

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	23-01-2026 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	23-01-2026 12:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (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
कुल मात्रा/Total Quantity	9262
वस्तु श्रेणी /Item Category	360112280000 , 360122001002 , 360502991032 , 360122071000 , 360122001015 , 360122011000 , 360122091000 , 360122031000 , 360122061000 , 360103301007 , 360122021000 , 360122041000 , 360122001014 , 360122001003 , 360122051000
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	ERW MILD STEEL PIPE, CLASS - Heavy, NOMINAL BORE - 80 mm, OD- 89.5 mm. Thickness - 4.8 mm, Bevel End. Length; 6 to 10 m. Conforming to IS; 1239 part; I;2004, PLAIN ENDED MS HEAVY ERW PIPES CONFORMING TO IS:1239; PRESSURE OF 12 KG/CM2 AND HAVING LENGTH OF 6 -10 MTRS. MAKE:JINDEL/UTK ARSH(BANSAL)/TA TA SIZE:40MM NB;OD-48.8MM, ERW CARBON STEEL / MS PIPES NB 80MM IS:1239, MS BLACK ERW PIPE SIZE: 65 MM (HEAVY) EQP - ERW PIPE,IS: 1239 PLAIN AT ENDS, MS BLACK ERW PIPE (Heavy Duty), SIZE:150NB, MS BLACK ERW PIPE SIZE: 15 MM (HEAVY) EQP - ERW PIPE,IS: 1239 PLAIN AT ENDS, MS BLACK ERW PIPE SIZE: 100 MM (HEAVY) EQP - ERW PIPE,IS: 1239 PLAIN AT ENDS, MS BLACK ERW PIPE SIZE: 25 MM (HEAVY) EQP - ERW PIPE,IS: 1239 PLAIN AT ENDS, MS BLACK ERW PIPE SIZE: 50 MM (HEAVY) EQP - ERW PIPE,IS: 1239 PLAIN AT ENDS, ERW CARBON STEEL / MS PIPES NB100MM IS:1239, MS BLACK ERW PIPE SIZE: 20 MM (HEAVY) EQP - ERW PIPE,IS: 1239 PLAIN AT ENDS, MS BLACK ERW PIPE SIZE: 32 MM (HEAVY) EQP - ERW PIPE,IS: 1239 PLAIN AT ENDS, MS BLACK ERW PIPE (Heavy Duty) SIZE: 80NB, PLAIN ENDED MS HEAVY ERW PIPES CONFIRMING TO IS: 1239; TO BE ABLE TO WITHSTAND PRESSURE OF 12 kg/Cm2 ANDHAVING LENGTH OF 6 mtrs. TO 10mtrs . MAKE: JINDAL/UTKARSH (BANSAL)/TATA , SIZE: 65mm NB; OD72mm, MS BLACK ERW PIPE SIZE: 40 MM (HEAVY) EQP - ERW PIPE,IS: 1239 PLAIN AT ENDS

