

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	03-06-2024 14:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	03-06-2024 14:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Power
Department Name/विभाग का नाम	Contracts And Materials
Organisation Name/संगठन का नाम	Damodar Valley Corporation
Office Name/कार्यालय का नाम	Damodar Valley Corporation
Total Quantity/कुल मात्रा	2
Item Category/मद केटेगरी	Miscellaneous spares for 33 KV Indoor VCB Panel of Make - Schneider Electric, Model no. - PIX , Miscellaneous spares for 11 KV Indoor VCB Panel of Make - Schneider Electric, Model no. - HWX
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC), OEM Authorization Certificate, Additional Doc 1 (Requested in ATC), Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Single Packet Bid
Primary product category	Miscellaneous spares for 33 KV Indoor VCB Panel of Make - Schneider Electric, Model no. - PIX
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

Bid Details/बिड विवरण	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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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).	20

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

Beneficiary/लाभार्थी :

Damodar Valley Corporation, 3rd floor, Contracts and Materials Dept, DVC Tower, DVC(Under Ministry of Power),VIP ROAD,Kolkata, 700054
 Damodar Valley Corporation, 3rd floor, Contracts and Materials Dept, DVC Tower, DVC(Under Ministry of Power),VIP ROAD,Kolkata, 700054
 (Damodar Valley Corporation)

Splitting/विभाजन

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

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. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which

no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer)of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :

TECHNOCOMEMRCIAL SCHEDULE - [1716469994.xlsx](#)

Miscellaneous Spares For 33 KV Indoor VCB Panel Of Make - Schneider Electric, Model No. - PIX (1 set)

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

Technical Specifications/तकनीकी विशिष्टियाँ

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Basudeb Sheet	723133,Raghunathpur Thermal Power Station (RTPS)- DVC, Technical Building, Dumdumi, District- Purulia	1	120

Miscellaneous Spares For 11 KV Indoor VCB Panel Of Make - Schneider Electric, Model

No. - HWX (1 set)

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

Technical Specifications/तकनीकी विशिष्टियाँ

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Basudeb Sheet	723133,Raghunathpur Thermal Power Station (RTPS)- DVC, Technical Building, Dumdumi, District- Purulia	1	120

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**1. Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

3. Inspection

Materials shall be guaranteed for 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier.

4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

TENDER TYPE:

Note: This tender is being processed on Single (OES/OEM) basis. Only offer of M/s SCHNEIDER ELECTRIC INFRASTRUCTURE LIMITED or their Authorized Agent with proper authorization letter/certificate c

containing GeM Bid number will be accepted.

Address:

Technopolis Building, BP-4, 3rd Floor, Salt Lake City, Sec-V, Kolkata-700091, KOLKATA, Pincode: 700091

Bid submitted by other than the above referred Single(OES/OEM) bidder or its bid specific authorized vendor will not be accepted and shall be straightway rejected.

Bidder must ensure compliance of document attached in "Buyer Added Specific Bid Document" and accept all terms & conditions of bid.

Following documents need to be submitted at the time of supply of materials:-

1) 1:1 interchangeability and fitment certificate are to be furnished during supply against all items

2) Guaranty/ Warranty certificate are to be furnished during supply against all items. The items should be Guaranteed/warranted for a period of 18 months from the date of supply or 12 months from the date of installation which one is earlier.

For clarification regarding technical specification please contact: Sr. Manager (E), OPH, Raghunathpur Thermal Power Station, DVC, Dumdumi, PO- Nildih, Purulia- 723133. sanat.sarkar@dvc.gov.in, shailendrakumar@dvc.gov.in

For clarification regarding payment please contact: Sr. Manager (Finance), RTPS & DVC HQ. Email: rajasagar.singh@dvc.gov.in, shilpi.jaiswal@dvc.gov.in, anirban.paul@dvc.gov.in, sandip.mukherjee@dvc.gov.in.

