluation of similar work.
- II. All the values mentioned above are exclusive of taxes.

B. Qualifying Requirements on Financial Capability:

(i) The Average annual turnover of the bidder for the last 03 (Three) financial years ending preceding the date of NIT, should be at least **Rs. 7,27,914/- (Rupees Seven Lakh Twenty-seven Thousand Nine Hundred Fourteen Only)**.

NOTES for Financial Criteria for all clauses of Sl. No. B above:

1. In compliance to the above, the bidder shall submit Audited Annual Accounts with Balance sheet and profit & loss account statements with UDIN No. of the preceding 03 (three) financial years ending preceding to the date of NIT.
2. In case, where audited results for the preceding financial year are not available, certification of financial statements from a practicing Chartered Accountant shall also be considered acceptable.
3. In case of tenders published prior to 30th Sept. of the NIT issuing Financial Year, where the Bidder is not able to submit the Certificate from a practicing Chartered Accountant certifying its financial statements, the audited results of the years preceding the last financial year shall be considered for evaluating the financial parameters. Further, a Certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that the financial results of the Company are under audit as on the date of NIT and the Certificate from the practicing Chartered

Accountant certifying the financial parameters is not available.

4. Other income shall not be considered for arriving at annual turnover.

C. Exemption in eligibility criteria for start-up vendors /MSE vendors: The turnover criteria and past experience conditions are not applicable for Start-Up or MSE entrepreneurs subject to meeting the quality and technical specifications.

Eligibility of such sellers in terms of the Turnover /Past performance / Profitability etc., and also their eligibility for availing various benefits/advantages in terms of various Govt. Policies / Guidelines/acts / Laws etc. shall be determined solely based on data fetched/validated or verified through external agency/owner of that set of databases such as Income tax/ PAN database, MCA 21, Udyam, GSTN, Certifying Agencies such as BIS, BEE, etc.

- (i) Exemption in respect of "Past experience conditions" means exemption for Clause **A (ii)** only of Qualifying Requirements on Technical Capability
- (ii) Exemption in respect of "Turnover criteria" means an exemption for Clause **B (i)** only of Qualifying Requirements on Financial Capability.

D. Requirement to meet eligibility criteria for Start-up/MSE Vendor:

- (i) Meeting quality and technical specifications means executed work order in support of "similar work" to be furnished.
- (ii) Relaxation in eligibility criteria for start-up / MSE shall be applicable as stated above in clause **C** of the qualifying requirement only. Any other clause for relaxation in the eligibility criteria mentioned elsewhere in the NIT shall not be considered.

Vol-III: INSTRUCTIONS TO BIDDERS (ITB)

1) GENERAL INFORMATION:

- i) Bidding for the package is open to bidders from within the Employer's country.
- ii) The prospective bidders are invited to submit their Bid comprising of Techno-Commercial Bid and Price Bid for the subject package, in line with the provision of the bidding documents. Methodology for submission of bids has been detailed hereinafter in this bidding document.
- iii) The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Employer (DVC) will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

Transfer of Bidding Documents purchased by one intending Bidder to another is not permissible.

- iv) DVC reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the DVC's action. Decision of DVC will be final and binding in this regard.
- v) DVC reserves the right to amend/alter/add/delete any provision of this document or of the future contracts arising out of this tender.

- vi) The Successful bidder should also obtain all necessary clearances and other related statutory requirements etc. as applicable for the subject tender from the concerned authorities, without any additional cost to the DVC.
- vii) Multiple bids by the same person (individually or as a part of a JV Company/Consortium or Associate) are not allowed. Any person that controls (directly or indirectly) a bidder or a member of the bidding Consortium or Associate/ JV Company or any other person(s) which is/are controlled (directly or indirectly) by the aforementioned person, or any person that is controlled (directly or indirectly) by such bidder or member of bidding Consortium or Associate/ JV Company, shall not bid on its own or as a member of a Consortium or Associate/ JV Company for which the bidder or the bidding Consortium or Associate/ JV Company has submitted a bid.

For the purposes of this clause the terms 'person' means any individual, company, corporation, partnership (whether limited or unlimited), proprietorship, trust or any other entity (whether incorporated or not), Hindu undivided family, union or association and in case of a trust shall include the trustee or the trustees for the time being. For the purposes of this clause the terms 'control' as applied to any person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of that person whether through acquisition of shares, voting securities, by contract, or otherwise.

viii) **Preference to Make in India and eligibility for participation:**

Only Class-I & II local suppliers are eligible to bid. Bids received from bidders other than 'Class-I & II Local supplier shall be out rightly rejected.

