



Bid Number/बोली क्रमांक (बिड संख्या):

GEM/2024/B/5513164

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 19:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	25-11-2024 19:30:00
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	3
Item Category/मद केटेगरी	Rothe Erde Roller bearing slewing ring, Drawing No: 191.36.3100.000. 41.1522, Dimensions: 03576/02899 , Automatic grease lubrication System-II Container capacity: 140liter Discharge capacity 150cc/min @ M , Replacement job of Slew Bearing and Erection & Commissioning job of Auto Lubrication System
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	Replacement job of Slew Bearing and Erection & Commissioning job of Auto Lubrication System
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none">Stacker
MSE Exemption for Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (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 Details/बिड विवरण	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
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
Primary product category	Rothe Erde Roller bearing slewing ring, Drawing No: 191.36.3100.000. 41.1522, Dimensions: 03576/02899
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	24962218
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	PUNJAB NATIONAL BANK
EMD Amount/ईएमडी राशि	499244

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	PUNJAB NATIONAL BANK
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	28

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). 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/लभार्थी :

DAMODAR VALLEY CORPORATION

Damodar Valley Corporation, Contracts and Materials, Damodar Valley Corporation, Ministry of Power
(Damodar Valley Corporation)**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. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. 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.
4. 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.
5. 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.

6. 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

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
18-11-2024 18:00:00	C&M Department, 3rd Floor of DVC Towers, C&M Dept., DVC, VIP Road, Kolkata, West Bengal, PIN-700054

Rothe Erde Roller Bearing Slewing Ring, Drawing No: 191.36. 3100.000. 41.1522, Dimensions: 03576/02899 (1 pieces)

(Minimum 60% Local Content required for qualifying as Class 1 Local Supplier)

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./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	1	240

Automatic Grease Lubrication System-II Container Capacity: 140liter Discharge Capacity 150cc/min @ M (1 set)

(Minimum 60% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification
Document/क्रेता विशिष्टि दस्तावेज़

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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	1	240

Replacement Job Of Slew Bearing And Erection & Commissioning Job Of Auto Lubrication System (1 pieces)

(Minimum 60% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification
Document/क्रेता विशिष्टि दस्तावेज़

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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	Arvind Kumar	722183,Mejia Thermal Power Station (MTPS), Damodar Valley Corporation (DVC), Mejia, Bankura, 722183	1	545

Buyer added Bid Specific Additional Scope of Work

S.No.क्र.सं	Document Title	Description	Applicable/रिजर्स प्रभार के अनुसार जीएसटी i.r.o. Items
1	Material DEtails and Scope of works View	Material DEtails and Scope of works	Rothe Erde Roller Bearing Slewing Ring, Drawing No: 191.36. 3100.000. 41.1522, Dimensions: 03576/02899(1),Automatic Grease Lubrication System-II Container Capacity: 140liter Discharge Capacity 150cc/min @ M(1),Replacement Job Of Slew Bearing And Erection & Commissioning Job Of Auto Lubrication System(1)
2	Agreement format View	Agreement format	Rothe Erde Roller Bearing Slewing Ring, Drawing No: 191.36. 3100.000. 41.1522, Dimensions: 03576/02899(1),Automatic Grease Lubrication System-II Container Capacity: 140liter Discharge Capacity 150cc/min @ M(1),Replacement Job Of Slew Bearing And Erection & Commissioning Job Of Auto Lubrication System(1)
3	TECHNICAL SPECIFICATIONS View	TECHNICAL SPECIFICATIONS	Rothe Erde Roller Bearing Slewing Ring, Drawing No: 191.36. 3100.000. 41.1522, Dimensions: 03576/02899(1),Automatic Grease Lubrication System-II Container Capacity: 140liter Discharge Capacity 150cc/min @ M(1)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

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, Replacement, Installation & Commissioning of Slew Bearing & Auto Lubrication System of Stacker cum Reclaimer at CHP#1-4, MTPS, DVC

