

Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687782842900

Generated Date | अनुबंध तिथि: 30-Dec-2023

Bid/RA/PBP No. | बोली/आरए/पीबीपी संख्या: [GEM/2022/B/2686575](#)

Schedule Name | अनुसूची नाम: Schedule 9

Organisation Details संगठन विवरण	Buyer Details खरीदार विवरण
Type प्ररूप: Central PSU	Designation पद: S D E MECHANICAL 1
Ministry मंत्रालय: Ministry of Power	Contact No. संपर्क नंबर: -
Department विभाग: Contracts and Materials	Email ID ईमेल आईडी: rahul.592501@dvc.gov.in
Organisation Name संगठन का नाम: Damodar Valley Corporation	GSTIN जीएसटीआईएन: -
Office Zone कार्यालय क्षेत्र: Damodar Valley Corporation	Address पता: Office of the C&M In Charge, Contract & Management, Mejia Thermal Power Station (MTPS)- DVC, Mejia, BANKURA, WEST BENGAL-722183, India

Financial Approval Detail वित्तीय स्वीकृति विवरण	Paying Authority Details भुगतान प्राधिकरण विवरण
IFD Concurrence आईएफडी सहमति: No	Role: PAO
Designation of Administrative Approval प्रशासनिक अनुमोदन का पदनाम: Sr.Manager,AHMS-7&8	Payment Mode भुगतान का तरीका: Offline
Designation of Financial Approval वित्तीय अनुमोदन का पदनाम: Sr.Manager,AHMS-7&8	Designation पद: Manager Finance of MTPS
	Email ID ईमेल आईडी: parshuram.jha@dvc.gov.in
	GSTIN जीएसटीआईएन: -
	Address पता: Office of the Accounts In Charge, Finance Department, Mejia Thermal Power Station (MTPS)- DVC, Mejia, Bankura, WEST BENGAL-722183, India

Seller Details विक्रेता विवरण	
GeM Seller ID जेम विक्रेता आईडी: HKNK210003530341	Company Name कंपनी का नाम: PRIME INDUSTRIAL VALVES MFG CO
Contact No. संपर्क नंबर: 09825209748	Email ID ईमेल आईडी: prime@primevalvesindia.com
Address पता: A 100-103 & 112-115,AJIT MILL COMPOUND,OPP. MANIAR TRAILOR,RAKHIAL, Ahmedabad, GUJARAT-380023, -	MSME Registration number एमएसएमई पंजीकरण संख्या: UDYAM-GJ-01-0027003
MSE Social Category एमएसई सामाजिक श्रेणी: General	MSE Gender एमएसई लिंग श्रेणी: Male
GSTIN जीएसटीआईएन: 24AAMFP4769M1ZI	

*GST / Tax invoice to be raised in the name of | जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा - Consignee

Delivery Instructions | वितरण निर्देश: NA

#	Item Description आइटम विवरण	Ordered Quantity आइटम वितरण	Unit इकाई	Unit Price (INR) इकाई मूल्य (INR)	Tax Bifurcation (INR) कर विभाजन (INR)	Price (Inclusive of all Duties and Taxes in INR) मूल्य (INR) में सभी शुल्क और कर सहित
1	Product Name उत्पाद का नाम: Valve typeButterfly valve250 NBValve Brand ब्रांड: PRIME Brand Type ब्रांड प्रकार: Unbranded Catalogue Status कैटलॉग की स्थिति: Catalogue not verified by OEM Selling As कैसे बेचा जा रहा है: Reseller not verified by OEM Category Name & Quadrant श्रेणी का नाम और चतुर्थांश: BOQ (Q3) Model मॉडल: CS BUTTERFLY VALVE GEAR OPERATED HSN Code एचएसएन कोड: HSN not specified by seller	2	NO	18,900	NA	37,800
Total Order Value कुल ऑर्डर मूल्य (in INR)						37,800

