

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687762837692

अनुबंध तिथि | Generated Date : 28-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4127209](#)

अनुसूची नाम | Schedule Name: Schedule 19, Schedule 4

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्रारूप Type : मंत्रालय Ministry : विभाग Department : संगठन का नाम Organisation Name : कार्यालय क्षेत्र Office Zone :	पद Designation : संपर्क नंबर Contact No. : ईमेल आईडी Email ID : जीएसटीआईएन GSTIN : पता Address :
Central PSU Ministry of Power Contracts and Materials Damodar Valley Corporation Damodar Valley Corporation	EE Mechanical C and M Dept DSTPS 89067-82344- piyush.srivastava@dvc.gov.in - C&M Department, DVC- Durgapur Steel Thermal Power Station, Andal- 713321, Bardhaman, West Bengal, BARDHAMAN, WEST BENGAL-713321, India

वित्तीय स्वीकृति विवरण Financial Approval Detail	भुगतान प्राधिकरण विवरण Paying Authority Details
आईएफडी सहमति IFD Concurrence : प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval : वित्तीय अनुमोदन का पदनाम Designation of Financial Approval :	Role : भुगतान का तरीका Payment Mode : पद Designation : ईमेल आईडी Email ID : जीएसटीआईएन GSTIN : पता Address :
No Sr manager(C&M),HQ Sr manager(C&M),HQ	PAO Offline Senior Manager Finance DSTPS ashoka.swain@dvc.gov.in - Finance Department, DVC- Durgapur Steel Thermal Power Station, Andal- 713321, Bardhaman, West Bengal, Bardhaman, WEST BENGAL-713321, India

विक्रेता विवरण Seller Details
जेम विक्रेता आईडी GeM Seller ID : कंपनी का नाम Company Name : संपर्क नंबर Contact No. : ईमेल आईडी Email ID : पता Address : एमआईआई स्थिति MII Status : एमएसएमई सत्यापित MSME verified : एमएसएमई पंजीकरण संख्या MSME Registration number : एमएसएमई सामाजिक श्रेणी MSE Social Category : एमएसएमई लिंग श्रेणी MSE Gender : जीएसटीआईएन GSTIN :
ERT0210001918662 Parveen Rubber Mfg. Co. 09433707825 parveenrubber@yahoo.com 77,NAZIRGUNJ, Howrah, WEST BENGAL-711109, - True Yes UDYAM-WB-08-0006712 General Male 19AEUPM5982M1ZA

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

वितरण निर्देश | Delivery Instructions : NA

उत्पाद विवरण Product Details						
#	आइटम विवरण Item Description	आइटम विवरण Ordered Quantity	इकाई Unit	इकाई मूल्य (INR) Unit Price (INR)	कर विभाजन (INR) Tax Bifurcation (INR)	मूल्य (INR में सभी शुल्क और कर सहित) Price (Inclusive of all Duties and Taxes in INR)
1	उत्पाद का नाम Product Name : O ring ID151.77X5.33, MOCEPDM for CEP minimum recirculation Valve ब्रांड Brand : PARVEEN ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: PARVEEN एचएसएन कोड HSN Code: 4016	12	NO	132.75	NA	1,593
2	उत्पाद का नाम Product Name : O ring, SizeID300X6, MOCViton for Air Compressor ModelZR 275 ब्रांड Brand : PARVEEN ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: PARVEEN एचएसएन कोड HSN Code: 4016	30	NO	442.5	NA	13,275

कुल ऑर्डर मूल्य Total Order Value (in INR)						14,868
परिषेती विवरण Consignee Detail						
क्र.सं. S.No	परिषेती Consignee	वस्तु Item	लॉट नंबर Lot No.	मात्रा Quantity	दिनांक के बाद डिलीवरी शुरू करना है Delivery Start After	वितरण पूरा कब तक करना है Delivery To Be Completed By
1	पद Designation : - ईमेल आईडी Email ID : chanchal.paul@dvc.gov.in संपर्क Contact : 89181-29422- जीएसटीआईएन GSTIN : - पता Address : Central Stores, DVC- DSTPS, Andal- 713321, West Bengal, BARDHAMAN, WEST BENGAL-713321, India	O ring ID151.77X5.33, MOCEPDM for CEP minimum recirculation Valve	-	12	28-Mar-2024	26-Jun-2024
		O ring, SizeID300X6, MOCViton for Air Compressor ModelZR 275	-	30	28-Mar-2024	26-Jun-2024
विनिर्देश Specification1						
विशिष्टता दस्तावेज़ Specification Document						
क्रेता बीओक्यू दस्तावेज़ Buyer BOQ Document						
बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन Compliance of BOQ Specification And Supporting Document						
टिप्पणी Note:: 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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विनिर्देश Specification2						
विशिष्टता दस्तावेज़ Specification Document						
क्रेता बीओक्यू दस्तावेज़ Buyer BOQ Document						
बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन Compliance of BOQ Specification And Supporting Document						
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ईपीबीजी विवरण ePBG Detail						
सलाहकार बैंक Advisory Bank :						NA
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):						NA
नियम और शर्तें Terms and Conditions						
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