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

SL. N O.	NAME	DESIGNATIO N	ADDRESS	EMAIL-ID
1.	Suresh Mahto	Sr.Manager	DVC HQ	Suresh.mahto@dvc.gov.in
2.	Dharmendra Kr Si nha	Manager	DVC HQ	dharmendra.sinha@dvc.gov.in

A. PRICE BASIS:

The rates quoted by the bidder in GeM portal must be Firm till execution of the contract and on FOR Destination Basis in INR currency and that will be inclusive of Packing & Forwarding charges and Freight charges (if any) etc. for supply and inclusive of Goods and Services Tax (GST) for both supply and works.

B. LD CLAUSE:

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.

C. RISK PURCHASE CLAUSE:

- i. Alternatively, 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.
- 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 Purchaser will have the right to repurchase the stores, to meet urgency in requirement caused by Vendors failure to comply with the schedule of delivery irrespective of the fact whether the materials are similar or not.

D. 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.

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

F. Payment terms of the works: 95% payment on the executed work shall be made against RA bill after satisfactory completion of work, duly certified by the DVC Engineer-in-charge, and on submission of bills in triplicate, duly pre received, and upon prior compliance of Security Deposit Clause and execution of the Agreement in DVC format (if applicable). Remaining 5% will be paid after completion of contract period.

Note: (i) Payment for main work shall be made on actual execution of work.

(ii) Release of 1st Running Bill is subject to compliance of statutory condition like Agreement against WO/ LOA placed.

G. SECURITY DEPOSIT CLAUSE:

You shall have to deposit as Security, for satisfactory execution of the order, and for guaranteed performance of the supplied items for an amount equivalent to **3.00%** of the ordered value in the form of Bank Guarantee (as per GeM format) within 14 days from the date of issuance of Composite order from any Nationalized/ Scheduled Bank and it should have validity of **28 months** from the date of execution of Bank Guarantee. The said BG should be extended suitably covering all contractual obligations of the contractor, including defect liability period (DLP)/ warranty period, as applicable.

The Bank Guarantee shall be issued on the SFMS (Structured Financial Messaging System) mode by Issuing Bank.

Details of respective advising banks including IFSC Code as follows.

Bank Name: PUNJAB NATIONAL BANK

Branch Name: Manicktala Branch, Kolkata

Account No.: 82250010682

IFSC Code: PUNB0008220

No payment whatsoever will be released till the acceptance of Security Deposit cum Performance Guarantee by DVC.

MSEs registered with MSME / NSIC are required to deposit security deposit cum performance guarantee in the form as mentioned in the Bid.

H. INTEGRITY PACT (IP):

In order to ensure transparency, equity and competitiveness in its procurement and works, DVC has decided to adopt Integrity Pact. The Integrity Pact (IP) envisages an agreement between the prospective vendors/bidders and the buyer committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. The Integrity Pact shall be applicable for tenders having estimated value of Rs.50 Lakhs and above. DVC shall be entering into an Integrity Pact with the bidders as per format enclosed. (i) The proforma has to be resubmitted by the bidder (along with the techno commercial bid) duly signed by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. (ii) All pages of IP to be signed by the bidder's "authorized signatory who signs the bids". Out of two witness, one witness from Bidder end with name & address shall sign the Integrity Pact. (iii) In other words, entering into this pact would be preliminary qualification. (iv) Any bid not accompanied by Integrity Pact proforma duly signed by the bidders shall be rejected straightway. Vendors/contractors are required to unconditionally accept the "Integrity pact" (executed in plain paper) as per format furnished by DVC. N.B. (a) All pages of IP to be signed by the bidder's "authorized signatory who signs the bids". (b) Out of two witness, one witness from Bidder end with name & address shall sign the Integrity Pact. (c) In other words, entering into this pact would be preliminary qualification. (d) Any bid not accompanied by Integrity Pact proforma duly signed by the bidders shall be rejected straightway. (e) The format of Integrity Pact (attached format) should form a part of the tender document of estimated value more than Rs. 50 Lakhs. (f) Vendors/contractors are required to unconditionally accept the "Integrity pact" (executed in plain paper) as per format furnished by DVC.