बिड विवरण / Bid Details	Searched String: ERW MILD STEEL PIPE, CLASS - Heavy, NOMINAL BORE - 80 mm, OD- 89.5 mm. Thickness - 4.8 mm, Bevel End. Length; 6 to 10 m. Conforming to IS; 1239 part; I;2004
<p>GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS</p>	<p>Steel Tubes used for Water Wells (V2) as per IS 4270, Mechanically Woven, Double - Twisted, Hexagonal Wire Mesh Gabions, Revet Mattresses and Rock Fall Netting as per IS 16014</p> <p>Searched String: PLAIN ENDED MS HEAVY ERW PIPES CONFORMING TO IS:1239; PRESSURE OF 12 KG/CM2 AND HAVING LENGTH OF 6 -10 MTRS. MAKE:JINDEL/UTK ARSH(BANSAL)/TA TA SIZE:40MM NB;OD-48.8MM</p> <p>Polyethylene Pipes for Water Supply conforming to IS 4984, Automotive Hydraulic Brake Fluid, Heavy Duty (V2) Conforming to IS 8654, Mild Steel Sheet, Wooden Podium, Flat Brushes for Paints and Varnishes for Heavy Duty (V2) conforming to IS 384 (Part 1), End Mill With Parallel Shank, Precast Concrete Manhole Cover and Frame (V3) Conforming to IS 12592, MS Sheet as per IS 1079</p> <p>Searched String: ERW CARBON STEEL / MS PIPES NB 80MM IS:1239</p> <p>MS ERW Pipe for Bus Body Building Parts as per IS 3601 (Latest), Steel Pipes for Water and Sewage as per IS 3589, General Purpose Pipe Wrench as per IS 4003, IS 1570, IS 14329, Pipe Fitting For Carbon Steel Forgings For Piping Applications, MS Sheet as per IS 1079, Bolt / Bullet Seal</p> <p>Searched String: MS BLACK ERW PIPE SIZE: 65 MM (HEAVY) EQP - ERW PIPE,IS: 1239 PLAIN AT ENDS</p> <p>Category not available on GeM for the text string uploaded by the buyer</p> <p>Searched String: MS BLACK ERW PIPE (Heavy Duty), SIZE:150NB</p> <p>MS ERW Pipe for Bus Body Building Parts as per IS 3601 (Latest), Heavy Duty Pipe Wrench as per IS 4003, Steel Pipes for Water and Sewage as per IS 3589</p> <p>Searched String: MS BLACK ERW PIPE SIZE: 15 MM (HEAVY) EQP - ERW PIPE,IS: 1239 PLAIN AT ENDS</p> <p>Category not available on GeM for the text string uploaded by the buyer</p> <p>Searched String: MS BLACK ERW PIPE SIZE: 100 MM (HEAVY) EQP - ERW PIPE,IS: 1239 PLAIN AT ENDS</p> <p>Category not available on GeM for the text string uploaded by the buyer</p> <p>Searched String: MS BLACK ERW PIPE SIZE: 25 MM (HEAVY) EQP - ERW PIPE,IS: 1239 PLAIN AT ENDS</p> <p>Category not available on GeM for the text string uploaded by the buyer</p> <p>Searched String: MS BLACK ERW PIPE SIZE: 50 MM (HEAVY) EQP - ERW PIPE,IS: 1239 PLAIN AT ENDS</p> <p>Category not available on GeM for the text string uploaded by the buyer</p>

बिड विवरण / Bid Details	<p>Searched String: ERW CARBON STEEL / MS PIPES NB100MM IS:1239</p>
	<p>MS ERW Pipe for Bus Body Building Parts as per IS 3601 (Latest), Carbon Steel Coated Line Pipes, Steel Scrap, Steel Pipes for Water and Sewage as per IS 3589, Carbon Steel Forgings For General Engineering Purposes-IS:2004, General Purpose Pipe Wrench as per IS 4003, IS 1570, IS 14329, Mild Steel Sheet, Pipe Fitting For Carbon Steel Forgings For Piping Applications, Covered Electrode for Manual Metal Arc Welding of Carbon and Carbon Manganese Steel (V2) ISI marked to IS 814, MS Sheet as per IS 1079</p> <p>Searched String: MS BLACK ERW PIPE SIZE: 20 MM (HEAVY) EQP - ERW PIPE,IS: 1239 PLAIN AT ENDS</p> <p>Category not available on GeM for the text string uploaded by the buyer</p> <p>Searched String: MS BLACK ERW PIPE SIZE: 32 MM (HEAVY) EQP - ERW PIPE,IS: 1239 PLAIN AT ENDS</p> <p>Category not available on GeM for the text string uploaded by the buyer</p> <p>Searched String: MS BLACK ERW PIPE (Heavy Duty) SIZE: 80NB</p> <p>Heavy Duty Pipe Wrench as per IS 4003</p> <p>Searched String: PLAIN ENDED MS HEAVY ERW PIPES CONFIRMING TO IS: 1239; TO BE ABLE TO WITHSTAND PRESSURE OF 12 kg/Cm2 ANDHAVING LENGTH OF 6 mtrs. TO 10mtrs . MAKE: JINDAL/UTKARSH (BANSAL)/TATA , SIZE: 65mm NB; OD72mm</p> <p>Category not available on GeM for the text string uploaded by the buyer</p> <p>Searched String: MS BLACK ERW PIPE SIZE: 40 MM (HEAVY) EQP - ERW PIPE,IS: 1239 PLAIN AT ENDS</p> <p>Category not available on GeM for the text string uploaded by the buyer</p>
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> MS ERW Pipe for Bus Body Building Parts as per IS 3601 (Latest)
बीओक्यू शीर्षक /BOQ Title	ERW MS PIPES RTPS AND MTPS
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
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) *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