LIST OF DOCUMENTS TO BE ENCLOSED WITH BID DOCUMENTS:

- PAN
- GST
- Bank Detail
- Techno-commercial sheet duly filled up
- QAP acceptance (Format attached in ATC)
- DVC GCC acceptance unconditionally
- No Relation Certificate with DVC in letter head
- BASIC INFORMATION Form
- Acceptance of all terms & conditions
- Letter of Bid
- Affidavit duly notarized in non-judicial stamp paper for genuineness of furnished data in offer
- Certificate FOR COMPLIANCE OF GOI's ORDERS (Format attached in ATC)
- Valid Authorization Certificate if applicable containing GeM bid no.
- Specification of offered materials.
- Power of Attorney or authorization of signatory who is signing the bid.

The bidder(s) are requested to kindly furnish all the filled up Proforma / forms in the following section, along with the company owner / proprietor / partner details such as email id, Contact no., Designati

on, Office address for our records. All the attached documents along with Buyers added ATC need to be furnished (Duly signed and stamped) by the participating bidders for acceptance of the same.

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- a) Any addendum/corrigendum/extension, if required, pertaining to this NIT will be hosted on Government e-Marketing (GeM) [URL: <https://gem.gov.in/>] only. Bidders are requested to visit website Government e-Marketing (GeM) [URL: <https://gem.gov.in/>] regularly for any addendum/corrigendum/extension till opening of tender. It will be assumed that the information contained therein will have been taken into account by the Bidder in their bid.
 - b) Bidders must positively submit their bids online on the Government e-Marketing (GeM) [URL: <https://gem.gov.in/>] portal.
 - c) DVC shall not be responsible in any way for any delay/ difficulties/ inaccessibility of the downloading or uploading facility from the website for any reason whatsoever.
 - d) DVC reserves the right to reject any or all bids or cancel/ withdraw the Invitation for bids without assigning any reason whatsoever and in such case no bidder/intending bidder shall have any claim arising out of such action.
 - e) Tenderers will be solely responsible for the correctness/genuineness of the downloaded tender documents from the GeM Portal. If the offer submitted through the downloaded tender documents which are incomplete, or with changed contents, the offer will summarily be rejected.
 - f) Notwithstanding anything stated above, the owner reserves the right to request for any additional information and reserves the right to reject the tender of any bidder, if in the opinion of the owner, the qualification data/requested information is incomplete and/or the bidder is found not qualified to satisfactorily perform the job.
 - g) Bidders are advised to go through "Training Module in GeM", "GeM Terms & Condition", "GeM GTC" & "FAQ" links available on the login page of the GeM portal for guidelines, procedures & system requirements. In case of any technical difficulty, Bidders may contact the help desk numbers & email ids mentioned at the GeM portal.
 - h) All suits arising out of the enquiry and subsequent Work Order if any, are subject to the jurisdiction in the City of Kolkata only.

COST OF BIDDING:

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

CLARIFICATION ON BIDDING DOCUMENTS:

- a) A prospective bidder requiring any clarification to the bidding documents may notify DVC only through GeM Platform or e-mail to the officers specially assigned for receiving queries as mentioned below in this Gem Bid up to the last date for submission of bids. The Employer will respond through website to any request for clarification of the bidding documents.

Further, any modifications of the Bidding Documents/NIT which may become necessary as a result of the discussion shall be made by DVC exclusively through an amendment to the bidding documents only, which will be uploaded in the GeM website.

- b) The Bidder is advised to visit and examine the site where the facilities are to be installed and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for supply and installation of the facilities. The costs of visiting the site shall be borne by the bidder fully.
- c) The Bidder and any of its personnel or agents will be granted permission by the Employer to enter

upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

AMENDMENT TO BIDDING DOCUMENTS:

- a) At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents after due approval of Tender Inviting Authority.
- b) The amendment will be notified only at <https://gem.gov.in/> and will be binding on them. It will be assumed that the information contained therein will have been taken into account by the Bidder in its bid.
- c) In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, the Employer may, at its discretion, extend the deadline for the requesting/ downloading/ submission/ uploading of bids

SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE/e-PBG:

(a) To ensure due performance of the contract, the Supplier receiving the LOA/Purchase Order is required to furnish the required performance security, in the prescribed form by the specified date as mentioned here.