Consignee Detail परेषिती विवरण						
S.No क्र.सं.	Consignee परेषिती	Item वस्तु	Lot No. लॉट नंबर	Quantity मात्रा	Delivery Start After दिनांक के बाद डिलीवरी शुरू करना है	Delivery To Be Completed By वितरण पूरा कब तक करना है
	Designation पद: -					

1	Email ID ईमेल आईडी : lakshmi.mandal@dvc.gov.in Contact संपर्क : - GSTIN जीएसटीआईएन : - Address पता : Office of the Store In Charge, Central Stores, Mejia Thermal Power Station (MTPS)- DVC, Mejia, BANKURA, WEST BENGAL-722183, India	Valve typeButterfly valve250 NBValve	-	2	30-Dec-2023	27-Jun-2024
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Specification | विनिर्देश 1

[Specification Document | विशिष्टता दस्तावेज़](#)

[Buyer BOQ Document | क्रेता बीओक्यू दस्तावेज़](#)

[Compliance of BOQ Specification And Supporting Document | बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन](#)

Note | टिप्पणी: Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

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ePBG Detail | ईपीबीजी विवरण

Advisory Bank सलाहकार बैंक :	NA
ePBG Percentage(%) ईपीबीजी प्रतिशत (%) :	NA

Terms and Conditions | नियम और शर्तें

1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2. Buyer Added Bid Specific Terms and Conditions-

2.1 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.

2.2 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 %.

2.3 Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

2.4 Generic

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

2.5 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

Sub: Procurement of different valves & NRV, Size : 200 NB and above for Ash Handling Plant of MTPS, Units #7 &8 (2X500 MW)

DVC Enquiry No.: MT/O&M/QSF-05-06-15/AHMS 7&8/ GeM(CUSTOM) OPEN R.A./2022- 23/ GEM/2022/B/2686575/ NG(223)/346 Dated 01/11/2022

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

SL. N O.	NAME	DESIGNATION	ADDRESS	EMAIL-ID
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1.	PRABIR KUMAR SIKDAR	SUPERINTENDING ENGINEER TECHNIC AL-2	MEJIA THER MAL POWER STA TION	prabir.sikdar@dvc.gov.in
2.	Neeraj Goyal	SDE(M) C&M	MTPS	neeraj.goyal@dvc.gov.in

A. 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 charges (if any) etc. and inclusive of Goods and Services Tax (GST). Bidder is to submit HSN code with documentary evidence. Confirmation of GST with applicable rate is required.

B. LD CLAUSE:

The time remains the essence of purchase order awarded by DVC and all supply under a Purchase Order needs to be completed within the stipulated time schedule. The Contractor shall commence work on the Facilities from the date of Notification of Award. The Contractor shall thereafter proceed with the Facilities in accordance with the time schedule specified in Time Schedule to the Contract Agreement. Therefore, the provision has been kept in the contract that in case of delay in delivery, for the reasons attributable to the vendor, owner reserves the right to recover from the vendor, a sum equivalent to 0.5% of the value of the delayed materials for each week of delay and part thereof subject to maximum of 10% of the total value of the order as Liquidated Damage (LD).

In cases, where the works/supply/services extend beyond the contractual completion schedule/delivery period and provisional extension order is issued without deciding on the application of LD, no amount from the RA bill will be deducted as "withheld LD" amount in case where adequate retention payment (over and above SD) remains with DVC as per terms of the contract.

C. RISK PURCHASE CLAUSE:

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

D. FORCE MAJEURE CLAUSE:

Vendor shall not be considered in default if delay in delivery occurs due to causes beyond his control such as acts of God, natural calamities, civil wars, fire, strike, frost, floods, riot and acts of unsurpassed power. Only those causes which have duration of more than seven (7) days shall be considered cause of force /calendar majeure. A notification to this effect duly certified by the statutory authorities shall be given by the Vendor to the Owner within 10 days from the date of such Force Majeure condition by registered letter. In the event of delay due to such causes, the delivery schedule will be extended for a length of time equal to the period of force majeure or at the option of the Owner the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of the Owner. In the event of such cancellation, the Vendor shall refund any amount advanced or paid to the Vendor by the Purchaser and deliver back any materials issued to him by the Purchaser and release facilities, if any, provided by the Purchaser.