ADDITIONAL TERMS & CONDITIONS: - (ATC)

Sub: “Procurement of Different O-rings for TG & Aux on OTE Basis, DSTPS, DVC. ”

Mode of Tendering: (THROUGH OPEN TENDER ENQUIRY)

1. PRICE BASIS: The rates quoted by the bidder must be Firm till execution of the contract and on FOR-Destination Basis and in INR currency. These are to be quoted in an explicit way. Rates quoted for bought out items (if any) should be all inclusive price on F.O.R. - destination basis. However, specific quantum of Taxes, F&I charges (if any) to be spelt out clearly.

2. Payment Terms: - 100% payment along with applicable Taxes & duties will be released within ten (10) days of issuance of consignee receipt-cum-acceptance certificate (CRAC) . Part payment against Part Supply applicable.

3. Price Disclosure clause: 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 outrightly be rejected and will not be considered further.

4. OFFER VALIDITY -Offers should invariably be kept open for acceptance for 180 days from the date of opening of the tender.

5. LD CLAUSE AND RISK PURCHASE CLAUSE

- (i) 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.
- (ii) (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.
- (iii) Alternatively, the Purchaser may cancel the Order completely or partly without prejudice to his right under the alternatives mentioned above.
- (iv) In the event of recourse to alternative (ii) and (iii) 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.

6. Supplies must be strictly in accordance with specifications, samples etc. furnished or approved by the DVC. Suppliers will be responsible for deviation in respect of technical specifications and commercial terms and conditions whatsoever. Bidders are requested to go through the Clause No. 6 of GCC 2016 before submitting their offer.

7. The supplier will be held responsible for the stores not being sufficiently and properly packed at his expenses for transport by Road; so as to ensure them being free from loss or injury at their destination.

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

9. 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.

10. Goods are to be delivered at consignee's store on Freight Paid basis.

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

12. DELIVERY: - 90 DAYS from the date of Issuance of Purchase Order.

14 ACCEPTANCE CLAUSE: The materials will be accepted only after inspection at DSTPS store by DCE (M), WP or his authorized representative.

15 DESPATCH OF MATERIAL: - The materials are to be delivered at DSTPS stores at the own arrangement of the supplier.

16. The supplier will be held responsible for the stores not being sufficiently and properly packed at his expenses for transport by Road; so as to ensure them being free from loss or injury at their destination.

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

18. SUBLETTING CLAUSE:

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 subletting 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.

19. DELIVERY CLAUSE:

Date of delivery is to be reckoned as the date of receipt of the materials/goods by the consignee. However, in case of ex-works basis, the delivery date will be considered as per date of consignment note.

20. SPECIAL INSTRUCTION TO BIDDERS:

1.The following documents are duly self-attested by the bidder, is to be enclosed along with the offer: a) PAN card b) GST registration certificate c) Bank Account Detail d) Form (1-9), e)Affidavit (Form 2), f)Letter of Bid, g)EMDBG (if applicable), h)Bidder Details(Form C), Certificate, etc to be filled up is attached format and to be uploaded as per the given format in NIT.

2. Any upward variation in taxes and duties beyond scheduled contract validity period will be borne by you. However, any decrease in this respect will have to be passed on to DVC.

3. Please furnish your e-mail, Fax No., and name of the contact person with his contact no. who may be contacted for queries related to the subject procurement.

4. All Terms & Condition will be deemed to have been accepted by you if you quote the rate and nothing mentioned in your offer.

5. All Other Terms & Conditions which are not specifically mentioned in the terms and conditions of the NIT shall be guided by DVC's G.C.C as per applicability.

21. TRANSIT INSURANCE: Arrangements for transit insurance can be made by DVC as per Mega Risk Policy arranged with the existing underwriter as per time being imposed.

22. PAYMENT THROUGH RTGS/NEFT: All payments to you will be released through RTGS/NEFT only. You have to submit the requisite details as asked for payment.

23. HSN CODE: - HSN code needs to be mentioned in the offer.

24. BANKER DETAILS: Please enclose CANCELLED Cheque with quotation for your bank details.

25. Other Documents Submission: The bidders are requested to kindly furnish your company owner/prop. /Partner details such as email id, Mob no., Designation, office address for our records.