(b) In case of a JV, wherever applicable, the performance security shall be provided by all partners in proportion to their participation in the project.

(c) Submission of Performance Security is not necessary for a contract value up to Rupees 5(Five) lacs.

(d) Performance security may be furnished in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit receipt of 3% ordered value from a commercial bank, Bank Guarantee (including e-bank guarantee) issued /confirmed from any of the commercial bank in India or Online payment in an acceptable form, safeguarding DVC's interest in all respects.

(e) Performance security is to be furnished by a specified date [generally 21 days after issuance of LOA for Works Contract or generally 14 days after issuance of PO/LOA for Goods/Services Contract] and it should remain valid for the entire Guarantee/Warranty period plus 60 (sixty) days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period (DLP)/ warranty period as applicable.

(f) In case the contractor fails to submit the performance security within 30 days of the date of issuance of LOA/PO, 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 the Contract and retender and in this retender such defaulting bidder will not be allowed to participate.

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

(h) The performance security will be forfeited and credited to DVCs account in the event of a breach of contract by the contractor /supplier/Service provider

Before final payment or before release of the performance bank guarantee, a 'No Claim Certificate' must be submitted by the Supplier/Contractor/ Service Provider to prevent future claims. Also, an ac

knowledge should be provided by the contractor after release of bank guarantee.

Other terms & condition of Security Deposit-Cum-Performance Guarantee as notwithstanding in tender document shall be as per GeM GTC & DVC GCC and Policy for withholding and Banning of Business Dealings of this NIT.

DETAILS OF OUR BANKER:

Account Number	0082250010682
Account Name	Damodar Valley Corporation
Account Type	Cash credit
Branch Code	008220
Address	P-41, CIT Road, Scheme VII M, Kankurgachi, Kolkata - 700054
Phone No.	033-23550160 /23558852
Branch IFSC	PUNB0008220
MICR Code	700024261
SWIFT Code	PUNBINBCCCH

Confirmation of Bank Guarantee shall be issued on the SFMS (Structured Financial Messaging System) mode by Issuing Bank to our bank as mentioned above.

Place of submission of SDBG/e-PBG: The Sr General Manager, C&M Department, 3rd Floor, Damodar Valley Corporation, DVC Towers, VIP Road, Kolkata, West Bengal, Pin: 700054, India.

PRICE BASIS: FOR/Ex-works RTPS, DVC.

OFFER VALIDITY: Offers should invariably be kept open for acceptance for 90 days from the date of opening of the tender.

REDIRECTION OF TENDER ENQUIRY: Tender Enquiry redirected by the manufacturer to his authorized Distributor/dealer may be given cognizance provided necessary supporting documents (like up-to-date pricelist published by the manufacturer, manufacturer's guarantee for quality, delivery time etc.) is enclosed with the offer. Such authorization will be accepted during submission of initial offer only.

PAYMENT TERM: 100% payment along with full taxes and duties will be released through RTGS within ten (10) days on receipt of materials in good condition and after inspection & acceptance at consignee's address and issuance of Consignee Receipt-cum Acceptance Certificate (CRAC), subject to submission and acceptance of SDBG/ePBG.

All payments to the vendor(s) will be released through RTGS/NEFT only.

OR

90% of the ordered value to be paid against dispatch documents through Bank subject to submission & acceptance of Security Deposit cum performance Bank Guarantee (SDBG), if applicable.

In that case necessary bank charges (for both, Party's end & DVC's end) will be borne by the Party. DVC will not bear any charge in this respect.

Balance 10% of the ordered value to be paid after receipt of materials at site and acceptance thereof.

TAXES AND DUTIES: Taxes and duties will be inclusive of quoted prices.

LD CLAUSE: 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 Damages 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 delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.

