



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2023/B/3345015
Dated/दिनांक : 17-04-2023

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	15-05-2023 12:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	15-05-2023 12:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Power
Department Name/विभाग का नाम	Contracts And Materials
Organisation Name/संगठन का नाम	Damodar Valley Corporation
Office Name/कार्यालय का नाम	Damodar Valley Corporation
Total Quantity/कुल मात्रा	61
Item Category/मद केटेगरी	Soft Iron Bonnet Seal Ring Size 335mm X 305mm X 30mm Angular profile , Soft Iron Bonnet Seal Ring Size 250mm X 226mm X 24mm Angular profile , Soft Iron Bonnet seal ring Size 220mm X 196mm X 24mm Angular profile , Soft Iron Bonnet Seal Ring Size 210mm X 186mm X 24mm Angular profile , Soft Iron Bonnet seal ring Size 110 X 96 X 14 mm Angular profile , Soft Iron Hinge Pin seal ring Size 28mm X 22mm X 8mm Angular profile , Soft Iron Hinge Pin seal ring Size 20mm X 14mm X 8mm Angular profile
BOQ Title/बीओक्यू शीर्षक	Procurement of different size of soft iron bonnet seal ring for MTPS DVC
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),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid

Bid Details/बिड विवरण	
Primary product category	Soft Iron Bonnet Seal Ring Size 335mm X 305mm X 30mm Angular profile
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days
Estimated Bid Value/अनुमानित बिड मूल्य	454050.37
Evaluation Method/मूल्यांकन पद्धति	Item wise evaluation/

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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Splitting/विभाजन

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

Reserved for Make In India products

Reserved for Make In India products	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered

product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

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

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:

Evaluation Schedules	Estimated Value	Item/Category	Quantity
Schedule 1	305373.70	Soft Iron Bonnet Seal Ring Size 335mm X 305mm X 30mm Angular Profile	18
Schedule 2	59378.22	Soft Iron Bonnet Seal Ring Size 250mm X 226mm X 24mm Angular Profile	7
Schedule 3	48033.00	Soft Iron Bonnet Seal Ring Size 220mm X 196mm X 24mm Angular Profile	6
Schedule 4	22620.27	Soft Iron Bonnet Seal Ring Size 210mm X 186mm X 24mm Angular Profile	4
Schedule 5	14703.18	Soft Iron Bonnet Seal Ring Size 110 X 96 X 14 Mm Angular Profile	8
Schedule 6	1674.00	Soft Iron Hinge Pin Seal Ring Size 28mm X 22mm X 8mm Angular Profile	6
Schedule 7	2268.00	Soft Iron Hinge Pin Seal Ring Size 20mm X 14mm X 8mm Angular Profile	12

Soft Iron Bonnet Seal Ring Size 335mm X 305mm X 30mm Angular Profile

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Brand Type/ब्रांड का प्रकार	Unbranded
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Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्र	Delivery Days/डिलीवरी के दिन
1	Suraj Lakra	722183,Office of the Store In Charge, Central Stores, Mejia Thermal Power Station (MTPS)- DVC, Mejia	18	120

Soft Iron Bonnet Seal Ring Size 250mm X 226mm X 24mm Angular Profile

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Brand Type/ब्रांड का प्रकार	Unbranded
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1	Suraj Lakra	722183,Office of the Store In Charge, Central Stores, Mejia Thermal Power Station (MTPS)- DVC, Mejia	7	120

Soft Iron Bonnet Seal Ring Size 220mm X 196mm X 24mm Angular Profile

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Brand Type/ब्रांड का प्रकार	Unbranded
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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	Suraj Lakra	722183,Office of the Store In Charge, Central Stores, Mejia Thermal Power Station (MTPS)- DVC, Mejia	6	120

Soft Iron Bonnet Seal Ring Size 210mm X 186mm X 24mm Angular Profile

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Brand Type/ब्रांड का प्रकार	Unbranded
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Technical Specifications/तकनीकी विशिष्टियाँ

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.

