



Bid Number/बोली क्रमांक (बिड संख्या)<sup>:</sup> GEM/2024/B/5538168 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 12:00:00	
Bid Opening Date/Time/बिड खुलने की तारीख/समय	25-11-2024 12:30:00	
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)	
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Power	
Department Name/विभाग का नाम	Contracts And Materials	
Organisation Name/संगठन का नाम Damodar Valley Corporation   Office Name/कार्यालय का नाम Damodar Valley Corporation		
		Total Quantity/कुल मात्र
ltem Category/मद केटेगरी	GD RAPPING SHAFT Assembly for ESP 500 MW , EERM VERTICAL SHAFT Assembly D_40 for ESP 500 MW , M12X50mm HEX HEAD HT BOLT and NUT for ESP , PIN WHEEL SMALL for EERM 500 MW , ESP Hopper Door clamp Material IS_2062 , HIGH TENSILE HEXAGONAL BOLTS _METRIC THREAD WITH NUT Size M16 X 100 , SHOCK PAD EN_24 , HIGH TENSILE HEXAGONAL BOLTS_METRIC THREAD_ WITH NUT Size M16 X 50 , Non asbestos rope of Size 8 Sq mm for sealin_packing purpose Capcity upto 250 , Plain Bearing Mat C I Gr 25 , Outer arm for emitting rapping mechanism , Thrust Pad For ESP , Non asbestos rope of Size 25 Sq mm for sealing_packing purpose Capcity upto 250 , SET RING Material EN_8 , eye bolt lock bolt of esp manhole door clamp , CERM SHAFT ASSYfor ESP 500 MW , PIN WHEEL BIG , PMX 561 SILICON TR LIQUID , INNER ARM SPARES FOR ESP , OUTER ARM FOR COLLECTING RAPPING SYSTEM SPARES FOR ESP	

Bid Details/बिड विवरण		
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	CERM SHAFT ASSY (1 Set = SHAFT END 2 Nos. + D 50 SHAFT 4 Nos. + SLEEVE 4 Nos. + SET RING 4 Nos.). for ESP 500 MW, GD RAPPING SHAFT Assembly for ESP 500 MW (1 Set = SHAFT END 1 No. + D50 SHAFT 2 Nos. + SLEEVE 2 Nos. + SET RING 2 Nos), EERM VERTICAL SHAFT Assembly D-40 for ESP 500 MW (1 set = Shaft 3 Nos), Plain Bearing,Mat: C.I. Gr-25, INNER ARM, SPARES FOR ESP, OUTER ARM FOR COLLECTING RAPPING SYSTEM,SPARES FOR ESP, Outer arm for emitting rapping mechanism, PIN WHEEL BIG, PIN WHEEL SMALL for EERM 500 MW, SHOCK PAD, EN-24, SET RING, Material: EN-8, Thrust Pad For ESP, ESP Hopper Door clamp, Material: IS-2062, eye bolt lock bolt of esp manhole door clamp, Non asbestos rope of Size 8 Sq mm for sealing/packing purpose.Capacity upto 250, Non asbestos rope of Size 25 Sq mm for sealing/packing purpose.Capcity upto 250, M12×50mm HEX HEAD HT BOLT and NUT for ESP, HIGH TENSILE HEXAGONAL BOLTS (METRIC THREAD) WITH NUT, Size- M16 X 50 (Full Threaded) Bolt Grade- 10.9 as per IS:1367 Nut grade- 10 as per IS:1367, HIGH TENSILE HEXAGONAL BOLTS (METRIC THREAD) WITH NUT, Size- M16 X 100 (Full Threaded) Bolt Grade- 10.9 as per IS:1367 Nut grade- 10 as per IS:1367, HIGH TENSILE HEXAGONAL BOLTS (METRIC THREAD) WITH NUT, Size- M16 X 100 (Full Threaded) Bolt Grade- 10.9 as per IS:1367 Nut grade- 10 as per IS:1367, PMX - 561 SILICON TR. LIQUID	
	<b>Searched String</b> : CERM SHAFT ASSY (1 Set = SHAFT END 2 Nos. + D 50 SHAFT 4 Nos. + SLEEVE 4 Nos. + SET RING 4 Nos.). for ESP 500 MW	
	Category not available on GeM for the text string uploaded by the buyer	
	<b>Searched String</b> : GD RAPPING SHAFT Assembly for ESP 500 MW (1 Set = SHAFT END 1 No. + D50 SHAFT 2 Nos. + SLEEVE 2 Nos. + SET RING 2 Nos)	
	Category not available on GeM for the text string uploaded by the buyer	
	<b>Searched String</b> : EERM VERTICAL SHAFT Assembly D-40 for ESP 500 MW (1 set = Shaft 3 Nos)	
	Category not available on GeM for the text string uploaded by the buyer	
	Searched String: Plain Bearing, Mat: C.I. Gr-25	
	Plain Bearing (BHEL)	
	Searched String: INNER ARM, SPARES FOR ESP	
	Inner Arm Assembly (BHEL), Spare / Add On Battery Packs For Transreceiver - Handheld, Spares Tyre for Tyre coupling, Manikin for intravenous training arm, Spare / Add on Antenna for Transreceiver / Repeater - Mobile / Static / Handheld, Manikin for radial arterial puncture arm training, Calcium Chloride- IS:1314, Manikin for Non - Invasive Blood Pressure Arm Training, Bush Set for lever & Armature for DCEM Brakes (SAIL), Hydrogel Polymer for Agriculture use as per IS 6272	
	Searched String: OUTER ARM FOR COLLECTING RAPPING SYSTEM, SPARES FOR ESP	
	Cables suitable for CCTV System (Accessories), Sharp	