RISK PURCHASE CLAUSE:

The Purchaser/Owner reserves the right to purchase the material/spares/ equipment or get the service & works done from elsewhere at the sole risk and cost of the Contractor/Vendor and recover all such extra cost incurred by the Purchaser/Owner in procuring the material, services and works contract. The procedure to be followed is given below:

- i) After the expiry of the specified date of delivery/ completion period, a notice should be given to the vendor for delivering the material/ completion the work immediately.
- ii) If the Contractor/Vendor fails to deliver the material/ complete the work, a final risk and cost notice is to be served to the vendor by registered post with A/D/speed post/ email, clearly indicating that if he fails to deliver the materials/ complete the work within specified period as per condition of contract after receipt of the letter/email, the same shall be outsourced/executed from other sources at the risk and cost of the vendor/Contractor. Such letter is to be issued with approval of TAA (Tender Acceptance Authority). However, in case TAA is DVC Board or Chairman, approval of concerned member shall follow by concurrence of Member Finance shall be obtained.
- iii) The existing order has to be closed and action to be initiated for procurement / completion of work & services of the balance items/ portion. While taking such action the defaulting Vendor/Contractor should not be given an opportunity against fresh tender/enquiry.
- iv) If it is found that price has come on the higher side then the difference between the original price and the new price will be recovered from the Vendor/Contractor.
- v) For the purpose of recovery of the amount, unpaid amount / security deposit/ SD by way of BG, provided by the vendor/contractor will be adjusted first, if there is any balance left to be recovered, the Vendor/Contractor should be informed to deposit the money at the earliest.
- vi) If he fails to deposit the balance amount no further enquiry will be given as per banning procedure.
- vii) In case the amount is considerable, legal action may be considered by TAA (Tender Acceptance Authority). However, in case TAA is DVC Board or Chairman, approval of concerned member shall follow by concurrence of Member Finance shall be obtained.
- viii) Alternatively, the Purchaser/ Owner may short close the Order stating the reason for not resorting to risk purchase clause in case of exigency with the approval of TAA (Tender Acceptance Authority). However, in case TAA is DVC Board or Chairman, approval of concerned member shall follow by concurrence of Member Finance shall be obtained.

In the event of recourse to alternatives as mentioned above, the Purchaser/DVC will have the right to re-purchase the stores or complete the work, to meet urgency in requirement caused by Contractor/Vendor's failure to comply with the schedule of delivery or completion of the work or services irrespective of the fact whether the materials /equipment/ work/ service are similar or not.

TERMS OF DELIVERY: All the Goods or Services in the GeM shall be offered on Free Delivery at Site basis including loading/unloading. In respect of items requiring installation, commissioning and other services in the scope of supply (as indicated in respective product category specification / STC / ATC), the cost of the same shall also be included in the offer price.

INSPECTION: Goods supplied will always be subject to our inspection on arrival at the destination. The supplier will be held responsible for the stores not being sufficiently and properly packed at his expenses for transport by to be quoted by the Bidder; so as to ensure them being free from loss or injury at their destination. In accepting the order, you are understood to accept to all responsibilities for any infringement in registered design, trademark, patent rights etc.

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. Goods are to be delivered at consignee's store.

FORCE MAJEURE: It will be guided as per GeM GTC and Clause No. 16 of GCC 2022.

LIMITATIONS OF LIABILITY: Except in cases of Criminal Negligence or willful misconduct, the Bidder 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 Bidder to pay liquidated damages to the Employer AND The aggregate liability of the Bidder 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 repair

g or replacing defective equipment, or to any obligation of the Bidder to indemnify the Employer with respect to patent infringement, copy right, workman compensation.

DELIVERY POINT: DVC RTPS Store.

PRICE REASONABLENESS CERTIFICATE (PRC):-

The vendor must submit a Price Reasonability Certificate (PRC) in their letterhead (with the GeM Bid No) signed by an officer not below the rank of Company's General Manager, stating that the prices charged are reasonable and the same as being charged to all the Govt./semi Govt. Organizations/PSUs including D.G.S.& D. wherever applicable.

