

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687715310195

अनुबंध तिथि | Generated Date : 22-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4020627](#)

संगठन विवरण Organisation Details		खरीदार विवरण Buyer Details				
प्रूल्प Type :	Central PSU	पद Designation :	EE C AND I 2			
मंत्रालय Ministry :	Ministry of Power	संपर्क नंबर Contact No. :	-			
विभाग Department :	Contracts and Materials	ईमेल आईडी Email ID :	ranjan.gupta@dvc.gov.in			
संगठन का नाम Organisation Name :	Damodar Valley Corporation	जीएसटीआईएन GSTIN :	-			
कार्यालय क्षेत्र Office Zone:	Damodar Valley Corporation	पता Address :	DVC, Bokaro Thermal Power Stations, Dist- Bokaro, Jharkhand, Bokaro, 829107, BOKARO, JHARKHAND-829107, India			
वित्तीय स्वीकृति विवरण Financial Approval Detail		भुगतान प्राप्तिकरण विवरण Paying Authority Details				
आईएफडी सहमति IFD Concurrence :	No	Role:	PAO			
प्रशासनिक अनुमोदन का पदनाम	SR. MANAGER, C&M, HQ, DVC	भुगतान का तरीका	Offline			
Designation of Administrative Approval:		Payment Mode:				
वित्तीय अनुमोदन का पदनाम	SR. MANAGER FINANCE, BTPS, DVC	पद Designation :	Manager Finance 1 BTPS			
Designation of Financial Approval :		ईमेल आईडी Email ID :	bihari.choudhary@dvc.gov.in			
		जीएसटीआईएन GSTIN :	20AABCD0541M1Z5			
		पता Address:	DVC, Bokaro Thermal Power Stations, Dist- Bokaro, Jharkhand, Bokaro, 829107, Bokaro, 829107, Bokaro, JHARKHAND-829107, India			
विक्रेता विवरण Seller Details						
जेम विक्रेता आईडी GeM Seller ID :	400C200001516024					
कंपनी का नाम Company Name :	FORBES MARSHALL PRIVATE LIMITED					
संपर्क नंबर Contact No. :	02068131100					
ईमेल आईडी Email ID :	bizdev@forbesmarshall.com					
पता Address :	PLOT NO B 85, PHASE II, CHAKAN INDUSTRIAL AREA, VILL: SAWARDARI, Chakan Indl. Area, Vill Sawardari,, PUNE, Pune, MAHARASHTRA-410501, -					
एमआईआई स्थिति MII Status :	True					
एमएसएमई सत्यापित MSME verified :	No					
एमएसएमई पंजीकरण संख्या MSME Registration number :	-					
जीएसटीआईएन GSTIN:	27AAACF2630E1Z5 (R), (M)					
*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 : MOUNTING PADS and MOUNTING BRACKETS MAKE-FM OF ABSOLUTE BEARING VIBRATION FOR BRG5 and 6 ब्रांड Brand : Forbes Marshall 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 चतुर्भूति Category Name & Quadrant : BOQ (Q3) मॉडल Model: FM-PAD40X40X40 एचएसएन कोड HSN Code: 90330000	1	No	37,170	NA	37,170
2	उत्पाद का नाम Product Name : Mounting Bracket for HPT Rotor Expansion ब्रांड Brand : Forbes Marshall 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 चतुर्भूति Category Name & Quadrant : BOQ (Q3) मॉडल Model: FM-BKT-HP500, MOUNTING BRACKET एचएसएन कोड HSN Code: 90330000	1	No	49,560	NA	49,560
3	उत्पाद का नाम Product Name : Mounting Bracket for LPT Rotor Expansion ब्रांड Brand : Forbes Marshall 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	1	No	58,233	NA	58,233

	श्रेणी का नाम और चतुर्थांश्‌ Category Name & Quadrant : BOQ (Q3) मॉडल Model : FM-BKT-LP500,MOUNTING BRACKET एचएसएन कोड HSN Code : 90330000					
4	उत्पाद का नाम Product Name : Mounting Bracket for IPT Rotor Expansion ब्रांड Brand : Forbes Marshall 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 चतुर्थांश्‌ Category Name & Quadrant : BOQ (Q3) मॉडल Model : FM-BKT-IP500,MOUNTING BRACKET एचएसएन कोड HSN Code : 90330000	1	No	58,233	NA	58,233
5	उत्पाद का नाम Product Name : Mounting Bracket for Axial Shift Probe ब्रांड Brand : Forbes Marshall 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 चतुर्थांश्‌ Category Name & Quadrant : BOQ (Q3) मॉडल Model : FM-BKT-AXIAL500,MOUNTING BRACKET एचएसएन कोड HSN Code : 90330000	1	No	43,365	NA	43,365
कुल ऑर्डर मूल्य Total Order Value (in INR)					246,561	
परेषिती विवरण Consignee Detail						
क्र.सं. S.No	परेषिती Consignee	वस्तु Item	लॉट नंबर Lot No.	मात्रा Quantity	दिनांक के बाद डिलीवरी शुरू करना है Delivery Start After	
1	पद Designation : - ईमेल आईडी Email ID : mantu.kumar@dvc.gov.in संपर्क Contact : - जीएसटीआईएन GSTIN : - घरा Address : DVC, Bokaro Thermal Power Stations, Dist- Bokaro, Jharkhand, Bokaro, 829107, BOKARO, JHARKHAND-829107, India	MOUNTING PADS and MOUNTING BRACKETS MAKE-FM OF ABSOLUTE BEARING VIBRATION FOR BRG5 and 6	-	1	22-Apr-2024	21-Jul-2024
		Mounting Bracket for HPT Rotor Expansion	-	1	22-Apr-2024	21-Jul-2024
		Mounting Bracket for LPT Rotor Expansion	-	1	22-Apr-2024	21-Jul-2024
		Mounting Bracket for IPT Rotor Expansion	-	1	22-Apr-2024	21-Jul-2024
		Mounting Bracket for Axial Shift Probe	-	1	22-Apr-2024	21-Jul-2024
विवरण Specification1						
विशेषता दस्तावेज Specification Document क्रेता बीओव्यू दस्तावेज Buyer BOQ Document बीओव्यू विशेषता 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.						
विवरण Specification2						
विशेषता दस्तावेज Specification Document क्रेता बीओव्यू दस्तावेज Buyer BOQ Document बीओव्यू विशेषता और सहायक दस्तावेज का अनुपालन Compliance of BOQ Specification And Supporting Document						
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विवरण | Specification3