I. INSPECTION:

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

J. 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.

K. GUARANTEE/WARRANTY:

All equipment & devices along with structures will be covered by a Guarantee/ Warranty for 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier. Any defect or damage in supply, erection & commissioning found within Guarantee/ Warranty period, it must be replaced/ rectified by the party at their own cost and arrangement.

L. LIMITATIONS OF LIABILITY:

Except in cases of Criminal Negligence or wilful misconduct, (i) The Contractor and The Employer shall not be liable to the Other Party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or Interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer AND (ii) The aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement, copy right, workman compensation.

M. INSPECTION:

- a. Pre dispatch Inspection (PDI) of the material shall be done at Vendors works jointly by DVC and vendor representatives before dispatch of the materials.
- b. Inspection of materials will be carried out, after arrival of the materials at MTPS site, by a authorized representative of DVC in presence of authorized representative(s) of the party. Joint Inspection will be carried out in line with the Packing List and Bill of Quantity furnished by the party along with supply.

All materials to be manufactured/ supplied by you 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 you will be intimated for repair/modify or for replacement. In such cases all expenses including to-and-fro freight, packing charges etc., if required shall be to your account.

N. PACKING AND MARKING:

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

O. VENDOR'S DRAWING AND DATA:

All Drawings, data and documentation in respect of the ordered items are an integral part of the

Composite Order. The vendor will furnish all such drawings, data and documentation to the Purchaser.

P. CANCELTION/ 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.
DVC reserves the right not to issue/accept tender documents to any intending bidders with whom DVC has stopped entering into business by virtue of policy decision.

Q. REQUIRED DOCUMENTS FOR MATERIALS DURING SUPPLY OF THE MATERIALS:

- i. **Guarantee Certificate:** to be submitted along with supply for all materials.
- ii. **Test Certificate:** to be submitted along with supply for all materials.
- iii. **CERTIFICATE OF ORIGIN, MANUFACTURER'S PACKING LIST & BILLING OF LADING:** to be submitted along with supply for material code 101540518748.
- iv. **Manufacturer test report/Test report Gov. Lab/NABL Accredited Lab.(Certificate of material of Chemical analysis from Rothe Erde):** to be submitted along with supply for material code 101540518748.
- v. **1:1 interchangeability & fitment certificate are to be furnished during supply of finished product:** to be submitted along with supply for all materials.
- vi. **Manufacturer Inspection Report:** to be submitted along with supply for all materials.
- vii. **Operational Manual to be submitted along with supply:** to be submitted along with supply for all materials.
- viii. **General Arrangement Drawing/Dimensional Drawing:** to be submitted along with offer for all materials.
- ix. **Internal Inspection/Test Report(Dimensional Check certificate from Rothe Erde):** to be submitted along with supply for material code 101540518748.

R. DELIVERY: The details of delivery of materials are as follows:

- a) Drawing to be submitted to indenter for acceptance within 30 days from date of issuance of Purchase Order. ('Drawing' means 'Final Drawing' which needs no further correction/alteration. Date of submission of final drawing to be reckoned as the date of submission of drawing by the vendor.

- b) Approval of final drawing to be given by the indenting officer to the vendor within 10 days from the date of submission of the same by the vendor.
- c) Materials to be delivered to the consignee: Within 240 days from the date of Issuance of Composite Order . Consignee of the material is SE (E), Store, MTPS, DVC. The date of delivery to be reckoned as the date of receipt of the material at site by the consignee.