SUPPORTING ORDER COPIES:-

In support of price reasonability, self-certified order copies of similar items received from govt. organizations/PSU are required to be furnished along with Offer. The order copies should be for similar works and issued by other organizations in the recent past.

For PRC (Price Reasonability Certificate), if such previous P.O. is not available with the OEM/ OES/ PAC/ SS firm, a price reasonability certificate along with undertaking that no such previous order was executed by them from an officer not below the rank of GM/ equivalent shall be obtained.

Note: Following shall be considered in case of non- availability of GM/equivalent.

1. AGM or Equivalent, Business/Sales Head of Manufacturing Unit, Zonal Business/Sales Head of a region, Regional in charge of Business/Sales, in case of PSU OEM/ OES/ PAC/SS firm.
2. Business/Sales Head of Manufacturing Unit, Zonal Business/Sales Head of a region, Regional in charge of Business/Sales, in case of private OEM/ OES/ PAC/ SS firm.

FREIGHT CHARGES

For procurement from OEM/OES/SS, etc. through STE, freight charges are to be paid as "Freight to pay "on actual basis directly to the GTA (Goods Transport Agency)/Registered Courier Agency as engaged by the OEM/OES/SS, etc. on receipt of documentary evidences from the OEM/OES/SS, etc. supplier. DVC will deposit the applicable GST on freight (GTA basic) directly to the statutory authority on RCM(Reverse Charge Mechanism) basis and issue tax invoices to GTA.

In case of Registered Courier agency, GST will be deposited to the statutory authority by the respective Courier agency and DVC reimburse the GST on submission of tax invoices by the Courier agency by OEM/OES/SS, etc. supplier.

However, in exceptional cases with prior permission of DVC, dispatch can be made on 'freight paid basis' and freight plus its GST (GTA basis/ Registered Courier Agency) amount will be reimbursed by DVC to OEM/OES/SS, etc. supplier at actual on receipt of invoices from OEM/OES/SS, etc. supplier.

DVC GENERAL CONDITIONS OF CONTRACT (GCC) & GeM GTC: The terms and conditions not mentioned herein shall be as per DVC GCC and GeM GTC as applicable. For DVC GCC, please visit http://www.dvc.gov.in/cms-web/general_conditions_Contract and for GeM GTC, please visit www.gem.gov.in. If any contradiction arises between the conditions mentioned in GeM GTC & DVC GCC, the former shall prevail. However, If any contradiction arises between the conditions mentioned herein & GeM GTC, the former shall prevail.

PUBLIC PROCUREMENT CLAUSE: Public Procurement (Preference to Make in India), Order 2017 of GOI, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion, Udyog Bhawan, New Delhi, No.- P45021/2/2017 -B.E.-II dated 15.06.2017 as amended by Order No.- P-45021/2/2017-B.E.-II dated 28.05.2018 and Order No.- P- 45021/2/2017-B.E.-II dated 29.05.2019 and finally revised on 04.06.2020 is applicable for the subject procurement.

PURCHASE PREFERENCE: All the small manufacturing & NSIC registered firms quoting rates within +15% of the L1 offer may be offered up to 25% of the tendered quantity provided that they are willing to match the price of L1. In case more than one MSME tenderer falls within this purview, the total quantity of 25% may be split amongst them proportionately. They should also meet qualification criteria specified in the tender documents. A further 4% within this 25% will be reserved for MSME firms owned by SC/ST entrepreneur.

CANCELLATION/SHORT CLOSURE: The Owner may terminate/short close the contract, by not less than 30 days' written notice to the bidder, to be given after occurrence any of the events specified in the Sl. No. (a) to (e) of this clause and 60 days in the case of the event referred to Sl. No. (g), (h) & (f) 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 any thing 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.

