



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/5625057  
Dated/दिनांक : 05-12-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	02-01-2025 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	02-01-2025 11:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Power
Department Name/विभाग का नाम	Contracts And Materials
Organisation Name/संगठन का नाम	Damodar Valley Corporation
Office Name/कार्यालय का नाम	Damodar Valley Corporation
Total Quantity/कुल मात्रा	6
Item Category/मद केटेगरी	SUPER METAL BELZONA-1111 (1 KG PACK)
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	SUPER METAL BELZONA-1111 (1 KG PACK)
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Set of Used Light Weight Jute Sacking Bags for Packing 50 Kg Food Grain (1 Set = 100 Bags), Non woven bags, Bay Leaf, Rack Steel Adjustable (JSS Specification), Mancozeb 75 % WP as per IS 8708, Cap FS Disruptive (JSS), Sulphur Powder as per IS:3383, Poppy Seed, Super Bearing Grease, Cotton Cloth Bag for Seed Packing - Capacity From 0.75 Kg to 12 Kg
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• AutomationTestCategory_DoNotUse
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC),OEM Authorization Certificate *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No

<b>Bid Details/बिड विवरण</b>	
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Single Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	3 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Arbitration Clause</b>	No
<b>Mediation Clause</b>	No

**EMD Detail/ईएमडी विवरण**

Required/आवश्यकता	No
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**ePBG Detail/ईपीबीजी विवरण**

Required/आवश्यकता	No
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**MII Purchase Preference/एमआईआई खरीद वरीयता**

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. 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.

**Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :**

Techno Commercial Sheet - [1732104286.xlsx](#)

**SUPER METAL BELZONA-1111 (1 KG PACK) ( 6 packet )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Basudeb Sheet	723133,Raghunathpur Thermal Power Station (RTPS)- DVC, Technical Building, Dumdumi, District- Purulia	6	60

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

**1. Generic**

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

**2. Generic**

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

Sr. Manager(Mechanical),  
Store Section,  
Raghunathpur Thermal Power Station,DVC,  
Dumdumi, PO-Nildih,  
Purulia-723133,WB

**3. Generic**

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

4. **Generic**

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 2 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

5. **Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

6. **Generic**

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

7. **Generic**

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

8. **Generic**

**Manufacturer Authorization:** Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

9. **Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

10. **Generic**

The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price:

Inclusive

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11. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

12. **Inspection**

Materials shall be guaranteed for 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier.

13. **Scope of Supply**

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

14. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

15. **Certificates**

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

16. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**Bidder must ensure compliance of document attached in "Buyer Added Specific Bid Document" and accept all terms & conditions of bid.**

**Required Documents:**

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1. **Manufacturer's Standard Guarantee/Warranty Certificate:** - Manufacturer shall warrant that all materials supplied under this order shall be sealed, new, unused and conform to the purchasers /owner's requirements and specifications as mentioned in this PO. The Vendor shall guarantee the materials under this order for a period of 18 months from the date of delivery or 12 months from the date of commissioning, whichever is earlier. Within the Guarantee/Warranty Period if any material is found to be defective due to defective material / defective design / defective manufacturing process / poor raw material /Improper packaging/ bad workmanship, these shall be remedied free of cost by the vendor. The guarantee period for such replaced part shall be the same as that of materials specified earlier.

**Other Terms and Conditions:**

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1. **Consignment:** Materials are to be delivered to RTPS Store in single consignment only in company sealed pack.
  2. **Bid Evaluation:** Bid evaluation to be done on summary wise L1 basis.
  3. **Authorisation Certificate:** Bidder must have to submit bid specific authorisation certificate along with the bid documents from Authorised Belzona Distributor of India, failing which the participation of the bidder shall stand cancelled.

For clarification regarding technical specification please contact: Sr. Manager (Mech.), Raghunathpur Thermal Power Station, DVC, Dumdumi, PO-Nildih, Purulia-723133.Email: [swapan.singha@dvc.gov.in](mailto:swapan.singha@dvc.gov.in);[biswajit.kar@dvc.gov.in](mailto:biswajit.kar@dvc.gov.in).

For clarification regarding payment please contact: Sr. Manager (Finance), RTPS & DVC HQ. Email: [rajasagar.singh@dvc.gov.in](mailto:rajasagar.singh@dvc.gov.in), [supriyo.barua@dvc.gov.in](mailto:supriyo.barua@dvc.gov.in)

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**LIST OF DOCUMENTS TO BE ENCLOSED WITH BID DOCUMENTS:**

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- PAN
  - GST
  - Bank Detail
  - Techno-commercial sheet duly filled up and signed.
  - DVC GCC acceptance unconditionally
  - No Relation Certificate with DVC in letter head

- BASIC INFORMATION Form
- Acceptance of all terms & conditions
- Letter of Bid
- Affidavit duly notarized in non-judicial stamp paper for genuineness of furnished data in offer.
- Certificate FOR COMPLIANCE OF GOI's ORDERS (Format attached in ATC)
- Form-A
- Valid authorization certificate if required containing GeM bid no.
- Specification of offered materials.
- Power of Attorney or authorization of signatory who is signing the bid.

