



Bid Number/बोली क्रमांक (बिड संख्या) GEM/2024/B/5397793 Dated/दिनांक : 19-09-2024

# Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	30-09-2024 15:00:00	
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	30-09-2024 15:30:00	
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	89120	
ltem Category/मद केटेगरी	COLLECTING ELECTRODE SUSPENSION FRAME, FRAME OF EMITTING SYSTEM TOP, FRAME OF EMITTING SYSTEM BOTTOM, FRAME OF EMITTING SYSTEM MIDDLE, EMITTING ELECTRODE SPIRAL TYPE, 150 HNOM, COLLECTING ELECTRODE, 140 HNOM, 1.25 mm, THICKNESS, 750 mm WIDTH WITH U - GUIDE, POP RIVET AND PACKING, GAS SCREEN, DRIVE ARRANGEMENT OF EMITTING RAPP.SYSTEM, EMITTING ECTRODE RAPPING MECHANISM, RAPPING MECHANISM FOR COLLECTING, SHOCK BAR ASSEMBLY.	
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	COLLECTING ELECTRODE SUSPENSION FRAME For ESP Type: FAA-10X 45H- 2X90140-2, FRAME OF EMITTING SYSTEM. (TOP) For ESP Type: FAA-10X 45H- 2X90140-2, FRAME OF EMITTING SYSTEM. (BOTTOM) For ESP Type: FAA-10X 45H- 2X90140-2, FRAME OF EMITTING SYSTEM. (MIDDLE) For ESP Type: FAA-10X 45H- 2X90140-2, EMITTING ELECTRODE SPIRAL TYPE, 150 HNOM FOR ESP Type: FAA-10X 45H- 2X90140-2 (TOTAL 3250 NOS FOR 02 ELECTRICAL FIELDS), COLLECTING ELECTRODE, 140 HNOM, 1.25 mm THICKNESS, 750 mm WIDTH WITH U - GUIDE, POP RIVET AND PACKING FOR ESP Type: FAA-10X 45H- 2X90140-2 (TOTAL 372 NOS FOR 02 ELECTRICAL FIELDS), GAS SCREEN FOR ESP Type: FAA-10X 45H-2X90140-2, DRIVE ARRANGEMENT OF EMITTING RAPP. SYSTEM, FOR ESP Type: FAA-10X 45H-2X90140-2, EMITTING ELECTRODE RAPPING MECHANISM FOR COLLECTING ELECTRODE FOR ESP Type: FAA-10X 45H-2X90140-2, SHOCK BAR ASSY. FOR ESP Type: FAA-10X 45H-2X90140-2 (G2 NOS OF SHOCK BARS)	
	<b>Searched String</b> : COLLECTING ELECTRODE SUSPENSION FRAME For ESP Type: FAA-10X 45H- 2X90140-2	

