

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687753000760

अनुबंध तिथि | Generated Date : 08-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4403669](#)

अनुसूची नाम | Schedule Name: Schedule 1, Schedule 15, Schedule 20, Schedule 9, Schedule 7, Schedule 34, Schedule 30, Schedule 25, Schedule 19, Schedule 27, Schedule 31

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
<p>प्ररूप Type : Central PSU</p> <p>मंत्रालय Ministry : Ministry of Power</p> <p>विभाग Department : Contracts and Materials</p> <p>संगठन का नाम Organisation Name : Damodar Valley Corporation</p> <p>कार्यालय क्षेत्र Office Zone: Damodar Valley Corporation</p>	<p>पद Designation : SDE MECHANICAL 3</p> <p>संपर्क नंबर Contact No. : 03241-263032-2081</p> <p>ईमेल आईडी Email ID : shakti.kumar@dvc.gov.in</p> <p>जीएसटीआईएन GSTIN : -</p> <p>पता Address : Office of the C&M In Charge, Contract & Management, Mejia Thermal Power Station (MTPS)- DVC, Mejia, BANKURA, WEST BENGAL-722183, India</p>

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

विक्रेता विवरण Seller Details
<p>जेम विक्रेता आईडी GeM Seller ID : XJZF200001646652</p> <p>कंपनी का नाम Company Name : B R ENTERPRISE</p> <p>संपर्क नंबर Contact No. : 08240189922</p> <p>ईमेल आईडी Email ID : swarnendu7nov@gmail.com</p> <p>पता Address : 162/55 SN ROY ROAD, SAHAPUR, Kolkata, WEST BENGAL-700038, -</p> <p>एमआईआई स्थिति MII Status : True</p> <p>एमएसएमई सत्यापित MSME verified : Yes</p> <p>एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-WB-10-0015360</p> <p>एमएसएमई सामाजिक श्रेणी MSE Social Category : General</p> <p>एमएसएमई लिंग श्रेणी MSE Gender : Male</p> <p>जीएसटीआईएन GSTIN: 19AYTPG7904N1ZK</p>

*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	<p>उत्पाद का नाम Product Name : Middle ring for vent valve 80 NB Part no. 13</p> <p>ब्रांड Brand : BRE</p> <p>ब्रांड प्रकार Brand Type : Unbranded</p> <p>कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM</p> <p>कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM</p> <p>श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3)</p> <p>मॉडल Model: BRE</p> <p>एचएसएन कोड HSN Code: 8431</p>	4	NO	3,400	NA	13,600
2	<p>उत्पाद का नाम Product Name : KEVLAR PACKING FOR EQUALISING VALVE 150NB</p> <p>ब्रांड Brand : BRE</p> <p>ब्रांड प्रकार Brand Type : Unbranded</p> <p>कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM</p> <p>कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM</p> <p>श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3)</p> <p>मॉडल Model: BRE</p> <p>एचएसएन कोड HSN Code: 8431</p>	5	KG	925	NA	4,625
	उत्पाद का नाम Product Name : Middle ring for ash discharge valve 200 NB Part No 2					

3	ब्रांड Brand : BRE 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: BRE एचएसएन कोड HSN Code: 8431	10	NO	10,900	NA	109,000
4	उत्पाद का नाम Product Name : Limit switch bracket for 80 NB Dual disc valve Material M.S. ब्रांड Brand : BRE 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: BRE एचएसएन कोड HSN Code: 8431	16	NO	325	NA	5,200
5	उत्पाद का नाम Product Name : KEVLAR PACKING FOR VENT VALVE 80 NB ब्रांड Brand : BRE 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: BRE एचएसएन कोड HSN Code: 8431	5	KG	543	NA	2,715
6	उत्पाद का नाम Product Name : KEVLAR PACKING FOR DUAL DISC ASH DISCHARGE VALVE 250 NB ब्रांड Brand : BRE 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: BRE एचएसएन कोड HSN Code: 8431	4	KG	1,700	NA	6,800
7	उत्पाद का नाम Product Name : Disc for 250 NB duel disc valve Part no 3 ब्रांड Brand : BRE 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: BRE एचएसएन कोड HSN Code: 8431	8	NO	6,700	NA	53,600
8	उत्पाद का नाम Product Name : KEVLAR PACKING FOR ASH DISCHARGE VALVE 200 NB ब्रांड Brand : BRE 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: BRE एचएसएन कोड HSN Code: 8431	12	KG	1,300	NA	15,600
9	उत्पाद का नाम Product Name : End cover for ash discharge valve 200NB Part No.1 ब्रांड Brand : BRE 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: BRE एचएसएन कोड HSN Code: 8431	22	NO	12,680	NA	278,960
10	उत्पाद का नाम Product Name : Limit switch bracket for 200NB Dual disc valve Material M.S. ब्रांड Brand : BRE 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: BRE एचएसएन कोड HSN Code: 8431	16	NO	900	NA	14,400
11	उत्पाद का नाम Product Name : Seat for 250 NB duel disc valve Part no 4 ब्रांड Brand : BRE 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: BRE एचएसएन कोड HSN Code: 8431	8	NO	4,000	NA	32,000
कुल ऑर्डर मूल्य Total Order Value (in INR)						536,500