S. PERIOD OF CONTRACT: 545 days from the date of issuance of order.

T. OTHER TERMS AND CONDITIONS:

1. Completion period:

- (i) **Supply Part:** Roller bearing Slewing Ring (Make: Hoesch Rothe Erde) and Auto Lubrication System are to be supplied within 240 days from the date of issuance of Contract (including submission & approval of drawings & Engineering Data).
- (ii) **Service part:** All works of service part including erection, commissioning & PG test of Roller Bearing Slewing Ring and its Auto Lubrication Systems are to be completed within 90 days from the date of issuance of permit to work.
 - v However, the party may put their best effort for supply, installation & commissioning of the system at the earliest.

2. **Safety:** The party should strictly follow the prevailing safety norms of DVC regarding Projects and Works during execution of works. All necessary **safety measures** must be taken by the contractor along with supply of PPEs to the working personnel. DVC will not be liable for any accidents or incidents resulting from any kind of unsafe act.

3. **The party should abide by the GCC of DVC.** All other General Terms & Conditions will be as per prevailing DVC norms

4. **Training & Manual:** The successful party has to provide 02 (two) copies of all final detailed drawings, O & M manuals, data sheets, critical spares list etc. to DVC during handover of the Machine. Manuals must reference the exact model and style. Manuals referencing equipment similar to but of a different model and style will not be accepted.

5. **Tools and Manpower:** Bidder shall provide all necessary tools and Manpower assistance as required for smooth execution of the work. All special tools & testing equipment are under the scope of the bidder.

6. The necessary **Work Permit** shall have to be taken from the CHP Control room prior to start of work as and when required and the same should be returned to the control room at the earliest after completion of course of work. Though every effort shall be made from DVC end to issue the work permit to the party as per demand.

7. **Accommodation Boarding & Lodging and Local Transportation:** During the work at MTPS may be provided by DVC on a payable basis subject to prior notice, approval and availability or otherwise the party has to arrange on their own. The bidder has to arrange for its own Boarding & Lodging and Local Transportation

8. **Proper and Complete Packing List and Bill of Quantity have to be furnished by the party along with supply of the materials.**

9. **Subletting:** Subletting not allowed without permission of DVC Authority.

10. **Validity of the Contract:** 545 days from the date of issuance of Contract.
11. **COMPLIANCE OF REGULATIONS:** Guided by General Condition of Contract of DVC
12. **DVC SAFETY ASPECTS TO BE COMPLIED:** Guided by General Condition of Contract of DVC
13. **GOVERNING LAW:** The Contract shall be governed by and interpreted in accordance with laws in force in India. The Courts of Kolkata shall have exclusive jurisdiction in all matters arising under the Contract.
14. **TERMINATION OF CONTRACT:** It will be guided by General Condition of Contract of DVC
15. **Material Details and Scope of Works:** As per attached 'Material Details and Scope of Works' in GeM Bid
16. **AGREEMENT:** You will have to submit contract agreement (as per DVC agreement format) in non-judicial stamp paper of appropriate value duly filled in all respect to the C&M Section, MTPS for acceptance before commencement of contract.
17. **Drawing:** General Arrangement (GA) Drawings and Detailed drawings along with engineering data have to be furnished by the successful bidder after all necessary site visit, measurements & inspection prior to starting of production within 30 days (including period(s) of correction(s), if required) after issuance of order, which will be duly approved from competent authority of DVC within 10 days of submission of the same.
15. **Technical Specifications of the items:** Technical specifications of the items will be as per attachment in 'Buyer added Bid Specific Additional Scope of Work' of GeM Bid (Page no.6).

U. Qualifying Requirements (Hereinafter referred to as QR) is given in Buyer Added Bid Specific ATC (Buyer uploaded ATC document Page- 1 to 2) under Sl. no. 3 of GeM bid documents. The bidder(s) has to comply Technical credentials, Financial credentials & relaxation in eligibility criteria (if applicable) as per the QR.

