



Bid Number/बोली क्रमांक (बिड संख्या)[:] GEM/2024/B/5482037 Dated/दिनांक : 28-10-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	25-11-2024 16:00:00	
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	25-11-2024 16:30:00	
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	24	
Item Category/मद केटेगरी Bearing No. 22317 KEJW33C3 , BEARING NO. 22317 E M. C3 , BEARING NO. UCF 212D1		
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	BEARING NO. UCF 212D1	
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Bearing (BHEL), Tapered Bearings as per IS 12102, Roller Bearing (BHEL), Industrial Safety Gloves - Leather and Cotton, Towel Hand Cotton Turkish (IAF), Enamelled Round Copper Wire as per IS 13730 (Part 0 / Sec 1), Side Table, Cap FS Disruptive (JSS), Picket Steel as per DGS&D Drawing, Package No. 1 - ATAL TINKERING LAB OF NITI AAYOG ELECTRONICS DEVELOPMENT, ROBOTICS, INTERNET OF THINGS AND SENSORS	
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification		
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छ्ट	No	
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No	

Bid Details/बिड विवरण		
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (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	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No	
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	No	
Type of Bid/बिंड का प्रकार	Two Packet Bid	
Primary product category	Bearing No. 22317 KEJW33C3	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	5 Days	
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No	
Estimated Bid Value/अनुमानित बिड मूल्य	174291.60229	
Evaluation Method/मूल्यांकन पद्धति	Item wise evaluation/	
Arbitration Clause	No	
Mediation Clause	No	

EMD Detail/ईएमडी विवरण

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ш	Degrating d/2000 m	No	
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ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	Bank of India
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	0.01
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	20

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

Beneficiary/लाभार्थी :

Sr. Manager (Finance), DVC, DSTPS

Damodar Valley Corporation, Contracts and Materials, Damodar Valley Corporation, Ministry of Power

(Sr. M	lanager	Finanace	Dvc	Dstps'
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MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes

- 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.

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	58332.12	Bearing No. 22317 Kejw33c3	7
Schedule 2	71249.28229	Bearing No. 22317 E1 Ak. M. C3	7
Schedule 3	44710.2	Bearing No. Ucf 212d1	10

Bearing No. 22317 KEJW33C3 (7 pieces)

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

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./ सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Chanchal Kumar Paul	713321,Central Stores, DVC- DSTPS, Andal- 713321, West Bengal	7	120

BEARING NO. 22317 E1 AK. M. C3 (7 pieces)

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

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<u>Download</u>	
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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	Chanchal Kumar Paul	713321,Central Stores, DVC- DSTPS, Andal- 713321, West Bengal	7	120

BEARING NO. UCF 212D1 (10 pieces)

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

Technical Specifications/तकनीकी विशिष्टियाँ

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	Buyer Specification		
П	Document/क्रेता विशिष्टि दस्तावेज	<u>Download</u>	
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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	Chanchal Kumar Paul	713321,Central Stores, DVC- DSTPS, Andal- 713321, West Bengal	10	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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Sub: - Procurement of bearings of critical category for use in A HP, DSTPS, DVC on Multi party Source Standardization basis.

ADDITIONAL TERMS & CONDITIONS: - (ATC)

Mode of Tendering: Multi Party Source Standardizati on basis.

TENDER TYPE: (Limited)

Only the below mentioned manufacturer or their aut horized dealers with valid authorization certificate a long with bid specific authorization letter can partici pate in this bid. Offers of other bidders cannot be ac cepted.

- 1. M/s SKF INDIA LTD, ECOSTATION, FLAT NO. 1203, PLOT NO. 7, BLOCK BP, SECT OR V, BIDHAN NAGAR (SALT LAKE), KOLKATA -700091.
- 2. M/s SCHAEFFLER India Limited (FAG BEARINGS INDIA LIMITED), Room No.1310, 13th floor, Merlin Infinite, DN-51, Sector-V, Salt Lake City, Kolkata-700091.
- 3. M/s TIMKEN INDIA LIMITED, SHRACHI TOWER, IST FLOOR, BLOCK C & D, 686, A NANDAPUR, KASBA, E.M. BYPASS, KOLKATA- 700107.
- 4. M/s NTN BEARING INDIA PRIVATE LIMITED, NO 86, (SPIC ANNEXE BUILDING), 2N D FLOOR, POLYHOSE TOWERS, GUINDY, CHENNAI, TAMIL NADU- 600032.
- 5. M/s NBC (NATIONAL ENGINEERING INDUSTRIES LTD), KHATIPURA ROAD, JAIPUR (RAJASTHAN)- Pincode-302006, Jaipur.
- 6. M/s NSK BEARINGS INDIA PRIVATE LIMITED, Chennai, TVH BELICIAA TOWERS, 2n d FLOOR, BLOCK-1, No.71/1, MRC MAIN ROAD, MRC NAGAR, CHENNAI -600028, C HENNAI, Pin code: 600028.