# Bid Details/las laavailable on GeM for the text string uploaded by the buyer Searched String: FRAME OF EMITTING SYSTEM . (TOP) For ESP Type: FAA-10X 45H- 2X90140-2 Camera for CCTV System (V2) **Searched String**: FRAME OF EMITTING SYSTEM . (BOTTOM) For ESP Type: FAA-10X 45H- 2X90140-2 Camera for CCTV System (V2) **Searched String**: FRAME OF EMITTING SYSTEM . (MIDDLE) For ESP Type: FAA-10X 45H- 2X90140-2 Camera for CCTV System (V2) Searched String: EMITTING ELECTRODE SPIRAL TYPE, 150 HNOM For ESP Type: FAA-10X 45H-2X90140-2 (TOTAL 3250 NOS FOR 02 ELECTRICAL FIELDS) Category not available on GeM for the text string uploaded by the buyer Searched String: COLLECTING ELECTRODE, 140 HNOM, 1.25 mm THICKNESS, 750 mm WIDTH WITH U - GUIDE, POP RIVET AND PACKING For ESP Type: FAA-10X 45H-2X90140-2 (TOTAL 372 NOS FOR 02 ELECTRICAL FIELDS) Category not available on GeM for the text string uploaded GeMARPTS में खोजा गया परिणाम / Searched by the buyer Result generated in GeMARPTS Searched String: GAS SCREEN For ESP Type: FAA-10X 45H-2X90140-2 MOLECULAR SIEVE TYPE - 3A FOR INERT GAS DRIER (3 MM DIA PELLETS) for ONGC, HydroCarbon gas detector, Flexible Quick Coupling GI Pipe and Fittings as per DGS&D Drawing, Camera for CCTV System (V2), PVC Copper Cable (Heavy Duty) - Type A PVC Compound, Category C 2 - FR - LSH as per IS 1554 (Part 1), Glass Ionomer Cement for Dentistry, Mild Steel Sheet Searched String: DRIVE ARRANGEMENT OF EMITTING RAPP. SYSTEM, For ESP Type: FAA-10X 45H-2X90140-2 Category not available on GeM for the text string uploaded by the buyer Searched String: EMITTING ELECTRODE RAPPING MECHANISM For ESP Type: FAA-10X 45H- 2X90140-2 Category not available on GeM for the text string uploaded by the buyer Searched String: RAPPING MECHANISM FOR COLLECTING ELECTRODE For ESP Type: FAA-10X 45H-2X90140-2 Camera for CCTV System (V2), Bunk Beds as per IS 17636, Glass Ionomer Cement for Dentistry, Theft Proof Rifle Racks Searched String: SHOCK BAR ASSY. For ESP Type: FAA-10X 45H- 2X90140-2 (62 NOS OF SHOCK BARS)

by the buyer

Category not available on GeM for the text string uploaded

Bid Details/बिड विवरण				
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	Welded Austenitic Stainless Steel Tubes For Condensers And Heat Exchangers- BHEL			
BOQ Title/बीओक्यू शीर्षक	Supply of internal spares and strengthening materials for restoration of Two ESP fields			
MSE Exemption for Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes			
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/	Yes			
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer			
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes			
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No			
Type of Bid/बिंड का प्रकार	Single Packet Bid			
Primary product category	COLLECTING ELECTRODE SUSPENSION FRAME			
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	4 Days			
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No			
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation			
EMD Detail/ईएमडी विवरण				
Required/आवश्यकता	No			
ePBG Detail/ईपीबीजी विवरण				
Required/आवश्यकता	No			
MII Purchase Preference/एमआईआई खरीद वरीयता				
MII Purchase Preference/एमआईआई खरीद वरीयता	Yes			

## MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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- 1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 3. 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.
- 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.

#### **COLLECTING ELECTRODE SUSPENSION FRAME**

(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	<u>View File</u>
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	Mantu Kumar	829107,DVC, Bokaro Thermal Power Stations, Dist- Bokaro, Jharkhand, Bokaro, 829107	4880	90

## FRAME OF EMITTING SYSTEM TOP

(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	Mantu Kumar	829107,DVC, Bokaro Thermal Power Stations, Dist- Bokaro, Jharkhand, Bokaro, 829107	4120	90

## FRAME OF EMITTING SYSTEM BOTTOM

(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	Mantu Kumar	829107,DVC, Bokaro Thermal Power Stations, Dist- Bokaro, Jharkhand, Bokaro, 829107	6180	90

## FRAME OF EMITTING SYSTEM MIDDLE

(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	<u>View File</u>
BOQ Detail Document	<u>View File</u>

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Mantu Kumar	829107,DVC, Bokaro Thermal Power Stations, Dist- Bokaro, Jharkhand, Bokaro, 829107	8120	90

## **EMITTING ELECTRODE SPIRAL TYPE, 150 HNOM**

(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	Mantu Kumar	829107,DVC, Bokaro Thermal Power Stations, Dist- Bokaro, Jharkhand, Bokaro, 829107	1090	90

# COLLECTING ELECTRODE , 140 HNOM, 1.25 Mm, THICKNESS , 750 Mm WIDTH WITH U - GUIDE , POP RIVET AND PACKING

(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	Mantu Kumar	829107,DVC, Bokaro Thermal Power Stations, Dist- Bokaro, Jharkhand, Bokaro, 829107	53540	90

