

## Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687731716241

Generated Date | अनुबंध तिथि: 09-Jan-2024

Bid/RA/PBP No. | बोली/आरए/पीबीपी संख्या: [GEM/2023/B/3979631](#)

Organisation Details   संगठन विवरण	Buyer Details   खरीदार विवरण
Type   प्ररूप: Central PSU Ministry   मंत्रालय: Ministry of Power Department   विभाग: Contracts and Materials Organisation Name   संगठन का नाम: Damodar Valley Corporation Office Zone   कार्यालय क्षेत्र: Damodar Valley Corporation	Designation   पद: SDE Electrical Contact No.   संपर्क नंबर: - Email ID   ईमेल आईडी: shalini.gupta@dvc.gov.in GSTIN   जीएसटीआईएन: - Address   पता: Chandrapura Thermal Power Station (CTPS)-DVC, Office of the DCE (C&M), P.O.- Chandrapura, District- Bokaro, BOKARO, JHARKHAND-828403, India

Financial Approval Detail   वित्तीय स्वीकृति विवरण	Paying Authority Details   भुगतान प्राधिकरण विवरण
IFD Concurrence   आईएफडी सहमति: No Designation of Administrative Approval   प्रशासनिक अनुमोदन का पदनाम: SENIOR MANAGER Designation of Financial Approval   वित्तीय अनुमोदन का पदनाम: SENIOR MANAGER	Role: PAO Payment Mode   भुगतान का तरीका: Offline Designation   पद: Sr Manager Finance Email ID   ईमेल आईडी: lalan.gupta@dvc.gov.in GSTIN   जीएसटीआईएन: - Address   पता: Chandrapura Thermal Power Station (CTPS)-DVC, Office of the DGM (Finance), P.O.- Chandrapura, District- Bokaro, Bokaro, JHARKHAND-828403, India

Seller Details   विक्रेता विवरण	
GeM Seller ID   जेम विक्रेता आईडी: 7D3E180000100567 Company Name   कंपनी का नाम: JYOTI RUBBER UDYOG (INDIA) LIMITED Contact No.   संपर्क नंबर: 07011735900 Email ID   ईमेल आईडी: jyotirubber.com@gmail.com Address   पता: 4041,1st floor,AJMERI GATE, DELHI, DELHI-110006, - MII Status   एमआईआई स्थिति: True MSME verified   एमएसएमई सत्यापित: No MSME Registration number   एमएसएमई पंजीकरण संख्या: UDYAM-DL-01-0001460 MSE Social Category   एमएसएमई सामाजिक श्रेणी: General MSE Gender   एमएसएमई लिंग श्रेणी: Male GSTIN   जीएसटीआईएन: 07AAACJ9718K1Z7	

\*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

Product Details   उत्पाद विवरण						
#	Item Description   आइटम विवरण	Ordered Quantity   आइटम विवरण	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	<b>Product Name</b>   उत्पाद का नाम: Electrical Insulating Mat For Electrical Purpose 2MM x Class A <b>Brand</b>   ब्रांड: Jyoti <b>Brand Type</b>   ब्रांड प्रकार: Registered Brand <b>Catalogue Status</b>   कैटलॉग की स्थिति: Catalogue not verified by OEM <b>Selling As</b>   कैसे बेचा जा रहा है: Reseller not verified by OEM <b>Category Name &amp; Quadrant</b>   श्रेणी का नाम और चतुर्थांश: insulating mats for electrical purposes (Q3) <b>Model</b>   मॉडल: jyotimat678 <b>HSN Code</b>   एचएसएन कोड: HSN not specified by seller	760	pieces	370	NA	281,200
2	<b>Product Name</b>   उत्पाद का नाम: Jyoti insulating mats for electrical purposes <b>Brand</b>   ब्रांड: Jyoti <b>Brand Type</b>   ब्रांड प्रकार: Registered Brand <b>Catalogue Status</b>   कैटलॉग की स्थिति: Catalogue not verified by OEM <b>Selling As</b>   कैसे बेचा जा रहा है: Reseller not verified by OEM <b>Category Name &amp; Quadrant</b>   श्रेणी का नाम और चतुर्थांश: insulating mats for electrical purposes (Q3) <b>Model</b>   मॉडल: Insulating mats <b>HSN Code</b>   एचएसएन कोड: HSN not specified by seller	260	pieces	463	NA	120,380
Total Order Value   कुल ऑर्डर मूल्य (in INR)						401,580