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों 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 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	7
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
प्राथमिक उत्पाद श्रेणी/Primary product category	360112280000
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	7 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Item wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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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).	24

(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
Contracts and Materials, HQ, KOLKATA, Damodar Valley Corporation, Ministry of Power
(Damodar Valley Corporation)

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

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement (Preference to Make-in-india) order 2017 date 16.09.2020 (as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order (as amended and applicable time to time)

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
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25

Limited Tender

Limited Tender Applicable	Yes
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Reason	It will not be in public interest to procure the goods through advertised tender enquiry. Sufficient reasons for the same have been recorded in writing by the competent authority.
List of Seller Organization for participation	GAJANAN TUBES PVT LTD, UTKARSH INDIA LIMITED, SURYA ROSHNI LIMITED, NEZONE TUBES LIMITED, HI-TECH PIPES LTD, APL APOLLO TUBES LIMITED, P.S. STEEL TUBES PRIVATE LIMITED, INDUS TUBES LIMITED, NIPPON TUBES LIMITED, SHRI BAJRANG POWER AND ISPAT LIMITED

1. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

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

3. 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.

4. 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

मूल्यांकन विधि(मदवार मूल्यांकन विधि) / Evaluation Method (Item Wise Evaluation Method)

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

मूल्यांकन अनुसूचियां / Evaluation Schedules	वस्तु/श्रेणी / Item/Category	मात्रा / Quantity
Schedule 1	360112280000	20
Schedule 2	360122001002	920
Schedule 3	360502991032	500
Schedule 4	360122071000	72
Schedule 5	360122001015	1250
Schedule 6	360122001015	900
Schedule 7	360122001015	3600
Schedule 8	360122011000	66
Schedule 9	360122091000	120
Schedule 10	360122031000	66
Schedule 11	360122031000	300
Schedule 12	360122061000	72
Schedule 13	360122061000	500
Schedule 14	360103301007	400
Schedule 15	360122021000	66
Schedule 16	360122041000	66
Schedule 17	360122001014	72
Schedule 18	360122001003	200
Schedule 19	360122051000	72

360112280000

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Suraj Lakra	722183,Office of the Store In Charge, Central Stores, Mejia Thermal Power Station (MTPS)- DVC, Mejia	20	90

360122001002

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Suraj Lakra	722183,Office of the Store In Charge, Central Stores, Mejia Thermal Power Station (MTPS)- DVC, Mejia	920	90

360502991032

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

क्र.सं./S.N o.	परिषीती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Suraj Lakra	722183,Office of the Store In Charge, Central Stores, Mejia Thermal Power Station (MTPS)- DVC, Mejia	500	90

360122071000

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

क्र.सं./S.N o.	परिषीती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Basudeb Sheet	723133,Damodar Valley Corporation (RTPS), PO : Nildih, Dumdumi, Purulia	72	90

360122001015

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Basudeb Sheet	723133,Damodar Valley Corporation (RTPS), PO : Nildih, Dumdumi, Purulia	1250	90

360122001015

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Suraj Lakra	722183,Office of the Store In Charge, Central Stores, Mejia Thermal Power Station (MTPS)- DVC, Mejia	900	90

360122001015

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Suraj Lakra	722183,Office of the Store In Charge, Central Stores, Mejia Thermal Power Station (MTPS)- DVC, Mejia	3600	90

360122011000

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Basudeb Sheet	723133,Damodar Valley Corporation (RTPS), PO : Nildih, Dumdumi, Purulia	66	90

360122091000

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Basudeb Sheet	723133,Damodar Valley Corporation (RTPS), PO : Nildih, Dumdumi, Purulia	120	120

360122031000

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Basudeb Sheet	723133,Damodar Valley Corporation (RTPS), PO : Nildih, Dumdumi, Purulia	66	120

360122031000

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
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BOQ Detail Document[View File](#)

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Suraj Lakra	722183,Office of the Store In Charge, Central Stores, Meja Thermal Power Station (MTPS)- DVC, Meja	300	120

360122061000

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications**Specification Document**[View File](#)**BOQ Detail Document**[View File](#)

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Basudeb Sheet	723133,Damodar Valley Corporation (RTPS), PO : Nildih, Dumdumi, Purulia	72	120