26. NOTE OF DOCUMENT SUBMISSION: - All the attached documents along with Buyers added ATC needs to be furnished (Duly signed with stamped) by all participating bidders for acceptance of the same.

27. Generation of Unique Bill ID: After submission of bill, a unique bill ID to be generated through following link: <https://application.dvc.gov.in/Vendor/Login.jsp> and the said ID to be mentioned in the Bill copy for processing of Bill.

28. PACKING AND MARKING: All goods shall be securely packed in cases, bundles, threads etc. suitable for Rail/Road/Air/Sea transport.

All exposed services/connections, protrusions shall be properly protected. All unexposed parts shall be packed with due care and the packages should bear the words "HANDLE WITH CARE". The packing of the goods to be transported by Rail/Road/Air/Sea shall be as per the conditions laid down by the appropriate authorities and the vendor shall obtain clean railway/goods receipts without any qualifying remarks. All packages and unpacked materials shall be marked on at least 2 (Two) places indicating the name of the purchaser/consignee, PO No., Gross and Net Weight and Dimensions with indelible paints in English. In case of bundles, metallic plates marked with the above details shall be tagged. All goods should be dispatched as per the relevant terms of the PO. In case of any mode of transport as to be resorted to other than that mentioned in the PO, the same should be done only after obtaining prior approval in writing from the purchaser. All movements sanction, loading permissions etc. from Railway or other authorities shall be obtained by the vendor. The vendor shall communicate the relevant dispatch particulars immediately on dispatch by telex/telegram/fax to the consignee as specified in the PO. The vendor shall also forward original and copies of dispatch documents to the concerned authorities as required in the PO within 2 days from the date of dispatch, failing which the vendor shall be responsible for any delay in payment of consignment for wants of documents and consequent demurrage, detention charges etc.

29. Other Terms and conditions which are not specifically mentioned in the Terms and conditions of the NIT shall be guided by DVC's G.C.C as per applicability. Bidders are requested to visit Website.

www.dvc.gov.in and www.dvctender.com for getting DVC's G.C.C.

30. FORCE MAJEURE: 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.

31. DVC GST NO:19AABCD0541M1Z0

32. **TERMINATION CLAUSE:** Termination of contract will be applicable as per Clause No. 17 read with clause sl. No. 24 of OPTIONAL TERMS & CONDITIONS OF CONTRACT of GCC. GCC-2016 is available in DVC website.

33. **GUARANTEE/WARRANTY:** For Material V BELT SPB 6700 - 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 the material under the Order for a period as follows. 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.

34. Other terms and conditions:

1. **Specifications-** Items should be supplied as per dimensions and MOC provided in the material specification of GeM Portal
2. **Vendor Qualification-** Supplying Vendor should be the manufacturer of the Rubber items like O-ring, Rubber cords.
3. **Bid Evaluation procedure:** Bid Evaluation will be done on Summery wise Basis.
4. **Guarantee/Warranty Certificate:** Vender should submit Guarantee/Warranty Certificate at the time of delivery.
5. **Test Certificate:** Material Test Certificates are to be provide along the supply of the material.

35. Contact Us:

(a) If any queries related to enquiry/NIT/P.O., you may contact to Sri M.K. Mondal, Superintending Engineer (Mech), C&M, DSTPS, DVC, Andal, email id: mrinal.mondal@dvc.gov.in OR Sri Piyush Kumar Srivastava, EE(M), C&M, DSTPS, DVC, Andal, email id piyush.srivastava@dvc.gov.in Mob No.: 8318633565

(b) **Consignee:** The Superintending Engineer (M), In-charge of DSTPS stores, DVC, P.O-Andal, Dist. - Paschim Burdwan, Pin No. -713321, Mob. No.- 9434745841, email id: dstpsstores@gmail.com.

Please contact with him for Road Permit / waybill, if required.

(c) **Paying Authority:** The Sr. Manager (Finance), DSTPS, DVC, P.O.- Andal , Dist.- Paschim Burdwan , Pin No. -713321, Mobile No.- 9431539651, email id: dstpsaccounts@gmail.com. Please contact with him for any queries regarding Payment.

(d). **Indenting department:** - Manish Jain, EE (M), DSTPS, DVC, Andal. Mobile No.: 8839480765, Mail-ID: manish.jain@dvc.gov.in, Shri Abhijit Chandra SE (M), TG, DSTPS, DVC, Andal. Ph. No. 9835343510, Mail ID: abhijit.chandra@dvc.gov.in.

36.) The bidders are requested to upload the forms and affidavit (attached in bid) duly filled up.

Address for communication:

The Dy GM (M), C&M,
DSTPS, DVC,
P.O: Andal,
Dist.: Paschim Bardhaman,
PIN: 713321, West Bengal.

2.3 Buyer Added Bid Specific ATC:

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

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।

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