The minimum Local Content shall be:

Class-I Local Suppliers: meeting the requirement of minimum local content equal to 50% (fifty percent) or more

Class-II Local Suppliers: meeting the requirement of local content 20% to less than 50% (fifty percent)

Declaration of Local Content by Local supplier

- Ø **In cases of procurement for a value Less than Rs. 10 crores**, the Suppliers shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier', as the case may be.
- Ø **In cases of procurement for a value in excess of Rs. 10 crores**, the 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

Note: "False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law."

2) CLARIFICATION ON BIDDING DOCUMENTS:

-

A prospective bidder requiring any clarification to the bidding documents may notify DVC only through GeM Platform or e-mail to the two officers specially assigned for receiving queries as mentioned above in the NIT up to the last date for submission of bid. DVC will respond to all the request received for clarification of the bidding documents either in the discussion or through replies to be uploaded in the GeM website

Further, any modifications of the Bidding Documents/NIT which may become necessary as a result of the discussion shall be made by DVC exclusively through an amendment to the bidding documents only, which will be uploaded in the GeM website.

3) AMENDMENT TO BIDDING DOCUMENTS:

- a) At any time prior to the deadline for submission of bids, DVC may, for any reason, whether at its own initiative, or in response to the clarifications requested by the prospective Bidders, amend the tender documents except QR after due approval of TIA. The amendment will be notified in writing through the GeM portal. It will be assumed that the information contained therein have been taken into account by the Bidder in his bid.
- b) In order to give reasonable time to prospective bidders to take the amendment into account in preparing their bid, DVC may, at his discretion, extend the deadline for the downloading/ selling of tenders and/or uploading/submission/opening of bids after due approval of TIA.
- c) Any addendum/corrigendum/extension, if required, pertaining to Bidding Documents will be hoisted in GeM portal. Bidders is requested to visit GeM portal website regularly for any addendum/corrigendum/extension till opening of Bids. This stipulation to be incorporated in the Bidding Documents.
- d) In case of change in technical parameter/ specification/ scope of work, selling/ downloading and submission/uploading date may be extended.
- e) Bidder is requested to visit the above website regularly for any amendment/ addendum/ corrigendum/ extension till opening of the Bids. It will be assumed that the information contained therein will have been taken into account by the Bidder in its bid.

4) PERIOD OF VALIDITY OF BID:

- a) Bids shall remain valid for a period of 180 days from the date of opening of Bid prescribed by the Employer (**DVC**) indicated in Bid Documents.
- b) In exceptional circumstances, the Employer (DVC) may solicit the Bidder's consent to an extension of the bid validity period. The request and responses there to shall be made by e-mail. If a Bidder accepts to extend the period of bid validity, the validity of bid security (whenever applicable) shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

5) LANGUAGE & CURRENCY OF BID: -

- (i) The Bid prepared by the Bidder and all correspondence and documents related to the Bid exchanged between the Bidder and the Employer shall be written in

n English language, provided that any printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in English language in which case, for purposes of interpretation of the Bid, the translation shall govern.

(ii) **BID CURRENCY:**

Price(s) shall be quoted in Indian Rupees (INR) and payment shall be released in INR only.

6) COMMERCIAL AND TECHNICAL DEVIATIONS:

No deviation is allowed for the instant tender.

7) DEADLINE FOR SUBMISSION OF BIDS:

- a) Bids shall be submitted in compliance to the provisions of clause 8.0 of the bidding documents no later than the time and date specified in the bidding documents/ any subsequent communication from the Tender Inviting Authority.
- b) Tender Inviting Authority shall not be liable for loss/non-receipt/late receipt of above documents in postal transit.
- c) The Tender Inviting Authority may, at its discretion, extend this deadline for submission of bids by amending the bidding documents in accordance with ITB Clause (4).
- d) Date & Time for opening of Price Bid shall be intimated separately through auto generated email from GeM's Portal to the bidders whose techno-commercial bid is found to be acceptable as detailed in clause (13) below.
- e) LATE BIDS will not be accepted.

8) BID PRICES: -

The rates quoted by the bidder must be Firm till execution of the contract and on FOR Destination Basis in INR currency and that will be inclusive of Packing & Forwarding charges and Freight charges (if any) etc. and inclusive of Goods and Services Tax (GST). Bidder is to submit HSN code with documentary evidence. Confirmation of GST with applicable rate is required. PRICES SHALL BE QUOTED IN INR only.