## **GAS SCREEN**

(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	Mantu Kumar	829107,DVC, Bokaro Thermal Power Stations, Dist- Bokaro, Jharkhand, Bokaro, 829107	1200	90

## **DRIVE ARRANGEMENT OF EMITTING RAPP.SYSTEM**

(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 अईता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

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BOQ Detail Document	<u>View File</u>

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती / रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
L	Mantu Kumar	829107,DVC, Bokaro Thermal Power Stations, Dist- Bokaro, Jharkhand, Bokaro, 829107	1200	90

## **EMITTING ECTRODE 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)

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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	Mantu Kumar	829107,DVC, Bokaro Thermal Power Stations, Dist- Bokaro, Jharkhand, Bokaro, 829107	1530	90

## RAPPING MECHANISM FOR COLLECTING

(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	Mantu Kumar	829107,DVC, Bokaro Thermal Power Stations, Dist- Bokaro, Jharkhand, Bokaro, 829107	3360	90

## **SHOCK BAR ASSEMBLY.**

(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	Mantu Kumar	829107,DVC, Bokaro Thermal Power Stations, Dist- Bokaro, Jharkhand, Bokaro, 829107	3900	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

Sub: Supply of internal spares and strengthening materials for restoration of Two ESP fields ( 1D11 & 1D21) for BHEL make ESP type: FAA-10X 45H-2X90140-2 pertaining to 1X500 Mw unit DVC,BTPS-A.

Damodar Valley Corporation invites electronic tenders (Single Stage-Two Envelope Two Part) through Single tender for "Supply of internal spares and strengthening materials for restor ation of Two ESP fields (1D11 & 1D21) for BHEL make ESP type: FAA-10X 45H-2X90140-2 pert aining to 1X500 Mw unit DVC, BTPS-A" from Bharat Heavy Electricals Limited, SSBG-Eastern R egion., Spares & services business group-eastern region i.e., the OEM or his Bid specific single authorized dealer/ distributor"

Note: -

Bharat Heavy Electricals Limited, SSBG-Eastern Region., Spares & services business group-eastern region, DJ-9/1, 3rd floor, Karunamayee, Sector-II, Saltlake city, Kolkata-700091, Kolkata,

Pin code: 700091 or his single authorized dealer/distributor or his single Bid specific single authorized dealer/ distributor, is only eligible for participating in this tender.

a) b) All other bidders shall be out-rightly rejected during Bid opening.

TECHNO COMMERCIAL BID SHEET: - Techno commercial Bid Sheet with Declaration in support of submission of documents is provided at attached ATC Document

Note: - The bidder has to mandatorily submit the Techno commercial Bid with Declaration in s upport of submission of documents in PDF format along with their Bid.

Necessary Documents to be submitted in Envelope -1 (Hardcopy documents): -

 INTEGRITY PACT - IN ORIGINAL AND AS SPECIFIED IN THIS NIT (for Tenders with Estimated Cost ≥ Rs . 50.00 Lac) - To be executed on plain A-4 size paper.

Note:

Ø Envelope 1 (Hard Copy Documents) should be superscribed with NIT No. and Subject and shall contain "INTEGRITY PACT along with NOTARIZED POWER OF ATTORNEY".

Ø Envelope -1 (Hardcopy documents) shall be addressed to the Sr. General Manager, C&M D epartment, 3rd Floor, Damodar Valley Corporation, DVC Towers, VIP Road, Kolkata-54, West Bengal 19 / 28

Ø Envelope1 (Hard Copy Documents) shall be dropped in the Tender Box at 3rd Floor of DV C Tower, C&M Dept., or may be sent through Courier / Speed Post.

Ø Bidders should ensure that "INTEGRITY PACT" must reach the office of the "Chief Engine er (M), C&M Department, 3rd Floor, Damodar Valley Corporation, DVC Towers, VIP Road, Kol kata-54, West Bengal" on or before last date of submission (as per GeM Bid) as mentioned a bove. Bids will be out rightly rejected without the same.

DVC shall not be responsible for any postal delay in receipt of Integrity Pact, if a applicable. In case the Integrity Pact is not received within the aforesaid period, the bid may not be op ened or out rightly rejected.