E. PAYMENT:

100% payment will be released within ten (10) days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills.
Part payment is allowed against part delivery

F. INSPECTION:

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

G. 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.

H. GUARANTEE/WARRANTY:

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

The date of delivery to be reckoned as the date of receipt of the material at site by the consignee. The Vendor shall agree to replace any material, which has been proved defective or fails to conform to the desired specifications free of cost to the Purchaser within the Guarantee/Warranty Period. The guarantee period for such 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.

I. LIMITATIONS OF LIABILITY:

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

J. INSPECTION/CHECKING/TESTING:

All materials to be manufactured/ supplied by you against this enquiry shall be subject to inspection after arrival at site

e, check and/or test by the purchaser or his authorized representative. If upon delivery, the material does not meet the specifications the material shall be rejected and you will be intimated for repair/modify or for replacement. In such cases all expenses including to-and-fro freight, repacking charges etc., if required shall be to your account.

K. PACKING AND MARKING:

All goods shall be securely packed. All packages and unpacked materials shall be marked on at least two places 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 tagged.

L. CANCELCATION/ SHORT CLOSURE:

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

- a) The Vendor fails to comply with any of the terms of the Order or the bidder do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Owner may have subsequently approved in writing.
- b) The Vendor becomes bankrupt or goes into liquidation.
- c) If as a result of Force Majeure, the Bidder is unable to supply a material for a period of not less than 60 days.
- d) If the Bidder, in the judgment of the Owner has engaged in corrupt or fraudulent practices in competing or in executing the Contract. For the purpose of this clause.
- e) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
- f) "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Owner.
- g) The vendor is otherwise precluded from complying with any of the terms of the order on account of any directives of any lawful authority.
- h) If the Owner, at its sole discretion, decides to terminate this Contract.
DVC reserves the right not to issue/accept tender documents to any intending bidders with whom DVC has stopped entering into business by virtue of policy decision.

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

- i. manu_test:-- Manufacturer test certificate for the item
- ii. Warranty/Guarantee Certificate: Warranty/Guarantee Certificate of the material is to be submitted along with each lot of supply.

N. DELIVERY:

Materials is to be delivered as per mentioned delivery schedule of 180 Days each item after issuance of GeM Contract. Consignee of the material is SE (M), Store, MTPS, DVC. The date of delivery to be reckoned as the date of receipt of the material at site by the consignee.

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

P. VENDOR BILL TRACKING (VBT) SYSTEM:

A self-care vendor bill tracking system has been introduced under web URL: <https://application.dvc.gov.in/Vendor/> where vendor has to register themselves and submit their contract related bills online.

After submission of the bill, a cover letter containing Unique Bill ID shall be generated, which must be submitted to DVC along with other payment related documents in hard copy.

Q. DVC GST Number: 19AABCD0541M1ZO

R. CORRESPONDANCE:

All correspondence regarding Technical Aspects: Sri. Pranav Kol, SE(M), AHMS#7-8 Section, (Mob:9434966070), E-mail Id: pranav.kol@dvc.gov.in

All correspondence regarding Store Aspects: Sri. Lakshmi Kanta Mandal, SE (M), Store, (Mob: +91-9064940634), E-mail id: lakshmi.mandal@dvc.gov.in

All correspondence regarding Payment Queries: Sri. Surendra Prasad, Dy. General Manager (Fin), Accounts Dept. (Mob: +91-9431539651), E-mail id: surendra.prasad@dvc.gov.in

All correspondence regarding Commercial Aspects: Sri. Prabir Kumar Sikdar, SE (M), C&M Section, (Mob:+91-9431913345), E-mail Id: prabir.sikdar@dvc.gov.in

S. SETTLEMENT OF DISPUTES AND ARBITRATION:

It will be guided as per clause no. 33 of Page no. 222 & 223 and Clause no. 20 of page no. 232 to 234 of W&P manual 2016 (DAMODAR VALLEY CORPORATION).

2.6 Buyer Added Bid Specific ATC:

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

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिंट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।