360122061000

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Suraj Lakra	722183,Office of the Store In Charge, Central Stores, Mejia Thermal Power Station (MTPS)- DVC, Mejia	500	120

360103301007

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
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परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Suraj Lakra	722183,Office of the Store In Charge, Central Stores, Mejia Thermal Power Station (MTPS)- DVC, Mejia	400	90

360122021000

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local

Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)**तकनीकी विशिष्टियाँ /Technical Specifications**

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Basudeb Sheet	723133,Damodar Valley Corporation (RTPS), PO : Nildih, Dumdumi, Purulia	66	90

360122041000

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
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परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Basudeb Sheet	723133,Damodar Valley Corporation (RTPS), PO : Nildih, Dumdumi, Purulia	66	90

360122001014

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Basudeb Sheet	723133,Damodar Valley Corporation (RTPS), PO : Nildih, Dumdumi, Purulia	72	90

360122001003

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Suraj Lakra	722183,Office of the Store In Charge, Central Stores, Mejia Thermal Power Station (MTPS)- DVC, Mejia	200	90

360122051000

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

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

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Basudeb Sheet	723133,Damodar Valley Corporation (RTPS), PO : Nildih, Dumdumi, Purulia	72	90

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

1. Generic

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

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Damodar Valley Corporation invites electronic tenders **(Single Stage-Two Envelope Basis) Limited with reverse e-auction** for the under mentioned Supply 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/>]

The bid will be considered only if it has been submitted by Enlisted Vendors only

Any bids submitted by vendors other than those listed below, or by distributors/dealers who are not specifically enlisted bidder shall be rejected outright.

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

Note:

SDBG: The deduction shall be made on a pro-rata basis.

- Statutory taxes whichever is applicable, will be deducted from the bills.
- GST will be applicable as GOI rule.
- Materials to be received at the respective consignee's end and Bill & Payment has to be processed from respective Accounts of consignee station.

For DVC Stations at West Bengal (DTPS, MTPS, DSTPS & RTPS) GST no. shall be **19AABCD0541M1Z
O**

- 3) **DELIVERY OF MATERIAL:** As per GeM BID/Contract.
- 4) **DESPATCH OF MATERIAL:** The materials are to be delivered to the consignee's store, MTPS & RTPS at the own cost & arrangement of the supplier.
- 5) **INSPECTION/CHECKING/TESTING:** All materials to be manufactured/ supplied by you against this enquiry shall be accepted subject to final inspection/check/test by the purchaser or his authorized representative after arrival at site as per clause mentioned under terms & conditions of the specification sheet. If upon delivery, the material does not meet the specifications the material shall be rejected, and you will be intimated for replacement. In such cases all expenses including to-and-fro freight, repacking charges etc., if required shall be to your account.
- 6) **REMOVAL OF REJECTED GOODS AND REPLACEMENT:**
 - I. If upon delivery to consignee's go-down, whether inspected and approved earlier or otherwise, the material / equipment is not found in conformity with the Specifications, the same shall be rejected by the Purchaser or his duly authorized representative and notification to this effect will be issued to the Vendor normally within 30 days from the date of Receipt of the material at the Works / Site / consignee's end. The Vendor on receipt of notification shall arrange removal of the rejected items within 15 days from the date of notification at his own cost. In the event the Vendor fails to lift the materials within the said 15 days, the consignee or his authorized representatives without any further notice or information to the vendor, shall be at liberty to dispose of such rejected items in any manner as he may think fit. All expenses shall be recoverable from the Vendor.
 - II. In the event, the equipment and materials or any portion thereof are damaged or lost during transit, the consignee or his authorized representatives shall give notice to the Supplier/vendor detailing the particulars of such equipment & materials damaged or lost during transit. The replacement of such equipment and materials to be affected by the supplier / vendor free of costs including handling and transportation charges upto site, within a reasonable time.
- 7) **GRAFTS / COMMISSION:** Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Supplier or his partner, agent officers, director, employee or servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other Contract with the Owner, shall in addition to any criminal liability which it may incur, subject the Supplier to the cancellation of this and all other Contracts and also to pay for any loss or damage to the Owner resulting from such cancellation. The Owner shall then be entitled to deduct the amount so payable from any money otherwise due to supplier.
- 8) **GUARANTEE/WARRANTY:** - 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 18 months from the date of delivery or 12 months from the date of commissioning whichever is earlier. The date of delivery to be reckoned as the date of receipt of the material by the consignee. The bidder shall agree to replace any material, which has been proved defective or fails to conform to the desired specifications free of cost and risk to the DVC within the Guarantee Period. The guarantee period for such replaced material shall be the

same as that of materials specified earlier.