Bid I	Container for Bio - Medical Waste Collection, Drop Arm etails/leg log barrier) (MHA), Foot Operated Pedal Bin or Barrier (Boom Barrier) (MHA), Foot Operated Pedal Bin or
	Bucket for Bio - Medical Waste Collection, Manikin for intravenous training arm
	Searched String: Outer arm for emitting rapping mechanism
	Category not available on GeM for the text string uploaded by the buyer
	Searched String: PIN WHEEL BIG
	Big Crash Mattresses - Gymnastic, pin cushions, Fabric Pin Up Notice Boards, Dowel Pin, Special Proofed Canvas / Duck as per IS 6803, Piston Pin, Wheel Chairs (V2), Lapel Pin, Toilet Brush (V2), Cutting Wheel
	Searched String: PIN WHEEL SMALL for EERM 500 MW
	M.S Stopper for Traffic Control (Portable Barrier)
	Searched String: SHOCK PAD, EN-24
	Shock Baton (MHA), Scrub Pad, Insulated socket, Mouse Pad, Eye Pad, Extracorporeal Shock Wave Lithotripsy Machine, Kellys Pad (V2), Kneeling Pad Cushion, Upcycled Dak Pad, Electronic Percussion Pad
	Searched String: SET RING, Material: EN-8
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Ground Enhancement Material, Sofa Set (Steel Tube), Piston Ring Set-IS:6621, IS:8422, Insulated socket, Ring Wrenches (Spanners) as per IS 2029, Non Sparking Ring Slugging Spanners (V2), Non Sparking Double Ended Ring Spanner (V2), Non Sparking Double Ended Ring Spanner as per IS 4595, Non Sparking Combination Spanners (V2), High end Office Table / Desk Furniture Set / Suit
	Searched String: Thrust Pad For ESP
	Stamp - Pad Ink as per IS 393, Glass Ionomer Cement for Dentistry, Lea Grating Paddles for Vision Testing, Rubber pads for Industrial purpose, B.Twill Gunny Bags For Paddy Seeds - National Seeds Corporation-IS:12650, Hand and Leg restraints, RP - 54 Acknowledgement Due Card, Shin Guard for Taekwondo, Notesheet (Azure Laid) (V2)
	Searched String: ESP Hopper Door clamp, Material: IS-2062
	Steel Flat as per IS 2062, Steel Round as per IS 2062
	Searched String: eye bolt lock bolt of esp manhole door clamp
	Steel Bookcases as per IS 7761
	<b>Searched String</b> : Non asbestos rope of Size 8 Sq mm for sealing/packing purpose.Capacity upto 250
	Swing Check Type Reflux Valves for Water Works Purposes (Single Door Pattern) (V2) as per IS 5312 (Part1)
	<b>Searched String</b> : Non asbestos rope of Size 25 Sq mm for sealing/packing purpose.Capcity upto 250
	Swing Check Type Reflux Valves for Water Works Purposes