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The bidder(s) are requested to kindly furnish all the filled up Proforma / forms in the following section, along with the company owner / proprietor / partner details such as email id, Contact no., Designation, Office address for our records. All the attached documents along with Buyers added ATC need to be furnished (Duly signed and stamped) by the participating bidders for acceptance of the same.

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**SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE/e-PBG:**

SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE/e-PBG is not applicable as contract value is less than 05 Lacs as per terms & conditions in GeM portal.

**DETAILS OF OUR BANKER:**

Name of Bank: CANARA BANK Branch  
 Name: Raghunathpur Thermal Power Station Branch  
 IFSC: CNRB0006777  
 Account No.: 3402201000028  
 Account Type: Current Branch Code: 6777  
 Address: Dumdumi, PO -Nildih, Purulia, West Bengal, Pin code: 723133.

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- a) Any addendum/corrigendum/extension, if required, pertaining to this NIT will be hosted on Government e-Marketing (GeM) [URL: <https://gem.gov.in/>] only. Bidders are requested to visit website Government e-Marketing (GeM) [URL: <https://gem.gov.in/>] regularly for any addendum/corrigendum/extension till opening of tender. It will be assumed that the information contained therein have been taken into account by the Bidder in their bid.
- b) Bidders must positively submit their bids online on the Government e-Marketing (GeM) [URL: <https://gem.gov.in/>] and submit their bids online in GeM portal.
- c) DVC shall not be responsible in any way for any delay/ difficulties/ inaccessibility of the downloading or uploading facility from the website for any reason whatsoever.
- d) DVC reserves the right to reject any or all bids or cancel/ withdraw the Invitation for bids without assigning any reason whatsoever and in such case no bidder/intending bidder shall have any claim arising out of such action.
- e) Tenderers will be solely responsible for the correctness/genuineness of the downloaded tender documents from the GeM Portal. If the offer submitted through the downloaded tender documents which are incomplete, or with changed contents, the offer will summarily be rejected.
- f) Notwithstanding anything stated above, the owner reserves the right to request for any additional information and reserves the right to reject the tender of any bidder, if in the opinion of the owner, the qualification data/requested information is incomplete and/or the bidder is found not qualified to satisfactorily perform the job.
- g) Bidders are advised to go through "Training Module in GeM", "GeM Terms & Condition", "GeM GTC" & "FAQ" links available on the login page of the GeM portal for guidelines, procedures & system requirements. In case of any technical difficulty, Bidders may contact the help desk numbers & email ids mentioned at the GeM portal.
- h) All suits arising out of the enquiry and subsequent Work Order if any, are subject to the jurisdiction in the City of Kolkata only.

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**COST OF BIDDING:**

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

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**CLARIFICATION ON BIDDING DOCUMENTS:**

- a) A prospective bidder requiring any clarification to the bidding documents may notify DVC only through GeM Platform or e-mail to the officers specially assigned for receiving queries as mentioned above in the NIT up to the last date for submission of bids. The Employer will respond through website to any request for clarification of the bidding documents. 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.
- b) The Bidder is advised to visit and examine the site where the facilities are to be installed and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for supply and installation of the facilities. The costs of visiting the site shall be borne by the bidder fully.
- c) The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

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**AMENDMENT TO BIDDING DOCUMENTS:**

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- a) At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents after due approval of Tender Inviting Authority.
- b) The amendment will be notified only at <https://gem.gov.in/> and will be binding on them. It will be assumed that the information contained therein have been taken into account by the Bidder in its bid.
- c) In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, the Employer may, at its discretion, extend the deadline for the requesting/ downloading/ submission/ uploading of bids.

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**PRICE BASIS:** FOR- RTPS, DVC.

**PRICE BID DISCLOSURE:** If any price component related to subject NIT in full or in part is exposed and found with its techno commercial offers, the offer shall out rightly be rejected and will not be considered further. Offers should invariably be kept open for acceptance for 90 days from the date of opening of the tender.

**PAYMENT TERM:** 100% payment along with applicable Taxes & duties will be released within ten (10) days of issuance of consignee receipt-cum-acceptance certificate (CRAC) and online submission of bills.

**TAXES AND DUTIES:** Taxes and duties will be inclusive of quoted prices.

**LD CLAUSE:** For procurement through GeM, LD shall be 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value.

**RISK PURCHASE CLAUSE:** Alternatively, in connection of LD clause, the Purchaser reserves the right to purchase the material from 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.

Alternatively, the Purchaser may cancel the Order completely or partly without prejudice to his right under the alternatives mentioned above.

In the event of recourse to alternative (1) and (2) above, the Purchaser will have the right to repurchase the stores, to meet urgency in requirement caused by Vendor failure to comply with the schedule of delivery irrespective of the fact whether the materials are similar or not.

Supplies must be strictly in accordance with specifications etc. furnished or approved by the DVC.

Suppliers will be responsible for deviation in respect of technical specifications and commercial terms and conditions whatsoever.