9) LD 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

10) RISK PURCHASE CLAUSE :-

- i. Alternatively, the Purchaser reserves the right to purchase the material from

m elsewhere at the sole risk and cost of the Vendor and recover all such extra cost incurred by the Purchaser in procuring the material by the above procedure.

- ii. Alternatively, the Purchaser may cancel the Order completely or partly without prejudice to his right under the alternatives mentioned above.
- iii. In the event of recourse to alternative (i) and (ii) above, the Purchaser will have the right to repurchase the stores, to meet urgency in requirement caused by Vendors failure to comply with the schedule of delivery irrespective of the fact whether the materials are similar or not.

11) FORCE MAJEURE CLAUSE :-

Vendor shall not be considered in default if delay in delivery occurs due to causes beyond his control such as acts of God, natural calamities, civil wars, fire, strike, frost, floods, riot and acts of unsurpassed power. Only those causes which have duration of more than seven (7) days shall be considered cause of force / calendar majeure. A notification to this effect duly certified by the statutory authorities shall be given by the Vendor to the Owner within 10 days from the date of such Force Majeure condition by registered letter. In the event of delay due to such causes, the delivery schedule will be extended for a length of time equal to the period of force majeure or at the option of the Owner the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of the Owner. In the event of such cancellation, the Vendor shall refund any amount advanced or paid to the Vendor by the Purchaser and deliver back any materials issued to him by the Purchaser and release facilities, if any, provided by the Purchaser.

12) LIMITATIONS OF LIABILITY:

Except in cases of Criminal Negligence or willful misconduct, (i) The Contractor and The Employer shall not be liable to the Other Party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or Interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer AND (ii) The aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement, copy right, workman compensation.

13) CANCELATION/ SHORT CLOSURE:

The Owner may terminate/short close the contract, by not less than 30 days' written notice to the Bidder, to be given after occurrence any of the events specified in the Sl. No. (a) to (e) of this clause and 60 days in the case of the event referred to Sl. No. (f), (g) & (h) below:

- a) The Vendor fails to comply with any of the terms of the Order or the bidder do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Owner may have subsequently approved in writing.
 - b) The Vendor becomes bankrupt or goes into liquidation.
 - c) If as a result of Force Majeure, the Bidder is unable to supply material for a period of not less than 60 days.
 - d) If the Bidder, in the judgment of the Owner has engaged in corrupt or fraudulent practices in competing or in executing the Contract. For the purpose of this clause.
 - e) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
 - f) "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Owner.
 - g) The vendor is otherwise precluded from complying with any of the terms of the order on account of any directives of any lawful authority.
 - h) If the Owner, at its sole discretion, decides to terminate this Contract.
- DVC reserves the right not to issue/accept tender documents to any intending bidders with whom

DVC has stopped entering into business by virtue of policy decision.

14) Payment Terms :

95%-part progressive payment through monthly RA bill in triplicate along with full taxes & duties will normally be made through A/C payee Cheque after successful completion of work and balance 5 % after expiry of guarantee period. No payment shall be made to the contractor or unless the Security Deposit cum performance Guarantee (SDBG) is submitted by them and is accepted by the DVC and also Agreement are duly executed by them .

15) PURCHASE PREFERENCE & GOVT. POLICIES:

– Purchase Preference following the Govt. Policy/Directives on this subject such as Make in India Policy & MSME Policy, etc. as applicable. However, any change in Govt. Policy/Directives on this subject will be applicable.

NOTE:

If the bidder wants to avail the Purchase preferences in GeM, the bidder must select the MII & MSE preferences at the requisite place in GeM Portal during the bid submission.

16) CONFLICT OF INTEREST

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Employer's interests. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they directly or indirectly control, or are controlled by or are under common control of another entity; or
- b) they have the same legal representative/agent for purposes of their bids; or
- c) they have relationship with each other, directly or through common third party(ies), that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- d) Bidder and/or any of its allied entity(ies), which directly or indirectly control(s) or is(are) controlled by or is(are) under common control of another entity, has(ve) participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the tender; or
- e) Bidder participates in more than one bid in this bidding process.
- f) In cases of agents quoting on behalf of their principal manufacturers/service providers, one agent cannot represent two manufacturers/service providers or quote on their behalf in a particular tender enquiry. One manufacturer/service provider can also authorize only one agent. There can be only one bid from the following:
 - i) The principal manufacturer/service provider directly or through one Indian agent on his behalf; and
 - ii) Indian/foreign agent on behalf of only one principal.

