



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2023/B/4242447  
Dated/दिनांक : 01-12-2023

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	12-12-2023 12:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	12-12-2023 12:30:00
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	20
Item Category/मद केटेगरी	Welding Electrode Xuper 680 CGS (new product name-Wunder 680) (Q3)
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	OEM Authorization Certificate,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
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Estimated Bid Value/अनुमानित बिड मूल्य	159020
Evaluation Method/मूल्यांकन पद्धति	Total value 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.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.

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.

**Welding Electrode Xuper 680 CGS (new Product Name- Wunder 680) ( 20 kilogram )**  
**(Minimum 60% Local Content required for qualifying as Class 1 Local Supplier)**

**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	Suraj Lakra	722183,Office of the Store In Charge, Central Stores, Mejia Thermal Power Station (MTPS)- DVC, Mejia	20	90

**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 Welding Electrode Xuper 680 CGS (new product name- Wunder 680) for Motor Group-1 MTPS.

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

Sl. No.	Name	Designation	Address	E-mail Id
1	GOUR CHANDR A RAY	SUPERINTENDING ENGINE ER (C&I), TECHNICAL-1	MEJIA THER MAL POWE R STATION	<a href="mailto:gour.roy@dvc.gov.in">gour.roy@dvc.gov.in</a>
2	SUBHAS PAUL	EXECUTICE ENGINEER (M), TECHNICAL-1		<a href="mailto:Subhas.paul@dvc.gov.in">Subhas.paul@dvc.gov.in</a>

**1. TENDER TYPE:**

This tender is being processed on Single tender (SS) basis. Offer of M/s. Ewac Alloys limited, Durgapur or their authorized distributor/ dealer/ channel partner having authorization letter/certificate containing GeM bid number will only be accepted.

Bids not meeting this criterion shall be out-rightly rejected during Bid opening.

- 2. PRICE BASIS:** The rates quoted by the bidder must be Firm till execution of the contract and on FOR D estimation 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/ 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/ equip

ment/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 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.

**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 delivery, the material does not meet the specifications the material shall be rejected, and vendor will be intimated 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 two 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 details shall be tagged.

**Materials are to be supplied in standard pack sizes (2.5Kg), supply in loose pieces not acceptable.**

**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 days in the case of the event referred to Sl. No. (f), (g) & (h) below:

- a) The Vendor fails to comply with any of the terms of the Order or the bidder do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Owner may have subsequently approved in writing.
- b) The Vendor becomes bankrupt or goes into liquidation.
- c) If as a result of Force Majeure, the Bidder is unable to supply 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 anything of value to influence the action of a public official in the selection process or in contract execution.
- f) "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Owner.
- g) The vendor is otherwise precluded from complying with any of the terms of the order on account of any directives of any lawful authority.
- h) If the Owner, at its sole discretion, decides to terminate this Contract.

**15. REQUIRED DOCUMENTS FOR MATERIALS:**

- i. The firm has to submit MANUFACTURER'S TEST REPORT and CERTIFICATE during supply with reference to batch numbers of the supplied electrodes
- ii. The welding electrodes are to be inspected by the manufacturer prior to dispatch of the same and the Inspection Report has to be submitted during supply.
- iii. Guarantee/ Warranty Certificate: Standard Guarantee/Warranty Certificate is to be furnished along with the supply of materials.

**16. DVC BANKER'S DETAILS:**

"STATE BANK OF INDIA, Branch: MTPS, IFSC Code: SBIN0006608, MTPS, P.O.: MTPS, District: Bankura, State: 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-1.7: POWER OF ATTORNEY
3. Format for Declaration regarding Acceptance of All Terms and Conditions (ATC)
4. NO RELATION CERTIFICATE
5. ANNEXURE- E: DETAILS OF BANKER FOR MAKING PAYMENT THROUGH RTGS/NEFT Requirement for RTGS/CBS/NEFT
6. Format for [Whether the Bidder is presently debarred / banned by any other procuring entity or violation of 'Public Procurement (Preference to Make In India)].
7. Declaration regarding Local content in FOR MTPS / Ex-works price included in bid price.
8. CERTIFICATE on MII Policy.
9. Techno-commercial sheet.

**18. Hard Copy (Offline) Submission of supporting documents as per the Terms & Conditions of the NIT:** Submission of the hard copies in Original / "self-authenticated and attested by Public Notary" of all the supporting documents by the Bidder after the Reverse Auction Process and as per the evaluation criteria as mentioned in the NIT, for DVC's verification and record, who was asked to submit the same by the Employer following the terms & conditions of this NIT within 10 days from date of issuance of letter.

**19. 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.

**20.** DVC GST Number: 19AABCD0541M1ZO.

**21. CORRESPONDANCE:**

- i. All correspondence regarding Technical Aspects:

Sri G S PADHY, Sr Manager (E), ES-I, MTPS; Mob: 8709501586, E-mail id: [gouri.padhi@dvc.gov.in](mailto:gouri.padhi@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](mailto:suraj.lakra@dvc.gov.in)

- iii. All correspondence regarding Payment Queries:

Sri. Debasish Mondal, Sr. Manager (Fin), Accounts Dept. (Mob: +91- 9831284947),

E-mail id: [debasish.mondal@dvc.gov.in](mailto:debasish.mondal@dvc.gov.in)

- iv. All correspondence regarding Commercial Aspects:

Sri Gour Chandra Ray, SE (C&I), C&M Section, (Mob: 9434745711),

E-mail Id: [gour.roy@dvc.gov.in](mailto:gour.roy@dvc.gov.in)

**22. 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).

**23. ALL OTHER TERMS & CONDITION:**

All Tenderers would be bound by the terms and conditions as detailed in the tender specification by DVC and General Conditions of Contract (GCC). Bidders are requested to go through GCC (General Conditions of Contract) of DVC before submission of offers. Terms and conditions which are not specifically mentioned in the NIT and Tender Documents shall be covered by the General Conditions of Contract.

**4. Buyer Added Bid Specific ATC**

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

## **Disclaimer/अस्वीकरण**

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

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

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

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

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

**---Thank You/धन्यवाद---**