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	Suraj Lakra	722183,Office of the Store In Charge, Central Stores, Mejia Thermal Power Station (MTPS)- DVC, Mejia	4	120

Soft Iron Bonnet Seal Ring Size 110 X 96 X 14 Mm Angular Profile

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Brand Type/ब्रांड का प्रकार	Unbranded
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Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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

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
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Suraj Lakra	722183,Office of the Store In Charge, Central Stores, Mejia Thermal Power Station (MTPS)- DVC, Mejia	8	120

Soft Iron Hinge Pin Seal Ring Size 28mm X 22mm X 8mm Angular Profile

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Brand Type/ब्रांड का प्रकार	Unbranded
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Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

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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	Suraj Lakra	722183,Office of the Store In Charge, Central Stores, Mejia Thermal Power Station (MTPS)- DVC, Mejia	6	120

Soft Iron Hinge Pin Seal Ring Size 20mm X 14mm X 8mm Angular Profile

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Brand Type/ब्रांड का प्रकार	Unbranded
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Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
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Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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	Suraj Lakra	722183,Office of the Store In Charge, Central Stores, Mejia Thermal Power Station (MTPS)- DVC, Mejia	12	120

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

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

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Sub- Procurement of different size of soft iron bonnet seal ring for U#1-3 and U#5&6 , MTPS, DVC.

The names and designation of officers for any enquiry of this tender are:-

Sl. No	Name	Designation	Address	E-mail Id
1	SUMANTA MANDAL	SUPERINTENDING ENGINEER (M) TECHNICAL-2	MEJIA THERMAL POWER STATION	Sumanta.mondal@dvc.gov.in
2	SUBHAS PAUL	EXECUTICE ENGINEER (M) TECHNICAL-2		Subhas.paul@dvc.gov.in

1. TENDER TYPE: Open with reverse e-auction through GeM.

- 2. PRICE BASIS:** The rates quoted by the bidder must be Firm till execution of the contract and on FOR Destination Basis (MTPS store) in INR currency and that will be inclusive of Packing & Forwarding charges and Freight charges (if any) etc. and inclusive of Goods and Services Tax (GST).

HSN CODE & GST REG. CERTIFICATE- Please mentions HSN code for each item. Submission of GST registration certificate is also required.

The Estimated Bid Value mentioned is excluding of GST. Bidders are advised to quote bid inclusive of GST as per GeM terms & conditions.

3. LD CLAUSE:

- 3.1 The time remains the essence of any contract/ purchase order awarded by DVC and all supply under a Purchase Order/all deliverables under a Work Order needs to be completed within the stipulated time schedule.

The Contractor shall commence work on the Facilities from the date of Notification of Award. The Contractor shall thereafter proceed with the Facilities in accordance with the time schedule specified in Time Schedule to the Contract Agreement.

Therefore, the provision has been kept in the contract that in case of delay in completion/delivery, for the reasons attributable to the contractor/ vendor, owner reserves the right to recover from the contractor/vendor, a sum equivalent to 0.5% of the value of the delayed materials / equipment / spares / work for each week of delay and part thereof subject to maximum of 10% of the total value of the order as Liquidated Damage (LD).

In cases, where the works/supply/services extend beyond the contractual completion schedule/delivery period and provisional extension order is issued without deciding on the application of LD, no amount from the RA bill will be deducted as "withheld LD" amount in case where adequate retention payment (over and above SD) remains with DVC as per terms of the contract.

4. RISK PURCHASE CLAUSE:

- i. Alternatively, the Purchaser reserves the right to purchase / outsourced the material / spares / equipment / works / service 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/ works/service by the above procedure.
- ii. Alternatively, the Purchaser may cancel the Order/contract completely or partly without prejudice to his right under the alternatives mentioned above.
- iii. In the event of recourse to alternative (i) and (ii) above, the Purchaser will have the right to re-purchase/ or outsource the stores/works & service, to meet urgency in requirement caused by Vendor's failure to comply with the schedule of delivery/ completion of the work, irrespective of the fact whether the materials/ equipment/works/service are similar or not.
- iii.