# **Commercial Terms & Conditions of Contract:**

1. PRICE BASIS: The rates quoted by the bidder must be Firm till execution of the contract and on FOR Destination Basis in INR currency and that will be inclusive of Packing & Forwarding charges and Freight charge s (if any) etc. and inclusive of Goods and Services Tax (GST). Bidder is to submit HSN code with documentary e vidence. Confirmation of GST with applicable rate is required.

## 2. TAXES & DUTIES:

GST, as admissible, will be paid by DVC as per Govt. of India rule against submission of GST Registration Certificate.

#### 3. PERIOD OF VALIDITY OF BID:

(i) Bids shall remain valid for a period of 90 days from the closing date prescribed by the Employer for the recei pt of bids.

(ii) In exceptional circumstances, the Employer may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made by e-mail. If a Bidder accepts to extend the period of bid validity, the validity of bid security shall also be suitably extended.

#### 4. DELIVERY PERIOD:

The Delivery Period of the items shall be 90 days from the date of issuance of purchase order.

## 5. LIMITATIONS OF LIABILITY:

Except in cases of Criminal Negligence or wilful misconduct,

(i) The Contractor and The Employer shall not be liable to the Other Party for any indire ct or consequential loss or damage, loss of use, loss of production, or loss of profits or I nterest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer

#### AND

- (ii) The aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limit ation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Employer with respect to patent infringem ent, copy right, workman compensation.
- 6. **TRANSIT INSURANCE: -** The items to be supplied have to be mandatory covered by DVC's Open Insurance P olicy during transit from vendors works / site / godown upto the consignee's respective project/formation/ store.
- 7. **INSPECTION CLAUSE: -** Goods supplied will always be subject to our inspection on arrival at the destination i .e., DSTPS, DVC.

#### 8. PAYMENT TERMS:

10% of the total basic value of the purchase order shall be paid as interest free advance along with purchase order or immediately after placing of purchase order.

Balance 90% payment along with full amount of GST and/or, other taxes, duties, levies cess etc., as applicable on the 100% of the basic value at the time of actual dispatch shall be paid against dispatch document and on s ubmission of tax invoices through bank with a provision of part payment against part dispatch.

#### Note:

- · Part-payment against Part supply/delivery is applicable
- 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 & Payment has to be proces sed from respective Accounts of consignee station.
- 9. TERMINATION OF CONTRACT: It will be guided as per DVC GCC (attached in GeM bid & also available in <a href="https://www.dvc.gov.in/dvcwebsite\_new1/conditions-of-contract/">https://www.dvc.gov.in/dvcwebsite\_new1/conditions-of-contract/</a>.)
- 10.**SETTLEMENT OF DISPUTES & ARBITRATION:** It will be guided as per DVC GCC (attached in GeM bid & also available in <a href="http://www.dvc.gov.in/dvcwebsite">http://www.dvc.gov.in/dvcwebsite</a> new1/conditions-of-contract/.)
- 11. VENDOR BILL TRACKING SYSTEM: The Vendor Bill Tracking system is active & available at <a href="https://application.dvc.gov.in/Vendor/">https://application.dvc.gov.in/Vendor/</a> (under PROCEREMENT tab of DVC homepage <a href="https://www.dvc.gov.in/">https://application.dvc.gov.in/</a>).

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 unique bill ID shall be generated which must be submitted to D VC along with other payment related documents in hardcopy.

- **12. SUB-LETTING & ASSIGNMENT:** As Per General Conditions of the Contract of DVC. (Attached in GeM bid & a lso available in <a href="http://www.dvc.gov.in/dvcwebsite\_new1/conditions-of-contract/">http://www.dvc.gov.in/dvcwebsite\_new1/conditions-of-contract/</a>.)
- **13. FORCE MAJEURE:** As Per General Conditions of the Contract of DVC. (Attached in GeM bid & also available in <a href="http://www.dvc.gov.in/dvcwebsite\_new1/conditions-of-contract/">http://www.dvc.gov.in/dvcwebsite\_new1/conditions-of-contract/</a>.)