Only one Offer of one make, either from manufacturer or their only one authorized vendor/dealer with bid specific authorization letter will be accepted. Offers for bearings of make other than above mentioned makes shall be rejected.

- **1. PRICE BASIS:** The rates quoted by the bidder must be Firm till executi on of the contract and on FOR-Destination Basis and inclusive of applica ble 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 within ten (10) days of issuance of consignee receipt-cum-acceptance certificate (CRAC) subject to acceptance of SDPBG. Payment will be made after receipt, inspection and acceptance of materials at DSTPS, DVC site.
- 3. **CANCELLATION/SHORT CLOSURE:** As per relevant clause of attached GCC.
- **4. 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.

5.SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE: To ensure d ue performance of the contract, the Supplier/Contractor/ Service Provid er receiving the LOA/PO/Work Order is required to furnish the required p erformance security, in the prescribed form by the specified date. ["gen erally 14 days after issuance of PO/LOA for Goods/Services Contract"] a nd it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the contractor, including D efect Liability Period (DLP)/ warranty period, as applicable.

Performance security should be for an amount of Three (03) percent of the valu e of the contract in the form of Bank Guarantee (as per GeM format)/DD drawn in favour of 'Sr. Manager (Finance), DVC, DSTPS' payable at Andal, Our Bank de tails:

- 1. Name of Bank: Bank of India IFSC Code: BKID0004306 Bank Current Account Number: 430630110000018 Branch Name: Andal Branch Address: Andal More, P.O.: Andal, Burdwan [W.B.] PIN: 713321.
- Name of Bank: SBI, IFSC Code: SBIN0010222 Bank Current Account Number: 1146 3032274 Branch Name: Andal Branch Address: Andal P.O.: Andal, Burdwan [W.B.] PIN: 713321.

In case the Contractor fails to submit the performance security within 30 days of the date of issuance of LOA/PO/Work Order, DVC without prejudice to any other right sor remedies it may possess under the Contract, may forfeit the bid security (wher ever applicable) and shall short close the Contract and retender and in this re-tend er such defaulting Bidder will not be allowed to participate.

Performance Security should be refunded to the contractor without interest, after h e duly performs and completes all obligations under the contract but not later than a specified date ["365 days for Works Contract" or "60 days for Goods/Services Contract"] of completion of the Defect Liability Period (DLP)/ warranty period, as applicable.

Before final payment or before release of the performance bank guarantee, a 'No C laim Certificate' must be submitted by the Supplier/Contractor/ Service Provider to prevent future claims. Also, an acknowledgement should be provided by the contra ctor after release of bank guarantee.

The performance security will be forfeited and credited to DVC's account in the eve nt of a breach of contract by the contractor /Supplier/Service provider.

The Bank Guarantee shall be issued on the SFMS (Structured Financial Messaging S ystem) mode by issuing Bank.

Details of respective advising banks including IFSC code as follows.

Bank Name: Bank of India

Branch Name: Andal Account No.: 430630110000018

IFSC Code: BKID0004306

No payment whatsoever will be released till the acceptance of the securit y deposit cum performance guarantee by DVC.

- 6. Delivery Period: Within 120 days from the date of issuance of PO.
- 7. Goods are to be delivered at consignee's store on Freight Paid basis.
- **8. INSPECTION:** Goods supplied will always be subject to our inspection

on arrival at the destination.