ACCEPTANCE OF PO: On issuance of contract, the contractor shall acknowledge receipt and convey his acceptance by returning the duplicate 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:

Clarifications or representations, if any, from the bidder regarding deviations from the terms and conditions of the Tender document must be submitted before the tender opening. Any settlements concerning deviations from the terms and conditions of the NIT in the case of a Single Tender Enquiry on the GeM portal should be completed prior to the tender opening, in accordance with the bidder's clarifications or representations. Note: No representations regarding deviations from the NIT terms will be considered after the tender opening

BILL TRACKING SYSTEM: It has been advised that all the bill/invoice related to P.O./W.O. must be processed through DVC Portal with following link <https://application.dvc.gov.in/Vendor/> Detailed guidelines related to Processing of Bill for Vendor Bill Tracking are available in the DVC portal under PROCEDUREMENT.

VERIFICATION OF DOCUMENTS: Scanned copies of all the required documents for meeting the qualifying criteria of the tender along with the bid documents shall have to be uploaded in GeM portal during submission of bid online for techno-commercial evaluation & compliance thereof. Tenders will be processed on the basis of scan copy of the documents submitted by the bidders.

L1 Bidder/s (Based on the information/declaration furnished by them online) shall have to produce the documents (as required as per NIT) in original /self-authenticated and attested by Public Notary, in support of the information furnished by them on-line, for verification within 10 days from issuance of letter in case of domestic tenders and 15 days in case of global tenders from the date of notification by DVC. No additional time will be allowed to the L1 Bidder for producing the required documents. In case any bidder(s) fails to produce the documents within the specified period of 10 days in case of domestic tenders and 15 days in case of global tenders, or if any of the information furnished by the bidder(s) on -line is found to be false during verification of documents, which changes the eligibility status of the bidder then following action will be taken: The defaulting such L1 bidder will be liable with forfeiture of EMD with caution letter to refrain in future and in event of 2nd instances EMD will be forfeited and banning of L1 bidder for one year from participating in future tenders.

INTRASTATE E-WAY BILL: As per latest Government Notification no 13/2018 -C.T/GST dtd 06/06/18 for movement of Goods (more than Rs 1 Lakh) within W.B intrastate e-way bill is required.

FIELD QUALITY PLAN (FQP) / QUALITY ASSURANCE PLAN (QAP): Vendor should adhere to the FQP/QAP format as attached. Kindly accept, sign, stamp and send along with offer.

COMMUNICATION DETAILS: - The names and designation along with e-mail address of two officers specially assigned for receiving (i) Envelope -1 (Hardcopy documents) (offline), (ii) future correspondence and (iii) the hard copies (offline) of the supporting documents as asked in the NIT, are mentioned below:

- (i) Smt. AMITA KUMARI, DGM (C&I), C&M deptt., 3rd Floor, DVC Towers, Kolkata-54. Mobile No. 8420974 726; E-mail id: amita.kumari@dvc.gov.in.
- (ii) Shri Aurobindu Maji, Manager (C&I), C&M deptt., 3rd Floor, DVC Towers, Kolkata-54. Mobile No. 7979 870014; E-mail id: aurobindu.maji@dvc.gov.in.

Address for communication:

The Sr General Manager,
C&M Department, 3rd Floor,
Damodar Valley Corporation,
DVC Towers, VIP Road, Kolkata,
West Bengal, Pin: 700054, India,

5. Buyer Added Bid Specific ATC

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

6. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

Senior Manager (Mech.)
TG & AUX DEPT
Raghunathpur Thermal Power station, DVC
Dumdumi, PO- Nildih
Purulia- 723133, WB

7. Generic

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 3 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

8. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

9. Generic

Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

10. Generic

Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

11. Generic

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

12. Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

13. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

DAMODAR VALLEY CORPORATION,HQ,DVC TOWER,KOLKATA
payable at

DAMODAR VALLEY CORPORATION,HQ,DVC TOWER,KOLKATA

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

14. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

DAMODAR VALLEY CORPORATION,HQ,DVC TOWER,KOLKATA

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

15. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

Damodar Valley Corporation

Account No.

0082250010682

IFSC Code

PUNB0008220

Bank Name

PUNJAB NATIONAL BANK

Branch address

P-41, CIT Road, Scheme VII M, Kankurgachi,Kolkata – 700054

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

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 कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---