If the successful bidder is authorized dealer/agent of the manufacturer, then they shall have to arrange the 'Guarantee Certificate' of the materials from their respective manufacturer and the same has to be produced along with each bill / invoice for payment action.

9) PACKING AND MARKING: All goods shall be securely packed in cases, bundles, threads etc. suitable for Rail/Road/Air/Sea transport. All exposed services/connections, protrusions shall be properly protected. All unexposed parts shall be packed with due care and the packages should bear the words '**HANDLE WITH CARE**'. The packing of the goods to be transported by Rail/Road/Air/Sea shall be as per the conditions laid down by the appropriate authorities and the vendor shall obtain clean railway/goods receipts without any qualifying remarks. All packages and unpacked materials shall be marked on at least 2 (Two) places indicating the name of the purchaser/consignee, PO No., Gross and Net Weight and Dimensions with indelible paints in English. In case of bundles, metallic plates marked with the above details shall be tagged. All goods should be dispatched as per the relevant terms of the PO. In case of any mode of transport as to be resorted to other than that mentioned in the PO, the same should be done only after obtaining prior approval in writing from the purchaser. All movements sanction, loading permissions etc. from Railway or other authorities shall be obtained by the vendor. The vendor shall communicate the relevant dispatch particulars immediately on dispatch by telex/telegram/fax to the consignee as specified in the PO. The vendor shall also forward original and copies of dispatch documents to the concerned authorities as required in the PO within 2 days from the date of dispatch, failing which the vendor shall be responsible for any delay in payment of consignment for wants of documents and consequent demurrage, detention charges etc.

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

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

10) TRANSIT INSURANCE: Arrangements for transit insurance can be made by DVC as per the Mega Risk Policy arranged with the existing underwriter as per time being imposed.

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

12) 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/).

13) 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.

14) LD CLAUSE: As per GeM GTC- If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.

15) SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE:

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.

16) RISK PURCHASE CLAUSE: As per GCC

17) 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.

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

19) SETTLEMENT OF DISPUTES & ARBITRATION:

1.Any disputes, differences, or controversies between the Parties shall be resolved through the following modes of dispute resolution in the matter set out hereunder:

- (i) Mutual Consultation between the Parties.
- (ii) Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD);
- (iii) Dispute Avoidance Mechanism through Independent Engineer (IE); and/or
- (iv) Conciliation Committee of Independent Experts (CCIE).

20.Any dispute, difference, or controversy between the Parties shall be resolved, at the first instance, through Mutual Consultation between the Parties in the manner set out hereunder:

If the Executing Department and the Contractor fails to resolve the dispute, difference, or controversy, then the Contractor shall refer the dispute in writing for settlement of such dispute or difference through Mutual Consultation to the concerned Head of Project of DVC (in case of tender issued from site)/concerned GM/SGM/CGM/ED of executing department (in case of tender issued from H/Q).

The concerned Head of Project of DVC (in case of tender issued from site) / concerned GM/SGM/CGM/ED of executing department (in case of tender issued from H/Q) shall send a communication within 7 working days thereby inviting the Contractor to depute a team of their representatives to interact with GM/SGM/CGM/ED (C&M)-HQ.

GM/SGM/CGM/ED (C&M)-HQ will obtain the details and examine the correspondence of either parties relating to disputes, normally within 10 days. They may hold discussions with the team of Contractor and Head of Project of DVC or his authorized representative (in case of tender issued from site) / concerned GM/SGM/CGM of executing department (in case of tender issued from H/Q) to crystallize the issues; prepare the agenda containing the gist on each dispute and the matter then be referred to the ED level standing Committee of DVC comprising of concerned ED of the user Department, ED (C&M), and ED (Finance) for amicable settlement of disputes with the Contractor with ED (C&M) being the Convener and ED of the User Department being the Chairman of the committee.

The recommendations of the Committee shall be put up to Chairman, DVC for settlement of the dispute with the Chairman /CMD of the Contractor.