परोषिती विवरण | Consignee Detail

क्र.सं. S.No	परोषिती 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	<p>पद Designation :- ईमेल आईडी Email ID : suraj.lakra@dvc.gov.in संपर्क Contact :- जीएसटीआईएन GSTIN :- पता Address : Office of the Store In Charge, Central Stores, Mejia Thermal Power Station (MTPS)- DVC, Mejia, BANKURA, WEST BENGAL-722183, India</p>	Middle ring for vent valve 80 NB Part no. 13	-	4	08-Apr-2024	06-Aug-2024
		KEVLAR PACKING FOR EQUALISING VALVE 150NB	-	5	08-Apr-2024	06-Aug-2024
		Middle ring for ash discharge valve 200 NB Part No 2	-	10	08-Apr-2024	06-Aug-2024
		Limit switch bracket for 80 NB Dual disc valve Material M.S.	-	16	08-Apr-2024	06-Aug-2024
		KEVLAR PACKING FOR VENT VALVE 80 NB	-	5	08-Apr-2024	06-Aug-2024
		KEVLAR PACKING FOR DUAL DISC ASH DISCHARGE VALVE 250 NB	-	4	08-Apr-2024	06-Aug-2024
		Disc for 250 NB duel disc valve Part no 3	-	8	08-Apr-2024	06-Aug-2024
		KEVLAR PACKING FOR ASH DISCHARGE VALVE 200 NB	-	12	08-Apr-2024	06-Aug-2024
		End cover for ash discharge valve 200NB Part No.1	-	22	08-Apr-2024	06-Aug-2024
		Limit switch bracket for 200NB Dual disc valve Material M.S.	-	16	08-Apr-2024	06-Aug-2024
		Seat for 250 NB duel disc valve Part no 4	-	8	08-Apr-2024	06-Aug-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.

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.

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](#)

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.

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.

विनिर्देश | Specification3

विशिष्टता दस्तावेज़ | Specification Document

[ક્રેતા બીઓક્યુ દસ્તાવેજ | Buyer BOQ Document](#)

बीओक्यू विशिष्टता और सहायक दस्तावेज 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.

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.

विनिर्देश | Specification4

विशिष्टता दस्तावेज | Specification Document

ક્રેતા બીઓક્વુ દસ્તાવેજ | Buyer BOQ Document

बीओक्यू विशिष्टता और सहायक दस्तावेज 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.

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.

विनिर्देश | Specification5

विशिष्टता दस्तावेज | Specification Document

ક્રેતા બીઓક્વુ દસ્તાવેજ | Buyer BOQ Document

बीओक्यू विशिष्टता और सहायक दस्तावेज 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.

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.

विनिर्देश | Specification6

विशिष्टता दस्तावेज | Specification Document

क्रेता बीओक्यू दस्तावेज | Buyer BOQ Document

बीओक्यू विशिष्टता और सहायक दस्तावेज 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.

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.

विनिर्देश | Specification 11

[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.

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.

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक Advisory Bank :	State Bank of India
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	10.00
बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा The bidder shall furnish ePBG as applicable as per bid's terms and conditions	

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 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.

2.3 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 %.