- 9. <u>Guarantee/Warranty Clause:</u> The Vendor shall warrant that all mater ial supplied under the Order shall be new, unused and conform to the P urchasers/owners requirements and specifications as mentioned in the NIT. The Vendor shall guarantee the material under the Order for a peri od of 18 months from the date of delivery or 12 months from the date of commissioning whichever is earlier. The date of delivery to be reckone d 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 DSTPS, DVC within the Guarantee/Warranty Period. The guarantee period for such replaced part shall be the same as that of materials specified earlier. Manufacturer's/ Supplier's Guarantee Certificate is to be submitted along with each consignment.
- **10. ACCEPTANCE CLAUSE:** The materials will be accepted only after insp ection at DSTPS store by DCE (M) CHP or his authorized representative. Inspection will be done after receipt of the materials at DSTPS Stores and acceptance of materials is subjected to conforming the prevailing standards.
- **11. DESPATCH OF MATERIAL: -** The materials are to be delivered to the consignee's stor e, DSTPS, at the own cost & arrangement of the supplier in a single consignment.
- **12. LD CLAUSE:** The time remains the essence of purchase order awarde d by DVC and all supply under a Purchase Order needs to be completed within the stipulated time schedule. Therefore, the provision has been k ept in the contract that in case of delay in delivery, for the reasons attributable to the vendor, owner reserves the right to recover from the vendor, a sum equivalent to 0.5% of the value of the delayed materials/works for each week of delay and part thereof subject to maximum of 10% of the total value of the order as Liquidated Damage (LD) due to delay in completion of work attributable to the contractor.

13. RISK PURCHASE CLAUSE:

- i. Alternatively, the Purchaser reserves the right to purchase the materi al 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.
- ii. Alternatively, the Purchaser may cancel the Order completely or partly without prejudice to his right under the alternatives mentioned above.
- iii. In the event of recourse to alternative (i) and (ii) above, the Purchase r will have the right to repurchase the stores, to meet urgency in requir ement caused by Vendors failure to comply with the schedule of deliver y irrespective of the fact whether the materials are similar or not.
 - **14. TRANSIT INSURANCE:** Arrangements for transit insurance can be made by DVC as per Mega Risk Policy arranged with existing underwrit er as per time being imposed.

- **15.** In accepting the order, you are understood to accept to all responsibil ities for any infringement in registered design, trademark, patent rights etc.
- **16. OFFER VALIDITY** Quotation must be kept valid for at least **180 days** from the date of opening of the enquiry.
- **17. PAYMENT THROUGH RTGS/NEFT:** All payments to you will be releas ed through RTGS/NEFT only. You have to submit the requisite details as asked for payment.
- **18. SAC CODE: -** SAC code needs to be mentioned in techno-commercial bid.
- **19. GST /PAN REGISTRATION CERTIFICATE: -** Please enclose XEROX copy of a valid d GST registration certificate & PAN CARD with quotation.
- **20. BANKER DETAILS:** Please enclose CANCELLED Cheque with quotation for your bank det
- **21.** Other Documents Submission: The bidders are requested to kindly furnish your comp any owner/prop. /partner details such as email id, Mob no. , Designation, office address fo r our records.
- **22. Generation of Unique Bill ID:** After submission of bill, an unique bill ID to be generate d 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.
- **23. DVC GENERAL CONDITIONS OF CONTRACT (GCC):** Other Terms and conditions which are not specifically mentioned in the Terms and conditions of the NIT shall be guided by at tached DVC's G.C.C as per applicability.
- **24. TERMINATION:** Termination of contract will be applicable as per relevant Clause of attac hed GCC.
- 25. Bid Evaluation-Bid evaluation to be done on ITEM- wise L1 basis.
- **26. Paying Authority:** Sr. Manager (Finance), DSTPS, DVC, Andal, email id: <a href="dstate-accounts-of-mailto:dstpsaccounts-o
- 27. DVC GST NO:19AABCD0541M1ZO.
- 28. EMD (EARNEST MONEY DEPOSIT): NOT APPLICABLE
- 29. PAYMENT THROUGH RTGS/NEFT: All payments to the vendors will be released throu gh RTGS/NEFT only. Vendors are requested to submit the requisite details as per attached annexure. The contractor/ vendor shall furnish the following certificate to the Paying Auth ority along with each invoice/bill against payment for supplies made against any supply or der/ RC with longer completion period (more than a year), if the same is placed on firm pri ce basis. I /we certify that there has been no reduction in the sale price of the stores of de scription identical to this item, supplied to any person/ organization and such stores have not been offered/sold by me/us to any person/organization at a price lower than the price charged under this contract upto the date of this bill.
- **30. SETTLEMENT OF DISPUTES AND ARBITRATION**: As per relevant clause of attached GCC.
- 31. OTHER TERMS AND CONDITIONS: -