**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
1	Designation   पद : - Email ID   ईमेल आईडी : md.imtiyaj@dvc.gov.in Contact   संपर्क : 06549-242267-3336 GSTIN   जीएसटीआईएन : 20AABCD0541M1Z5 Address   पता : Chandrapura Thermal Power Station (CTPS)-DVC, Office of the Controller of Stores, P.O.- Chandrapura, District- Bokaro, BOKARO, JHARKHAND-828403, India	Electrical Insulating Mat For Electrical Purpose 2MM x Class A	-	760	09-Jan-2024	09-Mar-2024
		Jyoti insulating mats for electrical purposes	-	260	09-Jan-2024	09-Mar-2024

**Product Specification for Electrical Insulating Mat For Electrical Purpose 2MM x Class A**

Specification   विनिर्देश	Sub-Spec   उप-विनिर्देश	Value   मूल्य
SPECIFICATION	Governing Specification	Conformity to Indian Standard - IS: 15652 Latest
CERTIFICATION	ISI Marked	YES
	CM/L No	9600054412
MATERIAL AND CATEGORY	Material	Elastomer
	Class	A
	Category	Category III (Mats resistant to acids, alkali and oil and low temperature )
COLOUR	Colour	BLUE
SIZE	Width (mm)	1000
	Length (mm)	2000
TEST REPORT	Availability of Test Reports from Central Govt./State Govt/NABL/IL AC accredited Lab covering all the Declared Parameters as per IS Specification	Yes
	Test reports to be furnished to buyer on demand	Yes
	Test Report No	PTL/GEN/03526
	Test Report Date	20-12-19
	Name of the Lab	PIONEER TEST LAB
	Address of the Lab	Delhi

**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.

**Buyer Defined Additional Specification for | खरीदार परिभाषित अतिरिक्त विशिष्टता के लिए Electrical Insulating Mat For Electrical Purpose 2MM x Class A**

Specification   विनिर्देश	Value   मूल्य
Electrical Insulating Mats, Class A, conforming to IS:15652: 2006/ equivalent, Voltage level - upto 3.3 KV, Thickness -2 mm , width - 1000 mm	Electrical Insulating Mats, Class A, conforming to IS:15652: 2006/ equivalent, Voltage level - upto 3.3 KV, Thickness -2 mm , width - 1000 mm

**Product Specification for Jyoti insulating mats for electrical purposes**

Specification   विनिर्देश	Sub-Spec   उप-विनिर्देश	Value   मूल्य
SPECIFICATION	Governing Specification	Conformity to Indian Standard - IS: 15652 Latest
CERTIFICATION	ISI Marked	YES
	CM/L No	9600054412
MATERIAL AND	Material	RUBBER
	Class	B

CATEGORY	Category	Category I (Mats resistant to acid and oil and low temperature )
COLOUR	Colour	BLUE
SIZE	Width (mm)	1000
	Length (mm)	2000
TEST REPORT	Availability of Test Reports from Central Govt./State Govt/NABL/IL AC accredited Lab covering all the Declared Parameters as per IS Specification	Yes
	Test reports to be furnished to buyer on demand	Yes
	Test Report No	2451210
	Test Report Date	20/05/2015
	Name of the Lab	SKTH
	Address of the Lab	DELHI

**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.

#### Buyer Defined Additional Specification for | खरीदार परिभाषित अतिरिक्त विशिष्टता के लिए Jyoti insulating mats for electrical purposes

Specification   विनिर्देश	Value   मूल्य
Electrical Insulating Mats, Class B, conforming to IS:15652:2006/ equivalent, Voltage level - 11 KV, Thickness -2.5mm , width - 1000 mm	Electrical Insulating Mats, Class B, conforming to IS:15652:2006/ equivalent, Voltage level - 11 KV, Thickness -2.5mm , width - 1000 mm