For the purposes of this clause the term 'control' shall have the following meaning:

“Control” shall include the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders' agreements or voting agreements or in any other manner.

Note: If two or more CPSEs/State PSEs participate in a tender, they will not be deemed to fall under the 'Conflict of Interest' provisions solely because they are under common control of Government of India/State Government.

Compliance to “Conflict of Interest” provisions to be submitted as per format in Annexure I-1

17) SETTLEMENT OF DISPUTES & ARBITRATION:

It will be guided as per W&P manual 2022 (DAMODAR VALLEY CORPORATION).

-

18) TERMINATION:

- Termination shall be guided as per clause no. 24 under OPTIONAL TERMS & CONDITIONS OF CONTRACT in GCC of DVC.

- **19) CONFIDENTIAL INFORMATION** shall be guided as per clause no. 22 under OPTIONAL TERMS & CONDITIONS OF CONTRACT in GCC of DVC.

20) DISQUALIFICATION:

- Even if an applicant meets the eligibility criteria and QR, he shall be subject to disqualification if bidder or any of the constituent partners is found to have:

- a) Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or;
- b) Records of poor performance during the last five years across DVC, as on the date of publication of Bidding Documents, such as abandoning the work, rescission of the contract for reasons which are attributable to non-performance of the contractor, inordinate delays in completion, consistent history of litigation resulting in awards against the contractor or any of the constituents, or financial failure due to bankruptcy, and so on. The rescission of a contract of venture JV on account of reasons other than non-performance, such as the most experienced partner (major partner) of JV pulling out;
- c) On account of currency of extant debarment Policy of DVC.
- d) "In case where the business firm happens to have been banned/suspended by 'Any establishment of DVC' / 'Ministry of Power- Govt. of India' / 'Department of Expenditure (DoE), Ministry of Finance (MoF) – as displayed on Central Public Procurement Portal (CPPP)' and the ban / suspension is still in force on the date of bid opening of techno-commercial bid or on the date of issuance of LOA/PO/Work Order/ LOA-cum-Work Order, the offer of the business firm/ authorized agent/distributor/dealer/affiliates shall not be considered for all establishments of DVC."

21) DEBARMENT POLICY: shall be guided as per clause no. 27 (a) under OPTIONAL TERMS & CONDITIONS OF CONTRACT.

- **22) CONTRACTOR'S PERFORMANCE EVALUATION:** shall be guided as per clause no. 27 (b) under OPTIONAL TERMS & CONDITIONS OF CONTRACT.

23) BILL TRACKING SYSTEM:

It has been advised to the bidders that all the bill/invoice related to P.O./W.O. must be processed through DVC Portal with following link <https://application.dvc.gov.in/Vendor/Detailed> guidelines related to Vendor Registration & Processing of Bill for Vendor Bill Tracking are available in the DVC portal under PROCUREMENT.

24) **Performance Security / Security Deposit:**

You shall have to deposit as Security, for satisfactory execution of the order, and for guaranteed performance of the supplied items for an amount equivalent to 3.00% of the ordered v

value in the form of Bank Guarantee (as per GeM format) within 14 days from the date of issuance of order from any Nationalized/ Scheduled Bank and it should have validity of 20 months from the date of execution of Bank Guarantee. The said BG should be extended suitably covering all contractual obligations of the contractor, including defect liability period (DLP)/ warranty period, as applicable.

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

Details of respective advising banks including IFSC Code as follows.

Bank Name: PUNJAB NATIONAL BANK
Branch Name: Manicktala Branch, Kolkata
Account No.: 0082250010682
IFSC Code: PUNB0008220

No payment whatsoever will be released till the acceptance of Security Deposit cum Performance Guarantee by DVC.

MSEs registered with MSME / NSIC are required to deposit security deposit cum performance guarantee in the form as mentioned in the Bid.

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

For procurement up-to Rs. 1 Cr, security deposit may be recovered as Pro-rata deduction @ 3% from the RA bills and it will be released after Performance Guarantee period.

For any procurement above Rs. 1 Cr, Performance security may be furnished in the form of e-BG/Insurance Surety Bond only.

Please download the Buyer Added bid specific ATC for details.

4. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/Disclaimer

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.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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 shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (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. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in

Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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।

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.

---धन्यवाद/Thank You---