5. FORCE MAJEURE CLAUSE:

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

6. Payment term: 100% payment will be released within ten (10) days of issue of consignee receipt cum -acceptance certificate (CRAC) and on-line submission of bills.

7. GUARANTEE/WARRANTY: The Vendor shall warrant that all material supplied under the Order shall be new, unused and conform to the Purchasers / owners requirements and specifications as mentioned in the NIT. The Vendor shall guarantee the material under the Order for a period as follows.

Material Code	Guarantee/Warranty
For All Materials	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 at site by the consignee. The Vendor shall agree to replace any material, which has been proved defective or fails to conform to the desired specifications free of cost to the Purchaser within the Guarantee/Warranty Period. The guarantee period for such replaced part shall be the same as that of materials specified earlier.

Checking / approval of vendors drawings, inspection and acceptance of material, by DVC at Vendor Site shall not in any way relieve the Vendor from the responsibility for proper performance during the guarantee period.

8. SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE: NOT APPLICABLE.

9. INSPECTION:

Materials supplied will always be subject to our inspection on arrival at the destination.

10. 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.

11. LIMITATIONS OF LIABILITY:

Except in cases of Criminal Negligence or willful misconduct,

(i) The Contractor and The Employer shall not be liable to the Other Party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or Interest costs, provided that his 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.

12. INSPECTION/CHECKING/TESTING:

All materials to be manufactured/ supplied by the vendor against this enquiry shall be subject to inspection after arrival at site, check and/or test by the purchaser or his authorized representative. If upon del

ivery, the material does not meet the specifications the material shall be rejected, and vendor will be in-
 timated for repair/modify or for replacement. In such cases all expenses including to-and-fro freight, re-
 packing charges etc., if required shall be to your account.

13. PACKING AND MARKING:

All goods shall be securely packed. All packages and unpacked materials shall be marked on at least tw-
 o places indicating the name of the Purchaser/ Consignee, Purchase Order No., gross & net weights and
 dimensions with indelible paint in English. In case of bundles, metallic plates marked with the above det-
 ails shall be tagged.

14. 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 d-
 ays in the case of the event referred to Sl. No. (f), (g) & (h) below:

- a) The Vendor fails to comply with any of the terms of the Order or the bidder do not remedy a failure in
 the performance of their obligations under the Contract, within thirty (30) days after being notified o-
 r 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 6
 0days.
- d) If the Bidder, in the judgment of the Owner has engaged in corrupt or fraudulent practices in competi-
 ng or in executing the Contract. For the purpose of this clause:
- e) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence
 the action of a public official in the selection process or in contract execution.
- f) "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or
 the execution of a contract to the detriment of the Owner.
- g) The vendor is otherwise precluded from complying with any of the terms of the order on account of a
 ny directives of any lawful authority.
- h) If the Owner, at its sole discretion, decides to terminate this Contract.

15. REQUIRED DOCUMENTS FOR MATERIALS:

Sl. N o.	Document Description	To be submitte d With	Material Code
1.	Manufacturer test report/Test report Gov. Lab/ NABL Accredited Lab.	Supply	For All Materials
2.	Fitment & Interchangeability Certificate.	Supply	For All Materials
3.	Guarantee/Warranty Certificate	Supply	For All Materials

16. DVC BANKER'S DETAILS:

"STATE BANK OF INDIA, Branch: MTPS, IFSC Code: SBIN0006608, MTPS, P.O.: MTPS , District: Bankura, S-
 tate: West Bengal, PIN: 722183"

"PUNJAB NATIONAL BANK, MTPS, IFSC Code: PUNB0149520, P.O. : MTPS , District: Bankura, State: West
 Bengal , PIN: 722183".