#### ePBG Detail | ईपीबीजी विवरण

Advisory Bank   सलाहकार बैंक :	State Bank of India
ePBG Percentage(%)   ईपीबीजी प्रतिशत (%) :	10.00

The bidder shall furnish ePBG as applicable as per bid's terms and conditions | बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा

#### 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 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

**Subject:** Procurement of Electrical Insulating Mat for IPH (E) Section, CTPS.

#### Technical Data Sheet

Sl. No.	Material Code	Material Description/Specification	UOM	Qty
1	610120381010	Electrical Insulating Mats, Class A, conforming to IS:15652:2006/ equivalent, Voltage level - upto 3.3 KV, Thickness -2 mm , width - 1000 mm	Sqm	760.0000
2	610103101007	Electrical Insulating Mats, Class B, conforming to IS:15652:2006/ equivalent, Voltage level - 11 KV, Thickness -2.5mm , width - 1000 mm	Sqm	260.0000

**Special Note: -** Fixing of insulating mat with adhesive on the floor will be done by vendor free of cost as per direction of engineer in charge (E),CTPS.

**REQUIRED DOCUMENTS TO BE SUBMITTED WITH SUPPLY OF MATERIALS:-**

1. Guarantee/Warranty Certificate- The Vendor shall warrant that all material supplied under the Order shall be new, unused and conform the Purchasers / owners requirements and specifications as mentioned in the NIT. The Vendor shall guarantee the material under the Order for a period of 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.

2. Manufacturer test report/Test report Gov. Lab/NABL Accredited Lab for all the Items are to be furnished during supply of material.

**Terms and conditions:-**

**1. PRICE BASIS:**

FOR CTPS Store basis for supply and inclusive of all taxes and duties and freight charge (if any). Quoted Price is Firm till execution of Contract.

**2. PRICE BID DISCLOSURE:**

If any price component related to subject NIT in full or in part is exposed and found with its techno commercial offers, the offer shall out rightly be rejected and will not be considered further.

**3. LIQUIDATED DAMAGES:**

If the Seller 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% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever.

**4. TAXES AND DUTIES:**

The quoted price should be inclusive of all taxes & duties as per GeM Terms & conditions.

**5. OUR BANKER:**

(I). STATE BANK OF INDIA, BRANCH- CHANDRAPURA, BRANCH CODE -2925, IFSC CODE SBIN0002925, MICR CODE- 827002504, A/c Name- Sr. Additional Chief Account Officer, A/C NUMBER -11070149049.

6. TERMS & CONDITIONS: All other Terms & Conditions not enumerated herein shall be applicable as per General Terms & Conditions of GeM.

7. Inspection/Checking/Testing: All materials to be manufactured/ supplied by you against this enquiry shall be subject to inspection after arrival at site, check and/or test by the purchaser or his authorized representative. If upon delivery, the material does not meet the specifications the material shall be rejected and you will be intimated for repair/modify or for replacement. In such cases all expenses including to-and fro freight, repacking charges etc., if required shall be to your account.

**8. REMOVAL OF REJECTED GOODS AND REPLACEMENT;**

(I) If upon delivery to consignee's go-down, whether inspected and approved earlier or otherwise, the material / equipment is not found in conformity with the Specifications, the same shall be rejected by the Purchaser or his duly authorized representative and notification to this effect will be issued to the Vendor normally within 30 days from the date of Receipt of the material at the Works / Site / consignee's end. The Vendor on receipt of notification shall arrange removal of the rejected items within 15 days from the date of notification at his own cost. In the event the Vendor fails to lift the materials within the said 15 days, the consignee or his authorised representatives without any further notice or information to the vendor, shall be at liberty to dispose of such rejected items in any manner as he may think fit. All expenses shall be recoverable from the Vendor. (I I) In the event, the equipment and materials or any portion thereof are damaged or lost during transit, the consignee or his authorised representatives shall give notice to the Supplier/vendor detailing the particulars of such equipment & materials damaged or lost during transit. The replacement of such equipment and materials to be effected by the supplier / vendor free of costs including handling and transportation charges upto site, within a reasonable time.