2.4 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

Sub.: Procurement of different valves and their spares for Dry System in Ash handling plant of MTPS, Units #7 & 8 (2X500 MW).

DVC Enquiry No.: MT/O&M/QSF-05-06-15/AHMS7&8/23-24/GEM/2023/B/4403669/SHK(046)/859 Dated 02/01/2024

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

- SURESH MAHTO**, Senior Manager(M), C&M - MTPS DVC: Email ID- suresh.mahto@dvc.gov.in
- SHAKTI KUMAR**, Manager (E), C&M - MTPS DVC: Email ID- shakti.kumar@dvc.gov.in

1) QUALIFYING REQUIREMENTS shall be as per 'Buyer Added Bid Specific ATC: Buyer uploaded ATC document'.

2) TECHNICAL SPECIFICATION OF ITEMS FOR SUPPLY ALONG WITH DRWWING:

The Technical Specification of Items to be supplied against this BID along with the relevant Drawings are attached under Instructions to Bidders (ITB) of 'Buyer Added Bid Specific ATC: Buyer uploaded ATC document'.

3) 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

d Services Tax (GST). Bidder is to submit HSN code with documentary evidence. Confirmation of GST with applicable rate is required.

4) LD CLAUSE:

If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period (s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value (Supply Order) of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.

5) RISK PURCHASE CLAUSE:

The Employer reserves the right to purchase the material / spares/ equipment /service &works from elsewhere at the sole risk and cost of the Contractor and recover all such extra cost incurred by the Employer in procuring the material, service and works. The procedure to be followed is given below: -

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

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

6) FORCE MAJEURE CLAUSE:

Vendor/Contractor/Service Provider shall not be considered in default if delay in delivery/completion occurs due to causes beyond his control such as acts of God, natural calamities, civil wars, fire, strike, frost, floods, riot and acts of usurped power. A notification to this effect duly certified by the statutory authorities shall be given by the Vendor/Contractor/Service Provider to DVC 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/completion schedule will be extended for a length of time equal to the period of force majeure or at the option of DVC the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of DVC. In the event of such cancellation, the Vendor/Contractor/Service Provider shall refund any amount advanced or paid to him by DVC and deliver back any materials issued to him by DVC and release facilities, if any, provided by DVC. However, applicability of Force Majeure Clause in respect to a particular contract in the above backdrop is to be decided by Competent Authority of DVC.

7) PAYMENT:

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.

8) SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE CLAUSE:

On Award of Contract Vendor / Contractor shall have to deposit as Security, for satisfactory execution of the order, and for guaranteed performance of the supplied items for an amount equivalent to 10% of the GEM Contract value in the form of Demand Draft / Bank Guarantee (as per GeM format) / Fixed Deposit Receipt within 14 days from the date of issuance of Purchase order from any Nationalized/ Scheduled Bank and it should have validity of 24 months from its Date of Execution. The said BG should be extended suitably covering all contractual obligations of the contractor, including default liability period (DLP)/ warranty period, as applicable.

- The Bank Guarantee shall be issued on the SFMS (Structured Financial Messaging System) mode by Issuing Bank Details of respective advising banks including IFSC Code as follows.

Bank Name: STATE BANK OF INDIA

Branch Name: Mejia Thermal Power Station

Account No.: 10480362106

IFSC Code: SBIN0006608

- The Demand Draft should be made in favour of:

'DAMODAR VALLEY CORPORATION, DVC, MTPS(O&M)'

payable at SBI, MTPS Branch (IFSC Code No: SBIN0006608)

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

In case the Vendor / Contractor fails to submit the performance security within 30 days of the date of issuance of LOA/

PO/Work Order, DVC without prejudice to any other rights or remedies it may possess under the Contract, may forfeit the bid security (wherever applicable) and shall short close the Contract and retender and in this re-tender such defaulting Bidder will not be allowed to participate.

9) INSPECTION:

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

10) 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.

11) GUARANTEE/WARRANTY:

The Vendor shall warrant that all material / equipment / services supplied under this Order /contract shall be new, unused and conform to the Purchasers / owners requirements and specifications. The Vendor shall guarantee the material / equipment / services under this 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 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 equipment / materials specified earlier.