#### 14. **CONTROLLING OFFICER:** The Officer in Charge (OIC) of respective plants.

## 15. PRICE REASONABLENESS CERTIFICATE (PRC): -

To be submitted stating that the quoted rates are reasonable and same as charged to other Govt. Organisatio ns / PSUs.

## **16. INTEGRITY PACT:**

Integrity Pact shall be applicable for Tenders/Contracts value of Rs.50 Lacs and above.

DVC shall be entering into an Integrity Pact with the bidders as per format given in the Bid Documents. The P roforma has to be returned by the bidder (along with the techno-commercial bid) duly signed by the same sig natory who signed the bid, i.e., who is duly authorized to sign the bid. **Any bid not accompanied by Integrity Pact Proforma duly signed by the bidders shall be rejected straightway**. All pages of Integrity Pact to be signed by the bidders authorized signatory who signs the bid.

In other words, entering into this Pact would be a preliminary qualification.

## 17. SUPPORTING ORDER COPIES: -

In support of price reasonability, self-certified order copies of similar items received from govt. organisations/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.

18. <u>STANDARD TERMS & CONDITIONS:</u> Standard Terms & Conditions mutually agreed between M/s Bharat H eavy Electricals Limited (BHEL) and Damodar Valley Corporation (DVC) for supply of O&M and capital spares o n OEM/OES/PAC basis vide Office Order no: CMM/MoU/BHEL/278 dtd 30/11/2023 will be applicable.

#### 19. Liquidated Damage Clause-

In case of delay in delivery of Spares beyond 3 months from date mentioned in a Purchase Order, for the reas ons attributable to BHEL, DVC shall levy Liquidated Damages from BHEL, a sum equivalent to 0.5 % of the value of the delayed Spares for each week of delay and part thereof subject to maximum of 5% of the undelivere d part of that Purchase Order as per MOU between DVC & BHEL, for supply of O&M and capital spares on OEM /OES/PAC basis vide Office Order no: CMM/MoU/BHEL/278 dt 30/11/2023.

#### 20. RISK PURCHASE CLAUSE:

(i) Alternatively, the Purchaser reserves the right to purchase the material from elsewhere at the sole risk and cost of the Vendor and recover all such extra cost incurred by the Purchaser in procuring the material by the above procedure. (ii) Alternatively, the Purchaser may cancel the Order completely or partly without prejudic e to his right under the alternatives mentioned above (iii) In the event of recourse to alternative (i) and (ii) ab ove, the Purchaser will have the right to repurchase the stores, to meet urgency in requirement caused by Ve ndors failure to comply with the schedule of delivery irrespective of the fact whether the materials are similar or not.

21. **CONSIGNEE:** As per GeM Bid Document.

## 22. SECURITY DEPOSIT CLAUSE:

In line with the agreed terms & conditions as per agreement between M/s. BHEL & DVC for

procurement of O & M and capital spares on OEM/OES/PAC basis vide Office Order no: CMM/MoU/BHEL/278 dt d 30/11/2023.

#### 23. Guarantee/ Warranty Period:

The Vendor shall warrant that all material supplied under the Order shall be new, unused and conform to the Purchasers/owners requirements and specifications as mentioned in the NIT. The Vendor shall guarantee to

he material under the Order for a period as follows.

Material Code	Guarantee/Warranty	
For All Materials	18 months from the date of delivery or 12 months	from
	the date of commissioning whichever is earlier	110111

The date of delivery to be reckoned as the date of receipt of the material at site by the consignee. The Vend or shall agree to replace any material, which has been proved defective or fails to conform to the desired sp ecifications free of cost to the Purchaser within the Guarantee/Warranty Period. The guarantee period for su ch replaced part shall be the same as that of materials specified earlier.

Inspection and acceptance of material, by DVC at DVC Site shall not in any way relieve the Vendor from the responsibility for proper performance during the guarantee period.