21) In the event such dispute, difference, or controversy cannot be settled through Mutual Consu

Itation as set out above, the following procedure shall be followed for settlement of such dispute, difference, or controversy:

- ii. If the Contractor is a Central Public Sector Enterprise (CPSE)/Port Trust/Government Department or Organization (Central or State), such dispute, difference, or controversy shall be resolved through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No 05/003/2019-FTS-10937 dt. 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both parties. However, disputes relating to Railways, Income Tax, or Excise and Customs Departments shall not be resolved through AMRCD.
 - iii. If the Contractor/dispute is not covered under Clause 3.1 of SETTLEMENT OF DISPUTES & ARBITRATION, such dispute, difference, or controversy shall be resolved in the following manner:
 - i. The dispute, difference, or controversy shall be resolved through reference to the Independent Engineer (IE) selected in accordance with Clause 3.4 of SETTLEMENT OF DISPUTES & ARBITRATION and the said Independent Engineer (IE) shall resolve the dispute in terms of Ministry of Power OM No. 15-18/1/2020-HYDEL-II(MoP) dt. 27/09/21 as clarified/amended by Ministry of Power OM No. 15-18/1/2020-HYDEL-II (MOP) dt. 18/10/2023 (including any other guidelines/SOPs issued by the appropriate authorities in this regard).
 - ii. In the event either Party is aggrieved by the decision of the Independent Engineer (IE), the matter may be referred to the Conciliation Committee of Independent Experts (CCIE) in accordance with the procedure laid down in Ministry of Power OM No. F. No 11/22/2021-Th.II dt. 29/12./21 as amended/clarified by OM No. F. No 11/22/2021-Th.II dt. 18/10/23. However, neither party shall be entitled to proceed to arbitration in the event of failure to settle the dispute, difference, or controversy through the CCIE mechanism. Further, the expenses of the CCIE process (including fees and expenses of CCIE members) shall be shared by the Parties equally.
- 2) The Parties shall agree on the appointment of an Independent Engineer (IE) from the Panel maintained by the Ministry of Power at the time of Award of Contract or reasonably soon thereafter. However, if the Parties are unable to agree on such appointment, DVC shall select the Independent Engineer (IE) from the Panel maintained by the Ministry of Power. All other aspects relating to the appointment, selection, removal, and payment of the Independent Engineer (IE) shall be as per Ministry of Power OM No. 15-18/1/2020-HYDEL-II(MoP) dt. 27/09/21.
- 3) Subject to the provisions of the preceding sub-clauses, the competent courts having jurisdiction over the headquarters of DVC at Kolkata shall have sole and exclusive jurisdiction over all disputes, differences, or controversies between the Parties.
- 4) Notwithstanding anything contained in the preceding sub-clauses,
- i. The dispute resolution methods specified in Sub-Clause 3 of SETTLEMENT OF DISPUTES & ARBITRATION shall be governed as per the latest Office Memorandums/Guidelines/Clarifications issued by the appropriate authorities from time to time. In case of any dispute regarding the applicability of any Office Memorandum /Guidelines/Clarifications pertaining to any of the dispute resolution methods mentioned in Sub-Clause 3 of SETTLEMENT OF DISPUTES & ARBITRATION, the decision of DVC shall be final and binding.
 - ii. The Parties may, by an agreement in writing, alter the order in which the different dispute resolution methods referred to in Clause 3 of SETTLEMENT OF DISPUTES & ARBITRATION may be resorted to and/or decide to have any dispute, difference, or controversy heard and adjudicated by a particular forum/court to the exclusion of other forums.

22) ARBITRATION:

- a. Any dispute in respect of which a notice of intention to commence arbitration has been given, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Facilities.
- b. Any dispute submitted by a party to arbitration shall be heard by an arbitration panel composed of three a

arbitrators, in accordance with the provisions set forth below.

- c. The Employer and the Contractor shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrators do not succeed in appointing a third arbitrator within twenty-eight (28) days after the latter of the two arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority for arbitrator designated in the SCC.
- d. If one party fails to appoint its arbitrator within forty-two (42) days after the other party has named its arbitrator, the party which has named an arbitrator may request the Appointing Authority to appoint the second arbitrator.
- e. If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws as mentioned in GCC Clause 30 (Governing Law) and a substitute shall be appointed in the same manner as the original arbitrator.
- f. Arbitration proceedings shall be conducted as follows:
 - (i) Appointing Authority for first Arbitrator: Chairman of DVC.