Bid   C   (Single Doar Pattern) (V2) as per IS 5312 (Part1)     Bid   C   Searched String: M12×50mm HEX HEAD HT BOLT an NUT for ESP     Hexagonal Head Bolts, Screws and Nuts of Product Gra and B as per IS 1364, Plain Washer as per IS 2016, Hardened and tempered washers for high strength structural bolts and nuts - IS 6649, Assembly Tools For Screws And Nuts - Hexagon Socket Screw Keys - IS 308 Splice Closure for Optical Fiber Cables, Bolt / Bullet Sea     Searched String: HIGH TENSILE HEXAGONAL BOLTS (METRIC THREAD) WITH NUT, Size- M16 X 50 (Full Threaded) Bolt Grade- 10.9 as per IS:1367 Nut grade- 1	des A 2,
NUT for ESPHexagonal Head Bolts, Screws and Nuts of Product Gra and B as per IS 1364, Plain Washer as per IS 2016, Hardened and tempered washers for high strength structural bolts and nuts - IS 6649, Assembly Tools For 	des A 2,
Hexagonal Head Bolts, Screws and Nuts of Product Gra and B as per IS 1364, Plain Washer as per IS 2016, Hardened and tempered washers for high strength structural bolts and nuts - IS 6649, Assembly Tools For Screws And Nuts - Hexagon Socket Screw Keys - IS 308 Splice Closure for Optical Fiber Cables, Bolt / Bullet Sea <b>Searched String</b> : HIGH TENSILE HEXAGONAL BOLTS (METRIC THREAD) WITH NUT, Size- M16 X 50 (Full Threaded) Bolt Grade- 10.9 as per IS:1367 Nut grade- 1	2,
(METRIC THREAD) WITH NUT, Size- M16 X 50 (Full Threaded) Bolt Grade- 10.9 as per IS:1367 Nut grade- 1	1
per IS:1367	0 as
Hexagonal Head Bolts, Screws and Nuts of Product Gra and B as per IS 1364, Prevailing Torque Type Hexagon (With Non-Metallic Insert), Style 1 - IS 7002	
Searched String: HIGH TENSILE HEXAGONAL BOLTS (METRIC THREAD) WITH NUT, Size- M16 X 100 (Full Threaded) Bolt Grade- 10.9 as per IS:1367 Nut grade- 1 per IS:1367	0 as
Hexagonal Head Bolts, Screws and Nuts of Product Gra and B as per IS 1364, Prevailing Torque Type Hexagon (With Non-Metallic Insert), Style 1 - IS 7002	
Searched String: PMX - 561 SILICON TR. LIQUID	
Liquid waste treatment or Digester for solid and liquid waste treatment or Digester for solid and liquid waste	vaste
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification - Shaft Assembly as per Drawing - Inner Arm Assembly (BHEL) - Plain Bearing (BHEL)	
BOQ Title/बीओक्यू शीर्षक Procurement of Different Types of Overhauling Spares ESP DSTPS DVC	of
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़ वाए दस्तावेज़	Doc and nce / is
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया Yes	
RA Qualification Rule H1-Highest Priced Bid Elimination	$\neg$

Bid Details/बिड विवरण		
Type of Bid/बिड का प्रकार	Two Packet Bid	
Primary product category	GD RAPPING SHAFT Assembly for ESP 500 MW	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	7 Days	
Inspection Required (By Empanelled Inspection Authority / Agencies pre- registered with GeM)	No	
Estimated Bid Value/अनुमानित बिड मूल्य	4006464.84	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation	
Arbitration Clause	No	
Mediation Clause	No	

### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	PUNJAB NATIONAL BANK
EMD Amount/ईएमडी राशि	80129

## 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).	25

(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 दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए बिनिर्माता 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/लाभार्थी :

DAMODAR VALLEY CORPORATION Address: Contracts and Materials, Damodar Valley Corporation, Ministry of Power, DVC Towers , Kolkata-700054. (Damodar Valley Corporation)

#### MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	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 guality 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. 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.