**9. PAYMENT TERMS FOR MATERIALS**

100% payment along with applicable Taxes & duties will be released within ten (10) days of issuance of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills unless otherwise specified in STC / ATC.

**10. Scope of supply of material-**

Bidder must accept to supply material strictly as in line with technical specification mentioned in the Bid.

**11. SUB-LETTING & ASSIGNMENT:**

The Vendor shall not sub-let or assign any part of this Purchase Order/ contract to any other vendor/agency without the prior written consent of the Purchaser / owner. Such assignments or sub-letting or transfer shall not relieve the Vendor from any obligation, duty and responsibility under this Purchase Order / contract. Any assignment, transfer or sub letting without the prior written approval of the Owner shall be void. The Purchaser / owner shall have the right to cancel the order/contract and to purchase the goods/services from elsewhere and the supplier/vendor shall be liable to the Purchaser / owner for any loss or damage which the Purchaser / owner may sustain in consequence or arising out of such purchase and the Vendor shall indemnify such loss or damage to the Owner.

**12. SETTLEMENT OF DISPUTES & ARBITRATION:**

If any dispute of any kind whatsoever shall arise between the Employer and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Facilities—whether during the progress of the Facilities or after their completion and whether before or after the termination, abandonment or breach of the Contract—the parties shall seek to resolve any such dispute or difference by mutual consultation. On failure of Mutual Consultation, the same shall be taken up by either party only through AMRCD [for dispute with CPSE/ Government Departments as Contractor] or to CCIE [ for dispute other than CPSE/ Government Departments and disputed amount exceeds Rs. 10.0 Crs. and on agreement of the Contractor/ vendor], or through arbitration for other cases. Moreover, in cases of disputes pending before the Arbitration Tribunals or the Courts, the parties may opt for CCIE on agreement of both parties and only in the event of the parties withdrawing from such arbitration proceedings and undertaking to forego their rights to proceed further arbitration in the subject matter.

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) inter se and also between CPSEs and Government Departments (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments) and the parties fail to resolve such a dispute or difference by mutual consultation, then such dispute or difference shall be taken up by either party for its resolution only through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes), as per the prevailing rules/ guidelines issued by Department of Public Enterprises, GOI.( Guided as per DVC GCC-2022).

### 13. COMPLIANCE OF REGULATIONS:

You shall warrant that all Goods and/or services covered by this Purchase Order/ contract shall have been produced, sold, dispatched, delivered, tested and commissioned in strict compliance with all applicable laws, regulations including industries (Development & Regulations) Act, 1951 & Industrial Dispute Act, 1947 and any amendments there under, labour agreements, Safety rules and PF compliance, working conditions and technical codes and requirement as applicable from time to time. All laws, rules and regulations required to be followed in execution of the order / contract, must be complied with. The Vendor should execute and deliver such documents as may be needed by the Purchaser/ owner in evidence of compliance. Any liability arising out of contravention of any of the laws on executing this order shall be the sole responsibility of the Vendor and the Owner shall not be responsible in any manner whatsoever.

### 14. 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/Details> guidelines related to vendor registration & processing of bill for vendor bill tracking are available in the DVC portal under "Procurement".

### 15. SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE -

The successful tenderer will have to deposit as security, for satisfactory execution of the order, and for guaranteed performance of the supplied item/executed works or services for an amount equivalent to 10% of the ordered value in the form of Insurance Surety Bonds, account payee demand draft, fixed deposit receipt 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 DVCs interest in all respects within 14 days from the date of issuance of Purchase Order/Work Order and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the contractor [ i.e B.G validity = 22 Months] including Defect Liability Period (DLP)/ warranty period as applicable. 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.

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

NOTE: MSEs registered with MSME /NSIC are also required to deposit security deposit cum performance guarantee.

### 16. Verification of BG:-

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

**b) Verification of BG/BG Extn. advice will be done through SFMS as per details mentioned below:-**

**Bank Name- Canara Bank, Chandrapura**

**Account No. - 351220100013**

**IFSC Code- CNRB0003512**

#### 2.3 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।