Appointing Authority for third Arbitrator:
 - a) President, Institution of Engineers in case of an Indian Contractor.
 - b) President, International Chambers of Commerce, Paris in case of a Foreign Contractor.
 - (ii) Rules of procedure for arbitration proceedings:
 - a) In case of a foreign contractor the arbitration proceeding shall be conducted in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976.
 - b) In case of an Indian Contractor, the arbitration proceedings shall be conducted in accordance with Indian Arbitration and Conciliation Act 1996 and amendments thereto.
 - (iii) The Place for Arbitration shall be: Kolkata, India
- g. The decision of a majority of the arbitrators (or of the third arbitrator chairing the arbitration panel, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.
- h. The arbitrator(s) shall give reasoned award.

23) Notwithstanding any reference to the arbitration herein,

- (a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree
- (b) The Employer shall pay the Contractor any monies due to the Contractor.

24) Arbitration Awards:

In cases where DVC has challenged an arbitral award and, as a result, the amount of the arbitral award has not been paid, 75% of the arbitral award (which may include interest up to date of the award) shall be paid by DVC to the contractor/ concessionaire against a Bank Guarantee (BG). The BG shall only be for the said 75% of the arbitral award as above and not for the interest which may become payable to DVC should the subsequent court order require refund of the said amount.

The payment may be made into a designated Escrow Account with the stipulation that the proceeds will be used first, for payment of lenders' dues, second, for completion of the project and then for completion of other projects of DVC as mutually agreed/ decided. Any balance remaining in the escrow account subsequent to set

tlement of lenders' dues and completion of projects of DVC may be allowed to be used by the contractor/ concessionaire with the prior approval of the lead banker and DVC. If otherwise eligible and subject to contractual provisions, retention money and other amounts withheld may also be released against BG.

23) 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.

24) FRAUD PREVENTION POLICY:

The contractor along with their associate /collaborator /sub-contractors /sub-vendors /consultants /service providers shall strictly adhere to the Fraud Prevention Policy of DVC.

The Contractor along with their associate /collaborator /sub-contractors /sub-vendors /consultants /service providers shall observe the highest standard of ethics and shall not indulge or allow anybody else working in their organization to indulge in fraudulent activities during execution of the contract. The contractor shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to their notice.

a) POLICY OBJECTIVES:

The "Fraud Prevention Policy" has been framed to provide a system for detection and prevention of fraud, reporting of any fraud that is detected or suspected and fair dealing of matters pertaining to fraud. The policy will ensure and provide for the following:

- (i) To ensure that management is aware of its responsibilities for detection and prevention of fraud and for establishing procedures for preventing fraud and/or detecting fraud when it occurs.
- (ii) To provide a clear guidance to employees and others dealing with DVC forbidding them from involve

ment in any fraudulent activity and the action to be taken by them where they suspect any fraudulent activity.

(iii) To conduct investigations into fraudulent activities.

(iv) To provide assurances that any and all suspected fraudulent activity will be fully investigated.

b) SCOPE OF POLICY:

The policy applies to any fraud, or suspected fraud involving employees of DVC as well as representatives of vendors, suppliers, contractors, consultants, service providers or any outside agency(ies) doing any type of business with DVC.

c) DEFINITION OF FRAUD:

As per Section 447 of the Companies Act, 2013, "Fraud" in relation to affairs of a company or anybody corporate, includes any act, omission, concealment of any fact or abuse of position committed by any person or any other person with the connivance in any manner, with intent to deceive, to gain undue advantage from , or to injure the interests of, the company or its shareholders or its creditors or any other person, whether or not there is any wrongful gain or wrongful loss. "Wrongful gain" means the gain by unlawful means of property to which the person gaining is not legally entitled. "Wrongful loss" means the loss by unlawful means of property to which the person losing is legally entitled.

d) ACTIONS CONSTITUTING FRAUD:

While fraudulent activity could have a very wide range of coverage, the following are some of the act(s), which constitute fraud.