Clause no. 1 and 2, in respect of MSEs and Start-ups bidders respectively, at page-3 of GeM bid document may kindly be ignored. Relaxations in eligibility criteria for MSE/ Start-up bidders will be governed by Clause 'C' regarding Exemptions/Relaxations in eligibility criteria for verified start up vendors/MSE vendors of QR given in ATC document.

V. All FORMS like Letter of Bid (LOB), Declaration regarding Local content in Ex-Work Basis, Declaration regarding Acceptance of All Terms and Conditions (ATC), Affidavit, Integrity Pact, Bank Format, Techno-Commercial Bid Sheet etc. have been attached in the Buyer Added Bid Specific ATC (Sl. No. 5) under Buyer Added Bid Specific Terms and Conditions. Bidders are requested to go through the same and submit the required documents.

W. 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.

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

Y. CORRESPONDANCE:

All correspondence regarding Technical Aspects: Shri Arvind Kumar, Sr.Manager(M), MTPS, (Mob: +91-7004344830), E-mail id: arvind.kumar@dvc.gov.in

All correspondence regarding Store Aspects: Sri. Suraj Lakra, Sr.Manager (E), Store, (Mob: +91-9934091780), E-mail id: suraj.lakra@dvc.gov.in

All correspondence regarding Payment Queries: Sri. Debasish Mondal, Sr. Manager (Fin), Accounts Dept . (Mob: +91-8017992828), E-mail id: Debasish.mondal@dvc.gov.in

All correspondence regarding Commercial Aspects: Sri. Suresh Mahto, Sr.Manager(M), C&M Section, (Mob: +91-9564388544), E-mail Id: suresh.mahto@dvc.gov.in

Z. SETTLEMENT OF DISPUTES AND ARBITRATION:

It will be guided as per W&P manual 2022 (DAMODAR VALLEY CORPORATION).

ZA. NECESSARY DOCUMENTS TO BE SUBMITTED IN ENVELOPE -1 (HARDCOPY DOCUMENTS):

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- (a) **The Earnest Money in the form of Account Payee Demand Draft / Banker's Cheque or Bank Guarantee from a Commercial Bank/ Net Banking transfer/ Online payment in an acceptable form , as applicable) shall be acceptable.**

OR

Self-attested copy of valid documents i.r.o for seeking exemption of Earnest Money.

- (b) **INTEGRITY PACT - IN ORIGINAL AND AS SPECIFIED IN THIS NIT (for Tenders with Estimated Cost \geq Rs. 50.00 Lac) - to be executed on plain paper -**

Note:

- 1) **Envelope 1 (Hard Copy Documents) should be super scribed with NIT No. and Subject and shall contain "INTEGRITY PACT along with NOTARIZED POWER OF ATTORNEY " AND "EMD / Exemption documents.**
- 2) **Envelope -1 (Hardcopy documents) shall be addressed to the Sr. Manager(C&M), 3rd Floor of DVC Towers, C&M Dept., DVC, VIP Road, Kolkata, West Bengal, PIN-700054**
- 3) **Envelope1 (Hard Copy Documents) shall be dropped in the Tender Box at 3rd Floor of DVC Towers, C&M Dept., DVC, VIP Road, Kolkata, West Bengal, PIN-700054 or may be sent through Courier / Speed Post.**
- 4) **Bidders should ensure that instrument towards EMD or exemption documents along with "INTEGRITY PACT" must reach the office of the "C&M Department, 3rd Floor of DVC Towers, DVC, VIP Road, Kolkata, West Bengal, PIN-700054" on or before last date of submission (as per GeM Bid) as mentioned above. Bids will be out rightly rejected without the same.**
- 5) **DVC shall not be responsible for any postal delay in receipt of EMD and Integrity Pact, if applicable. In case the EMD and Integrity Pact, if applicable, are not received within the aforesaid period, the bid may not be opened or out rightly rejected.**

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 [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---