17. BID FORMS AND FORMATS:

Bidders are requested to go through the **BID FORMS AND FORMATS (attached in Buyer added A
 TC documents)** and submit the required documents during the submission of the Bid:

1. ANNEXURE-1.1: Letter Of Bid
2. ANNEXURE-1.2: Proforma for affidavit to be submitted by the bidder.
3. ANNEXURE-1.7: POWER OF ATTORNEY
4. Format for Declaration regarding Acceptance of All Terms and Conditions (ATC)
5. NO RELATION CERTIFICATE.
6. ANNEXURE- E: DETAILS OF BANKER FOR MAKING PAYMENT THROUGH RTGS/NEFT Requirement or RTGS/CBS/NEFT.
7. Format for [Whether the Bidder is presently debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make In India)].
8. Declaration regarding Local content in FOR MTPS / Ex-works price included in bid price.
9. CERTIFICATE on MII Policy.
10. Techno-commercial sheet.

18. Vendor Bill Tracking (VBT) System:

A self-care vendor bill tracking system has been introduced under web URL: <https://application.dvc.gov.in/Vendor/> where vendor has to register themselves and 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 hard copy.

19. DVC GST Number: 19AABCD0541M1ZO.

20. CORRESPONDANCE:

- i. All correspondence regarding Technical Aspects:
Sri Akash Roy, SE (M), TMS 1, MTPS; Mob: 9432864743, E-mail id: akash.roy@dvc.gov.in
- ii. All correspondence regarding Store Aspects:
Sri. Suraj Lakra, SE (M), Store, (Mob: +91- 9934091780), E-mail id: suraj.lakra@dvc.gov.in
- iii. All correspondence regarding Payment Queries:
Sri. Surendra Prasad, Dy. General Manager (Fin), Account Dept. (Mob: +91-9431539651),
E-mail id: surendra.prasad@dvc.gov.in
- iv. All correspondence regarding Commercial Aspects:
Sri. Sumanta Mandal, SE (M), C&M Section, (Mob: +91- 9434746047),
E-mail Id: sumanta.mondal@dvc.gov.in

21. SETTLEMENT OF DISPUTES AND ARBITRATION:

It will be guided as per clause no. 33 and Clause no. 20 of OTHER TERMS & CONDITIONS OF CONTRACT of General Conditions of Contract (GCC).

22. (i) "In case where the business firm happens to have been banned/suspended by 'Any establishment of DVC' / 'Ministry of Power- Govt. of India' / 'Department of Expenditure (DoE), Ministry of Finance (MoF) - as displayed on Central Public Procurement Portal (CPPP)' and the ban / suspension is still in force on the date of bid opening of techno-commercial bid or on the date of issuance of LOA/PO/Work Order/ LOA-cum-Work Order, the offer of the business firm/ authorized agent/distributor/dealer/affiliates shall not be considered for all establishments of DVC."

(ii) If the performance of a bidder in any contract in DVC is found to be unsatisfactory during last 02 years, the bidder shall not be considered for this tender.

23. TECHNICAL SPECIFICATION:

- 1) Material of Pressure Seal Ring should be Soft Iron with Hardness value less than 90 BHN, suitable to with stand pressure up to 500bar and temperature up to 650°C

- 2) Surface finish of the Seal Ring should be 0.8μ on sealing face otherwise 3.2μ.
- 3) Machining tolerance shall be achieved as per standard IS2102-(1993) MEDIUM/ISO 2768-C (1989).
- 4) The Hardness Test Certificate of the finished product to be submitted along with supply. The Hardness to be measured by Bench Top Brinell Hardness Tester with Ø5 mm Tungsten Carbide Ball Indentor at 250Kgf Load for 15 Sec on the finished product Any other method of Brinell Hardness Testing will not be accepted. The Valid Calibration Certificate of the Hardness Tester from NABL Approved Lab/ OEM to be furnished.
- 5) The supplied material should have the indent of the ball made during Brinell Hardness Testing for cross verification and if required the same can be tested at any Laboratory.

4. Buyer Added Bid Specific ATC

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

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The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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

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

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action

in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---