<u>OM No.1 4 2021 PPD\_dated\_18.05.2023</u> 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.

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

## **GD RAPPING SHAFT Assembly For ESP 500 MW**

(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

Specification Document	View File
BOQ Detail Document	View File

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

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Chanchal Kumar Paul	713321,Central Stores, DVC- DSTPS, Andal- 713321, West Bengal	4	90

#### EERM VERTICAL SHAFT Assembly D 40 For ESP 500 MW

(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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## 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	5	90

## M12X50mm HEX HEAD HT BOLT And NUT For ESP

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

## Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Chanchal Kumar Paul	713321,Central Stores, DVC- DSTPS, Andal- 713321, West Bengal	200	90

## **PIN WHEEL SMALL For EERM 500 MW**

(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

Specification Document	View File
BOQ Detail Document	View File

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#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Chanchal Kumar Paul	713321,Central Stores, DVC- DSTPS, Andal- 713321, West Bengal	10	90

### ESP Hopper Door Clamp Material IS\_2062

(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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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	80	90

## HIGH TENSILE HEXAGONAL BOLTS \_METRIC THREAD WITH NUT Size M16 X 100

(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

Specification Document	View File
BOQ Detail Document	View File

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

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Chanchal Kumar Paul	713321,Central Stores, DVC- DSTPS, Andal- 713321, West Bengal	600	90

#### SHOCK PAD EN\_24

(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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## 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	50	90

## HIGH TENSILE HEXAGONAL BOLTS\_METRIC THREAD\_ WITH NUT Size M16 X 50

(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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## 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	400	90

## Non Asbestos Rope Of Size 8 Sq Mm For Sealin\_packing Purpose Capcity Upto 250

(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)

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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	90

### Plain Bearing Mat C I Gr 25

(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)

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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	500	90

## **Outer Arm For Emitting Rapping Mechanism**

(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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#### 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	350	90

#### Thrust Pad For ESP

(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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## 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	15	90

## Non Asbestos Rope Of Size 25 Sq Mm For Sealing\_packing Purpose Capcity Upto 250

(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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#### 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	90

## SET RING Material EN\_8

(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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#### 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	20	90

## Eye Bolt Lock Bolt Of Esp Manhole Door Clamp

(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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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	80	90

## **CERM SHAFT ASSYfor ESP 500 MW**

(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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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	6	90

#### **PIN WHEEL BIG**

(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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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	90

## PMX 561 SILICON TR LIQUID

(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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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	4000	150

## **INNER ARM SPARES FOR ESP**

(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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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	700	90

#### **OUTER ARM FOR COLLECTING RAPPING SYSTEM SPARES FOR ESP**

(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)

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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	500	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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

## **ADDITIONAL TERMS & CONDITIONS: - (ATC)**

### Subject: Procurement of Different Types ESP Spares for Overhauling of U#01 ESP, DSTPS.

#### Mode of Tendering: Through OPEN TENDER ENQUIRY & ONLINE REVERSE AUCTION(RA).

- 1) **PRICE BASIS:** The rates quoted by the bidder must be Firm till execution of th e contract and on FOR-Destination Basis and inclusive of applicable Taxes & duti es. However, specific quantum of Taxes, F&I charges (if\_any) to be spelt out clea rly.
- 2) **PAYMENT TERMS:** 100% payment along with full taxes duties will be released within ten (10) days on receipt of materials in good condition and after inspectio n & acceptance at consignee's address and issuance of CRAC, subject to submis sion and acceptance of SDBG/ePBG.