#### 24. **REQUIRED DOCUMENTS FOR MATERIALS:**

SI. No.	Document Descriptio n	Submitted With	Material Co de
1.	1:1 interchangeability & fitm ent certificate are to be furn ished during supply of finish ed product	Supply	For All Mate rials
2.	Guarantee/Warranty Certifica te	Supply	For All Mate rials

## 25. OTHER TERMS AND CONDITIONS:

- i) IBR Certificate, G&W Certificate: IBR Certificate, G&W certificate are to be provided along with sup ply for the complete valves.
- **ii) Interchangeability Certificate:** Fitment cum interchangeability certificate for 1:1 interchangeability of the indented items with the existing items is to be submitted along with supply.
- iii) **Motorized Valve :** The valves should be compatible with existing actuator.

## 26. PACKING AND MARKING

All goods shall be securely packed. All packages and unpacked materials shall be marked on at least two plac es indicating the name of the Purchaser/ Consignee, Purchase Order No., gross & net weights and dimensions with indelible paint in English. In case of bundles, metallic plates marked with the above details shall be tagg ed.

## 27. GOVERNING LAWS:

The Contract shall be governed and interpreted in accordance with laws in force in India. The Court in the City of Kolkata {South 24-Parganas, New Alipore Court (India) } only shall have exclusive jurisdiction in all matter s arising under the contract.

#### 28. TERMS AND CONDITIONS: -

# The subject tender is being processed on Single (OEM) Tender Basis with approval of competent authorit y to invite bid only Bharat Heavy Electricals Limited, SSBG-Eastern Region." Spares & services b usiness group-eastern region, DJ-9/1, 3rd floor, Karunamayee, Sector-II, Saltlake city, Kolkata-70 0091, Kolkata, Pincode: 700091 or his single authorized dealer/distributor. Bids not meeting this criterion shall be out-rightly rejected during Bid opening.

The contractor would be bound by the terms and conditions as detailed in the GeM Bid/ GeM contract and DV C General Conditions of Contract (GCC) & General terms & conditions of GeM. Bidders are requested to go thr ough General Conditions of Contract (GCC) of DVC & General terms & conditions of GeM before submission of offers. Terms and conditions which are not specifically mentioned in the NIT and Tender Documents shall be c overed by the General Conditions of Contract (GCC) of DVC & General terms & conditions of GeM.

Note: The terms and conditions mentioned in ATC in attachment shall prevail over GeM Bid Report if there is any contradiction.

#### 29. General Conditions of Contract (GCC) of DVC: -

DVC GCC is provided at--à

30. **ACCEPTANCE OF PO:** On issuance of contract, the contractor shall acknowledge receipt and convey his ac ceptance by returning the duplicate copy of this Work Order duly signed with company seal and date within 1 0 days to the Work Order Issuing Authority and if the ac acknowledgment is not received in 10 days it shall be presumed that the contractor (L1 bidder) has accepted the complete Contract.

#### 31. Correspondence:

a) In case of any difficulties faced regarding NIT terms & conditions by the tenderer in submitting the tender within specified date and time, following officers may be contacted: -

- (i) Shri Rakesh Kumar, Sr. Manager (E), C&M deptt., DVC Towers, Kolkata-54. Mobile No. 7004827921; E-mail id: rakesh.kumar3@dvc.gov.in.
- (ii) Shri Ranjan Kumar Gupta, Manager (C&I), C&M deptt., 3rd Floor, DVC Towers, Kolkata-54. Mobile No. 9308453235; E-mail id: ranjan.gupta@dvc.gov.in;
- (iii) All correspondence regarding Technical Aspects: Shri SANDEEP BHAGAT, Senior Manager (E) , BTPS, BOKARO Kolkata, Mob: 7909075803, e-mail: "SANDEEP BHAGAT" <sandeep.bhag at@dvc.gov.in>;

#### Note\*

Clarifications or representations, if any, from the bidder regarding deviations from the ter
ms 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 cas
e of a Single Tender Enquiry on the GeM portal should be completed prior to the tender op

ening, in accordance with the bidder's clarifications or representations. Note: No represent ations regarding deviations from the NIT terms will be considered after the tender opening

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 <u>attached categories</u>, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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

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

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

---Thank You/धन्यवाद---