Checking / approval of vendors drawings, inspection and acceptance of material / spares /equipment / furnishing to effect shipment and / or work done for erection, installation and commissioning of the equipment by the Purchaser/owner or any other agency on behalf of the Purchaser / owner shall not in any way relieve the Vendor from the responsibility for proper performance during the guarantee period.

12) 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, copyright, workman compensation.

13) 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.

14) 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.

15) VENDOR'S DRAWING AND DATA:

All Drawings, data and documentation in respect of the ordered items are an integral part of the PO. The vendor will furnish all such drawings, data and documentation to the Purchaser. Purchaser will specify the schedule for submission of these documents by the vendor and the required number of copies. The vendor shall ensure strict compliance to this schedule.

16) CANCELTION/ SHORT CLOSURE:

It will be guided as per clause no. 17 of DVC GCC.

17) REQUIRED DOCUMENTS FOR MATERIALS DURING SUPPLY OF THE MATERIALS:

- i. Guarantee/Warranty Certificate: to be submitted at the time of delivery of materials.
- ii. 1:1 Interchangeability & Fitment Certificate: to be furnished during supply of finished product.
- iii. Material Test certificate from Govt./Govt. approved laboratory: To be furnished with the supply for material Sl. No. (1), (2), (3), (4), (5), (6), (8), (11), (12), (13), (14), (18), (19), (20), (21), (22), (23), (24), (26), (29), (30), (31), (32), (33), (37), (38) and (39).

18) DELIVERY:

Materials are to be supplied within 120 days from the date of issuance of PO. Consignee of the material is SENIOR MANAGER (Store), MTPS, DVC. The date of delivery to be reckoned as the date of receipt of the material at site by the consignee.

19) OTHER TERMS AND CONDITIONS IN RESPECT OF SUPPLY OF ITEMS:

- a) **Sample Approval:** Sample approval is required before the bulk supply. Sample should be submitted for approval within 30 days from the issuance of Purchase order.
- b) **Hardness testing:** Hardness testing for seat and disc of valves is to be done at MTPS site by bidder at their own cost.
- c) **Site visit:** Vendor are required to visit site before submission of offer for any clarification against any item (if required).
- d) **Part Payment Against Part Supply:** Part Payment against part supply will be applicable. The material should be supplied in maximum three lots (excluding sample).
- e) **Material Specification:** All the material should be as per specification & items should be free from any kind of defects i.e. cracks or blow holes etc.

20) 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.

Helpline Contact Details:

User Role	Employee Name	Employee Email ID	Contact No.
IT Officer	Shri Manoj Aryabhumi	manoj.ayabhumi@dvc.gov.in	8099990721
Nodal Officer	Shri Parshuram Jha	parshuram.jha@dvc.gov.in	9798717400

21) CORRESPONDANCE:

- All correspondence regarding Technical Aspects: Shri Pranav Kol, Senior Manager (M), AHP, U# 7-8, (Mob: +91-94349 66070), E-mail id: pranav.kol@dvc.gov.in
- All correspondence regarding Store Aspects: Sri. Suraj Lakra, Senior Manager (E), Store, (Mob: +91-9934091780), E-mail id: suraj.lakra@dvc.gov.in
- All correspondence regarding Payment Queries: Sri. Debasish Mondal, Senior Manager (Fin), Accounts Dept. (Mob: +91-9831284947), E-mail id: debasish.mondal@dvc.gov.in
- All correspondence regarding Commercial Aspects: Sri. Suresh Mahto, Senior Manager (M), C&M Section, (Mob: +91-9564388544), E-mail Id: suresh.mahto@dvc.gov.in

22) DVC GST Number: 19AABCD0541M1ZO

23) SETTLEMENT OF DISPUTES AND ARBITRATION:

It will be guided as per clause no. 33 of DVC GCC and Clause no. 20 of OTHER TERMS & CONDITIONS OF CONTRACT of DVC GCC.

24) NOTE: 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 and GEM GTC.

25) All FORMS like Letter of Bid, Affidavit, Declaration regarding Local content in Ex-Work Basis, Declaration regarding Acceptance of All Terms and Conditions (ATC), Bank Format, Techno-Commercial Bid Sheet etc. have been attached 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 must submit the required documents in order to qualify for further consideration.

2.5 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.