## Note:

- No Payment will be made without acceptance of SDBG.
- Statutory taxes whichever is applicable will be deducted from the bills.
- GST will be applicable as GOI rule.
- Materials to be received at respective consignee's end and Bill & Payme nt has to be processed from respective Accounts of consignee station.
- For DVC Stations at West Bengal (DTPS, MTPS, DSTPS & RTPS) GST no. shal l be **19AABCD0541M1ZO**
- 3) **DELIVERY OF MATERIAL:** As per GeM BID/Contract.
- 4) **DESPATCH OF MATERIAL:** The materials are to be delivered to the consignee 's store, DSTPS, at the own cost & arrangement of the supplier.
- 5) **CONSIGNEE: The Sr. Manager (M), Stores, DSTPS, DVC, Andal, Paschim Bardhhaman, Pin-713321. (W.B.).**
- 6) **INSPECTION/CHECKING/TESTING:** All materials to be manufactured/ supplie

d by you against this enquiry shall be accepted subject to final inspection/check /test by the purchaser or his authorized representative after arrival at site as pe r clause mentioned under terms & conditions of the specification sheet. If upon d elivery, the material does not meet the specifications the material shall be reject ed, and you will be intimated for replacement. In such cases all expenses includi ng to-and-fro freight, repacking charges etc., if required shall be to your account

## 7) **REMOVAL OF REJECTED GOODS AND REPLACEMENT:**

- I. If upon delivery to consignee's go-down, whether inspected and approved e arlier or otherwise, the material / equipment is not found in conformity with the Specifications, the same shall be rejected by the Purchaser or his duly a uthorized representative and notification to this effect will be issued to the V endor normally within 30 days from the date of Receipt of the material at th e Works / Site / consignee's end. The Vendor on receipt of notification shall a rrange removal of the rejected items within 15 days from the date of notification shall a signal of the rejected items within 15 days from the date of notification at his own cost. In the event the Vendor fails to lift the materials within t he said 15 days, the consignee or his authorized representatives without an y further notice or information to the vendor, shall be at liberty to dispose of such rejected items in any manner as he may think fit. All expenses shall be recoverable from the Vendor.
- **II.** In the event, the equipment and materials or any portion thereof are damag ed or lost during transit, the consignee or his authorized representatives sha ll give notice to the Supplier/vendor detailing the particulars of such equipm ent & materials damaged or lost during transit. The replacement of such eq uipment and materials to be affected by the supplier / vendor free of costs i ncluding handling and transportation charges upto site, within a reasonable time.
- 8) **GRAFTS** / **COMMISSION:** Any graft, commission, gift or advantage given, pro mised or offered by or on behalf of the Supplier or his partner, agent officers, dir ector, employee or servant or any one on his or their behalf in relation to the obt aining or to the execution of this or any other Contract with the Owner, shall in a ddition to any criminal liability which it may incur, subject the Supplier to the ca ncellation of this and all other Contracts and also to pay for any loss or damage to the Owner resulting from such cancellation. The Owner shall then be entitled to deduct the amount so payable from any money otherwise due to supplier.
- 9) GUARANTEE/WARRANTY: The bidder shall guarantee that all material supplie d under the supply order/contract s hall conform to the DVC's requirements and s pecifications. Guarantee period of the materials will be 18 months from the date of delivery or 12 months from the date of commissioning whichever is earlier. Th e date of delivery to be reckoned as the date of receipt of the material by the con signee. The bidder shall agree to replace any material, which has been proved de fective or fails to conform to the desired specifications free of cost and risk to the DVC within the Guarantee Period. The guarantee period for such replaced materi al shall be the same as that of materials specified earlier.

If the successful bidder is authorized dealer/agent of the manufacturer, then they shall have to arrange the 'Guarantee Certificate' of the materials from their respe ctive manufacturer and the same has to be produced along with each bill / invoic e for payment action.

10) **PACKING AND MARKING:** All goods shall be securely packed in cases, bundles, threads etc. suitable for Rail/Road/Air/Sea transport. All exposed services/connect ions, protrusions shall be properly protected. All unexposed parts shall be packed

with due care and the packages should bear the words 'HANDLE WITH CARE'. T he packing of the goods to be transported by Rail/Road/Airs/Sea shall be as per t he conditions laid down by the appropriate authorities and the vendor shall obtai n clean railway/goods receipts without any qualifying remarks. All packages and unpacked materials shall be marked on at least 2 (Two) places indicating the na me of the purchaser/consignee, PO No., Gross and Net Weight and Dimensions wi th 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 app roval in writing from the purchaser. All movements sanction, loading permissions etc. from Railway or other authorities shall be obtained by the vendor. The vendo r 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 f orward 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 vend or shall be responsible for any delay in payment of consignment for wants of doc uments and consequent demurrage, detention charges etc.