The list given below is only illustrative and not exhaustive: -

- (i) Forgery or alteration of any document or account belonging to the Company.
- (ii) Forgery or alteration of cheque, bank draft or any other financial instrument etc.
- (iii) Misappropriation of funds, securities, supplies or other assets by fraudulent means etc.
- (iv) Falsifying records such as pay-rolls, removing the documents from files and /or replacing it by a fraudulent note etc.
- (v) Wilful suppression of facts/deception in matters of appointment, placements, submission of reports, tender committee recommendations etc. as a result of which a wrongful gain(s) is made to one and wrongful loss(s) is caused to the others.
- (vi) Utilizing Company funds for personal purposes.
- (vii) Authorizing or receiving payments for goods not supplied or services not rendered.
- (viii) Destruction, disposition, removal of records or any other assets of the Company with an ulterior motive to manipulate and misrepresent the facts so as to create suspicion/suppression/cheating as a result of which objective assessment/decision would not be arrived at.
- (ix) Any other act that falls under the gamut of fraudulent activity.

e) REPORTING OF FRAUD:

Any employee of DVC, representative of vendors, suppliers, contractors, consultants, service providers or any other agency(ies) doing any type of business with DVC as soon as he / she comes to know of any fraud or suspected fraud or any other fraudulent activity must report such incident(s). Such reporting shall be made to the designated Nodal Officer(s), nominated in every project/Corporate Office. The reporting of the fraud normally should be in writing. In case the reporter is not willing to furnish a written statement of fraud but is in a position to give sequential and specific transaction of fraud/suspected fraud, then the Nodal Officer should record such details in writing as narrated by the reporter and also maintain the details about the identity of the official / employee / other person reporting such incident. Reports can be made in confidence and the person to whom the fraud or suspected fraud has been reported must maintain the confidentiality with respect to the reporter and such matter should under no circumstances be discussed with any unauthorised person.

f) INVESTIGATION PROCEDURE:

- (i) The "Nodal Officer" shall, refer the details of the Fraud/suspected fraud to the Vigilance Department of DVC, for further appropriate investigation and needful action.
- (ii) This input would be in addition to the intelligence, information and investigation of cases of fraud being investigated by the Vigilance Deptt. of their own as part of their day-to-day functioning.
- (iii) After completion of the investigation, due & appropriate action, which could include administrative action, disciplinary action, civil or criminal action or closure of the matter (if it is proved that fraud is not committed etc.) depending upon the outcome of the investigation shall be undertaken under the relevant rules of DVC.
- (iv) Vigilance Department shall apprise "Nodal Officer" of the results of the investigation undertaken by them. There shall be constant coordination maintained between the two.

g) RESPONSIBILITY FOR FRAUD PREVENTION:

Every employee of DVC, representative of vendors, suppliers, contractors, consultants, service providers or any other agency(ies) doing any type of business with DVC, is expected and shall be responsible to ensure that there is no fraudulent act being committed in their areas of responsibility/control. As soon as it is learnt that a fraud or suspected fraud has taken or is likely to take place, they should immediately apprise the same to the concerned as per the procedure.

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

26) **PAYING AUTHORITY:** Sr. Manager (Finance), MTPS and RTPS, DVC

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

The Vendors on award of contract need to register themselves & submit their contract related bills online. After submission of the bill, a cover letter containing unique bill ID shall be generated which must be submitted to DVC along with other payment related documents in hardcopy.

28) REQUIRED DOCUMENTS FOR MATERIALS:

1	Guarantee/Warranty Certificate
2	Material test certificate: Manufacturer test certificate / Material test certificate to be furnished at the time of supply of materials.

29) OTHER TERMS & CONDITIONS:

1	Part Payment against Part Supply applicable.
2	Pipe Standard: The thickness of the different sizes of pipes are to be in line with IS 1239. The end of the pipes should be IS Marked and manufacturers name on it.

30) **Any Other Terms and conditions** which are not specifically mentioned in the Terms and conditions of the GeM BID/NIT & ATC (document attached) shall be guided by GeM GTC and DVC's G.C.C as per applicable

ility. Bidders are requested to visit Website www.dvc.gov.in and www.dvctender.com for getting DVC's G.C.C. & DVC website for GeM GTC. In case of an irreconcilable conflict in the Terms & Conditions, the following shall prevail in order of precedence:

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

31) **ACCEPTANCE OF CONTRACT:** On issuance of contract, the contractor (L1 bidder), shall acknowledge receipt and convey his acceptance by returning the duplicate copy of this Work Order duly signed with company seal and date within 10 days to the Work Order Issuing Authority and if the acknowledgment is not received in 10 days it shall be presumed that the contractor (L1 bidder) has accepted the complete Contract.

3. 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. 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.

16. 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.

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by 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---