- REQUIRED DOCUMENTS FOR MATERIALS:
- (a) NEW & GENUINE CERTIFICATE: Certificate stating that the supplied bearings are new & genuine by the manufacturer is to be fur nished along with the supply.
- (b) Import Certificate: CERTIFICATE OF ORIGIN, MANUFACTURER'S P ACKING LIST & BILLING OF LANDING to be submitted along with the supply in the event of imported bearing.
- (c) Guarantee/Warranty Certificate:-Manufacturer's Guarantee/Warranty Certificates to be submitted along with the instruments.
- II) Material Specification: To be supplied as per technical Specification.
- UII) Certificate of Authorisation: Bidder must be a either manufact urer of SKF/FAG/TIMKEN/NTN/NBC/NSK or their authorized dealer. For dealer, it is mandatory to produce valid authorisatio n certificate from the manufacturer to participate in this tender. Copy of authorisation from manufacturer to be submitted alon g with the bid papers failing which the participation of the deal er shall stand cancelled.
- IV) Fitment cum interchangeability certificate for 1:1 interchangeability of the ind ented spares with the existing spares is to be submitted along with supply.
- V) Make of bearing: Bearings should be make of SKF/NTN/TIMKEN/FAG/NBC/NSK
- VI) Inspection by manufacturer: -The bearing shall be inspected and sealed by the manufacturer. The bidders are required to submit Manufacturers inspection certificate along with supply of materials.
- VII) Certificate stating the bearings are new and genuine by the manufacture is to be e furnished along with supply of materials.
- VIII) For all Categories of bearings, Country of Origin must be India, Europeon Countries, USA, Singapore, Japan.
- IX) Brand name, Country of origin and bearing no. should be marked on the bearing. In case of imported bearings, relevant documen ts must be submitted by the vendor.
- Only brass cage and Steel case bearings are allowed. Polynoid cage bearings are not allowed.
 - 32. Consignee: The SE (M), Stores, DSTPS, DVC, Andal.
 - **33. LIMITATIONS OF LIABILITY:** Except in cases of Criminal Negligence or wilful mi sconduct,
 - (i) The Contractor and The Employer shall not be liable to the Other Party for any in direct 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.

- **34. PRICE REASONABILITY:** Please certify on your offer that the quoted rates are reasonable and same as charged to other Government Organi zations/PSUs. In support of price Justification item wise, the order copy of similar items received from other Govt. Organization/PSU/other utilities is required to be furnished. If such PO is not available with the bidder, a price reasonability certificate along with undertaking that no such previous order was executed by them from an officer not below the rank of G.M./Equivalent is to be submitted.
- **35. GCC & Debarment**: As per relevant Clause of GCC & banning attac hed.

36. GENERAL QUERIES:

Contact Us:

- a) If any queries related to enquiry/NIT/P.O., you may contact Shri Saukat Sark ar, Sr. Manager(E), C&M, DSTPS, DVC, <u>e-mail: saukat.sarkarr@dvc.gov.in /Mob:95 47195717</u> OR Smt Soma Das, Manager(Chemist),C&M, DSTPS, DVC, Andal email: soma.das@dvc.gov.in/Mob No.: 8001457075.
- **b)** <u>Consignee</u>: The Superintending Engineer (M), In-charge of DSTPS stores, D VC, P.O-Andal, Dist. Paschim Burdwan, Pin No. -713321, *Mob. No.-8918129422*, *email id:* <u>dstpsstores@gmail.com</u>. Please contact with him for Road Permit / waybill, if required.
- c) Paying Authority: The Sr. Manager (Finance), DSTPS, DVC, P.O.- Andal, Dist.- Paschim Burdwan, Pin No. -713321, Mobile No.- 6203331808, em ail id: dstpsaccounts@gmail.com. Please contact with him for any queri es regarding Payment.
- **d)** Indenting department:- Shri Rajiv Kumar, Manager, AHP, DSTPS, DVC, An dal. Mobile No.: 8001, Mail-ID: rajiv.kumar@dvc.gov.in.

Note: The bidders are advised to sign & upload the above document (ATC) alon g with attached specification sheet & attached affidavits, as a token of acceptance.

3. 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 <u>attached categories</u>, 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---