The supplier will be held responsible for the stores not being sufficiently and prop erly packed at his expense for transport by Road; to ensure them being free from loss or injury at their destination.

In accepting the order, you are understood to accept all responsibilities for any inf ringement in registered design, trademark, patent rights etc.

- 11) **QUALITY ASSURANCE PLAN:** Vendor have to submit Manufacturing Quality Pla n as per attached format. Quality Assurance & Inspection clauses shall be guided as per attached QAP Sheet.
- 12) **TRANSIT INSURANCE:** Arrangements for transit insurance can be made by DV C as per the Mega Risk Policy arranged with the existing underwriter as per time being imposed.
- 13) **SUB-LETTING:** The vendor **shall not sublet** any part of the contract to any oth er vendor/agency without the prior written consent of the owner. Such assignmen ts or subletting or transfer shall not relieve the vendor from any obligation, duty, and responsibility under this contract. Any assignment, transfer subletting withou t the prior approval of the owner shall be void. The owner shall have the right to cancel the order/contract and get the services from elsewhere and the vendor sh all be liable to the owner for any loss or damage which the owner may sustain in consequence or arising out of such contract and the vendor shall indemnify such I oss or damage to the owner.
- 14) **FORCE MAJEURE:** It will be guided as per DVC GCC (attached in GeM bid & also available in http://w ww.dvc.gov.in/dvcwebsite\_new1/conditions-of-contract/.).
- 15) **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 an y indirect or consequential loss or damage, loss of use, loss of production, or l oss 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, provid

ed that this limitation shall not apply to the cost of repairing or replacing defe ctive equipment, or to any obligation of the Contractor to indemnify the Empl oyer with respect to patent infringement, copy right, workman compensation.

- 16) **LD CLAUSE: As per GeM GTC-** If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Dama ges for the delay, unless covered under Force Majeure conditions aforesaid, @ 0. 5% of the contract value of delayed quantity per week or part of the week of dela yed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.
- 17) SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE: Within Fourteen (14) days from the date of issuance of Contract/Work Order/Purchase order, the succe ssful Bidder shall furnish performance security for satisfactory execution of the or der for an amount equivalent to of <u>Three (3) Percent</u> of the value of the tot al Letter of Award (LOA)/ Work Order (WO)/Purchase Order/Contract value in the form of account payee Demand Draft/ Bank Guarantee issued/ confirmed from any of the Nationalised / Scheduled Bank as per the list provided in A nnexure-1 or updated list issued by RBI, safeguarding DVC's interest in all respects.

If the Contractor/Service Provider/Saler 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 rights or remedies it may possess under the Contract, may forfeit the bid security (wherever applicable) and shall short close th e Contract and retender and in this re-tender such defaulting Bidder will not be allowed to participate.

#### In case of Performance Security in form of Bank Guarantee:

In case of Performance Security in form of Bank Guarantee, the bidder may furnish an Unconditional Bank Guarantee as per format provided in GeM from any Nationalised / Scheduled Bank as per the list provided in Annexure-1 or updated list issued by RBI and it should remain valid for a period of 02 Months beyond th e date of completion of all contractual obligations of the contractor, including Defect Liability Period (DLP)/ warranty period of three year.

Therefore, the BG should remain valid for a period of 25 (Twenty-Five) Months from the date o f issuance of BG.

**Duration of e-PBG required (Months):** 05 months (Delivery Period) + 18 (Months) Guarantee period+ 02 Months = **25Months.** 

The Bank Guarantee/ BG Extension shall be issued on the **SFMS (Structured Financial Messaging Syst em)** mode by Issuing Bank to the advising banks (Details of advising banks including IFSC Code: PUNB00 08220 ('0' Stands for zero) is given below):

Details of respective advising banks including IFSC code as follows.