**INSPECTION:** Goods supplied will always be subject to our inspection on arrival at the destination. The supplier will be held responsible for the stores not being sufficiently and properly packed at his expenses for transport to be quoted by the Bidder; so as to ensure them being free from loss or injury at their destination. In accepting the order, you are understood to accept to all responsibilities for any infringement in registered design, trademark, patent rights etc.

**TRANSIT INSURANCE:** Arrangements for transit insurance can be made by DVC as per Mega Risk Policy arranged with existing underwriter as per time being imposed. Goods are to be delivered at consignee's store.

**FORCE MAJEURE:** It will be guided as per GeM GTC and Clause No. 16 of GCC 2022.

**LIMITATIONS OF LIABILITY:** Except in cases of Criminal Negligence or wilful misconduct, 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 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.

**DELIVERY POINT:** DVC RTPS Store.

**DVC GENERAL CONDITIONS OF CONTRACT (GCC) & GeM GTC:** The terms and conditions not mentioned herein shall be as per DVC GCC 2022 and GeM GTC as applicable. For DVC GCC please visit [https://www.dvc.gov.in/cms-web/general\\_conditions\\_Contract](https://www.dvc.gov.in/cms-web/general_conditions_Contract) and for GeM GTC, please visit [www.gem.gov.in](http://www.gem.gov.in). If any contradiction arises between the conditions mentioned in DVC GCC & GeM GTC, latter shall prevail.

**PUBLIC PROCUREMENT CLAUSE:** Public Procurement (Preference to Make in India), Order 2017 of GOI, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi, No.- P45021/2/2017 -B.E.-II dated 15.06.2017 as amended by Order No.- P-45021/2/2017-B.E.-II dated 28.05.2018 and Order No.- P- 45021/2/2017-B.E.-II dated 29.05.2019 and finally revised on 04.06.2020 is applicable for the subject procurement.

**PURCHASE PREFERENCE:** All the small manufacturing & NSIC registered firms quoting rates within +15 % of the L1 offer may be offered up to 25% of the tendered quantity provided that they are willing to match the price of L1. In case more than one MSME tenderer falling within this purview, the total quantity of 25 % may be split amongst them proportionately. They should also meet qualification criteria specified in the tender documents. A further 4% within this 25% will be reserved for MSME firms owned by SC/ST entrepreneur.

**CANCELLATION/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. (g), (h) & (f) 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.



formance 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 a 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 any thing 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.

**Bill Tracking System:** It has been advised 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.

**VERIFICATION OF DOCUMENTS:** Scanned copies of all the required documents for meeting the qualifying criteria of the tender along with the bid documents shall have to be uploaded in GeM portal during submission of bid online for techno-commercial evaluation & compliance thereof. Tenders will be processed on the basis of scan copy of the documents submitted by the bidders.

**INTRASTATE E-WAY BILL:** As per latest Government Notification no 13/2018 -C.T/GST dtd 06/06/18 for movement of Goods (more than Rs 1 Lakh ) within W.B intrastate e-way bill is required.

**GST:** Valid copy of GST Registration certificate is to be furnished along with the quotation. GST will be paid as per actual rate on production of documentary evidence.

**SETTLEMENT OF DISPUTES & ARBITRATION:** Settlement of disputes shall be as per Clause No. 20 of Optional terms & conditions of GCC. GCC shall be as per W&P Manual 2022.

**CONSIGNEE:** SE(M), (basudeb.sheet@dvc.gov.in), RTPS Stores, RTPS, DVC, Raghunathpur, Vill.- Dumdumi, P.O.-Nildih, Distt.- Purulia, West Bengal-723133. For Road Permit contact SDE(M), Stores, RTPS, DVC. E-mail: [vikas.kumar@dvc.gov.in](mailto:vikas.kumar@dvc.gov.in), Ph-9002766691

**PRICE REASONABILITY CERTIFICATE(PRC):** To be submitted stating that the quoted rates are reasonable and same as charged to the other Govt. Organizations / PSUs.

**ACCEPTANCE OF PO:** On issuance of contract, the contractor 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.

**COMMUNICATION DETAILS:** - The names and designation along with e-mail address of two officers specially assigned for receiving (i) Envelope -1 (Hardcopy documents) (offline), (ii) future correspondence and (iii) the hard copies (offline) of the supporting documents as asked in the NIT, are mentioned below:

- i. Shri Swapan Singha, Sr. Manager (M), CHP, RTPS, DVC. Mob. No. 6201970263; Email id: [swapan.singha@dvc.gov.in](mailto:swapan.singha@dvc.gov.in)
- ii. Shri Biswajit Kar, Manager (M), CHP, RTPS, DVC. Mob. No. 7679098685; Email id: [biswajit.kar@dvc.gov.in](mailto:biswajit.kar@dvc.gov.in)

**Address for communication:**

Sr. Manager (Mech),  
CHP Section,  
Raghunathpur Thermal Power Station, DVC,

Dumdumi, PO- Nildih,

Purulia- 723133, WB.

#### 17. Buyer Added Bid Specific ATC

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

### Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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

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

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

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

**---Thank You/धन्यवाद---**