For Head Quarter, Kolkata

Bank Name: PUNJAB NATIONAL BANK,

Branch Name: Manicktala, Kolkata - 7000054,

Account No.: "0082250010682"

IFSC Code: PUNB0008220 ('0' Stands for zero).

However, in case of delay in completion, the validity & claim of this Bank Guarantee shall be extended by the period of such delay. During extension of the SDBG, the bidder may extend the original Bank Guarante e or may furnish new SDBG without considering the projects which have been completed and Guarantee/W

arranty period along with claim period is also over.

**Note:** Other terms & condition SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE as notwithstanding in tender document shall be as per GENERAL CONDITIONS OF CONTRACT (GCC) and Policy for withholding an d Banning of Business Dealings of this NIT.

- i. No payment, whatsoever will be made till the acceptance of SDBG as per the terms of the Contract
- ii. Notwithstanding the provisions specified, if a bidder after having been issued the Contract, either d oes not sign the Contract Agreement or does not submit an acceptable Performance Security, No p ayment, whatsoever will be made.

#### **IMPORTANT NOTE:**

If the Supplier/Contractor/Service Provider fail to submit a Performance Security before the de adline defined in the Tender document, they will be suspended for the period specified in the tender document (maximum up to 2 years) from being eligible to submit Bids/Proposals for co ntracts with DVC.

- 18) RISK PURCHASE CLAUSE: The Employer reserves the right to purchase the material / spares/ equipment /service & works from elsewhere at the sole risk and cost of the Contractor and recover all such extra cost incurred by the Empl oyer in procuring the material, service and works. The procedure to be followe d is given below:
  - a) After the expiry of the specified date of delivery / completion period, if the Co ntractor fails to deliver the materials/ complete the work a notice will be give n to the Contractor for delivering the material/ complete the work immediatel y.
  - b) If the Contractor fails to deliver the material/complete the work, a final risk a nd cost notice will be serve d to the Contractor by registered post with A/D, cl early indicating that if he fails to deliver the materials/ complete the work wit hin 7 days of the receipt of the letter, the same shall be outsourced from othe r source s at the risk and cost of the Contractor.
  - c) The existing order has to be closed and action will be initiated by the Employ er for procurement / completion of work & services of the balance items/ porti on. While taking such action the defaulting Contractor may be given an oppor tunity against fresh enquiry/limited tender.
  - d) If it is found that price has come on the higher side then the difference betwe en the original price and the new price will be recovered from the Contractor.
  - e) For the purpose of recovery of the amount, unpaid amount / security deposit by the way of BG as provided by the Contractor will be adjusted first. If there i s any balance left to be recovered, the Contractor should be informed to depo sit the money at the earliest.
  - f) If he fails to deposit the balance amount no further enquiry will be given as p er banning procedure of DV C.
  - g) In case the amount is considerable, legal action may be considered by the E mployer. Alternatively, the Employer may short close the Order stating the re ason for not resorting to risk purchase clause. In the event of recourse to alter natives as mentioned above, the Employer will have the right tore-purchase t he store s or complete the work, to meet urgency in requirement caused by C ontractor's failure to comply with the schedule of delivery or completion of th e work or services irrespective of the fact whether the materials / equipment/ work/ services are similar or not.
- 19) **GOVERNING LAWS:** The Contract shall be governed and interpreted in accord

ance with laws in force in India. The Court in the City of Kolkata {South 24- Parg anas, New Alipore Court (India)} only shall have exclusive jurisdiction in all matt ers arising under the contract.

- 20) **TERMINATION CLAUSE:** Termination of contract will be applicable as per Clau se No. 17 read with clause sl. No. 24 of OPTIONAL TERMS & CONDITIONS OF CO NTRACT of GCC. GCC-2022 is available in DVC website.
- 21) **SETTLEMENT OF DISPUTES & ARBITRATION:** Any dispute(s) or difference(s) arising out of this NIT & subsequent contract shall, to the extent possible, be s ettled amicably between DVC and the Power Trader.

In the event of any dispute or difference whatsoever arising under the NIT & sub sequent contract or in connection therewith including any question relating to e xistence, meaning and interpretation of the contract or any alleged breach there of, the same shall be referred to the Chairman of Damodar Valley Corporation, K olkata-54 or to a person nominated by him for arbitration. The Arbitration shall b e conducted in accordance with the provisions of arbitration and conciliation law 1996 or latest and the decision/ judgment of Arbitrator/Arbitrators shall be final and binding on both DVC and the contractor.

However, in case the Contractor will be a Central Public Sector Enterprise/ Govt. Department, the dispute arising between DVC and the Contractor shall be settle d through Permanent Arbitration Machinery (PAM) of the Department of Public E nterprise, Govt. of India as per prevailing rules.

All suits arising out of the NIT & subsequent Contract, If any, are subject jurisdict ion of Court in the City of Kolkata {South 24- Parganas, New Alipore Court (India) } only and no other Court, when resolution/settlement through mutual discussio n and arbitration fails.

- 22) **PAYMENT THROUGH RTGS/NEFT:** All payments to be done through RTGS/NE FT only. You must submit the requisite details as asked for payment.
- 23) **PAYING AUTHORITY**: Sr. Manager (Finance), DSTPS, DVC, Andal.
- 24) **VENDOR BILL TRACKING ID:** After submission of bill, a unique bill ID is to be generated through following link: <u>https://application.dvc.gov.in/Vendor/Login.jsp</u> and the said ID to be mentioned in the Bill copy for processing of Bill.

The Vendors on award of contract need to register themselves & submit their contract related bills online. After submission of the bill, a cover letter containing u nique bill ID shall be generated which must be submitted to DVC along with oth er payment related documents in hardcopy.

## 25) **REQUIRED DOCUMENTS FOR MATERIALS:**

i. **Guarantee/Warranty Certificate** is to be furnished along the supply of materials.

ii.1:1 interchangeability & fitment certificate are to be furnished during supply of finished product.

iii. Test Certificate: Test Certificate is to be furnished

26) **Any Other Terms and conditions** which are not specifically mentioned in th e Terms and conditions of the GeM BID/NIT & ATC (document attached) shall b e guided by GeM GTC and DVC's G.C.C as per applicability. Bidders are request ed to visit Website <u>www.dvc.gov.in</u> and <u>www.dvctender.com</u> for getting DVC's G.C.C. & DVC website for GeM GTC. In case of an irreconcilable conflict in the T

erms & Conditions, the following shall prevail in order of precedence:

- i. Letter of Award
- ii. GeM Additional Terms & Condition (ATC)
- iii. GeM General Terms & Condition (GTC)
- iv. DVC'S GCC.
- 27) **ACCEPTANCE OF CONTRACT**: On issuance of contract, the contractor (L1 bidde r), shall acknowledge receipt and convey his acceptance by returning the duplicat e copy of this Work Order duly signed with company seal and date within 10 days to the Work Order Issuing Authority and if the acknowledgment is not received in 10 days it shall be presumed that the contractor (L1 bidder) has accepted the complete Contract.

**Note on Qualifying Requirements generated in GeM Bid**: - The QR criteria mentioned in GeM Bid may please be ignored, it will be as per attached Qualifying Requirement Criteria.

**N.B.:** Please find the attached documents on 'Buyer Added Bid Specific ATC' u nder 'Buyer uploaded ATC document': For detailed Bid/NIT documents whic h consists of Invitation of Bid (IFB), Material Specification, Drawing & QAP , Qualifying Requirement (QR), Scope of Supply, Material Specification, QA P, Instruction to Bidders (ITB), General Conditions of Contract (GCC) & Ban ning of Business Dealings, Terms & Conditions of Contract, Checklist and B id Forms etc.

निविदा विवरण और बोली विशिष्ट सभी नियम और शर्तें , बोली लगाने वाले (आईएफबी) के लिए जानकारी , बोली लगाने वाले (आईटीबी) के लिए निर्देश और सभी बोली फॉर्म 'खरीदार द्वारा अपलोड किए गए एटीसी दस्तावेज़' के तहत 'यहां क्लिक करें देखें' हाइपरलिंक पर उपलब्ध हैं।

## 3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document <u>Click here to view the file</u>.

## 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 के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश को विडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का वोह 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---