[विशेषता दस्तावेज़ | Specification Document](#)

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

[बीओक्यू विशेषता 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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विवरण | Specification4

[विशेषता दस्तावेज़ | Specification Document](#)

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

[बीओक्यू विशेषता 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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विवरण | Specification5

[विशेषता दस्तावेज़ | Specification Document](#)

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

[बीओक्यू विशेषता 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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शुद्धिपत्र | Corrigendum

- तक बढ़ाया गया | Extended Upto : 2023-10-31 10:00:00
- तक बढ़ाया गया | Extended Upto : 2023-11-17 10:00:00
- तक बढ़ाया गया | Extended Upto : 2023-12-06 10:00:00
- तक बढ़ाया गया | Extended Upto : 2024-01-25 10:00:00

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक Advisory Bank :	NA
ईपीबीजी प्रतिशेष (%) 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

DESCRIPTION OF SUPPLY: Procurement of Spare TSI Instruments for BTPS A, 1*500 MW.

TECHNO-COMMERCIAL TERMS AND CONDITIONS

Mentioned works above are OEM CASE OF FORBES MARSHALL PVT. LTD.

Only bid submitted by FORBES MARSHALL PVT. LTD. /its authorized service provider shall be acceptable and on PAC (Proprietary Article Certificate) basis.

- Bid of others proprietor/manufacturer shall be outrightly rejected.

A. PRICE BASIS- FOR DESTINATION (Bokaro Thermal Power Station Store) Prices quoted shall remain firm till contractual delivery date.

B. PACKING CHARGES, FREIGHT, TAXES & DUTIES (IF APPLICABLE)

Packing charges, freight charges up to Bokaro Thermal Power Station, all Taxes, and duties as applicable shall be included in the quoted price.

C. 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. 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).

(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.

D. Supplies must be strictly in accordance with specifications etc. furnished or approved by the DVC.

E. INSPECTION

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

F. 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.

G. PAYMENT TERMS FOR MATERIALS

100% Payment along with full taxes and duties will normally be made through NEFT/RTGS within 15 working days after receipt, inspection, and acceptance of materials at site or from the date of receipt of invoice whichever is later subject to submission and acceptance of SDBG if applicable.

H. DELIVERY

Delivery Schedule of all materials are 90 days from the date of issuance of Purchase Order.

I. GUARANTEE/WARRANTY

The supplied materials are to be guaranteed for a period of 18 months from the date of supply or 12 months from the date of commissioning/use whichever is earlier.

J. REQUIRED DOCUMENTS FOR MATERIALS

- Guarantee/Warranty Certificate are to be furnished during supply for All Materials.
- Test certificate: Test Certificate are to be furnished during supply for All Materials.
- Party has to be mentioned HSN codes of supplied materials.
- PAC/PRC: PAC certificate certifying that the item is of proprietary in nature and exclusively manufactured/Supplied by the firm.

PRC certificate certifying that the prices charged by the firm are reasonable and the same as being charged to other Govt./SemiGovt. Organization/PSUs including DGS&D wherever applicable.

K. FORCE MAJEURE: - 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 unsurpassed 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 Tender Accepting Authority of DVC.

L. COMPLIANCE OF REGULATIONS: The Vendor 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.

M. CANCELLATION/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. (g), (h) & (f) below:

- a). The Vendor fails to comply with any of the terms of the Order or the bidder do not remedy 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.

N. CONDITION FOR REMOVAL OF FIRM FROM LIST OF KNOWN VENDORS :

- (i) Make a false declaration to DVC.**
- (ii) Claiming drawing double payment or submitting invoice for double payment for supply of same materials or carrying out the same job/ work.**
- (iii) If the vendor is nonresponsive against our enquiries for consecutive three times.**
- (iv) Supplying defective materials & failure to replace the defective materials even after reasonable extension is given to the firm for rectification/ replacement of defective materials or carrying out defective/ poor quality job, not conforming to specifications of the contract & failure to rectify it within stipulated time.**
- (v) Fails to execute a contract or fails to execute it as per the terms of contract.**
- (vi) When the required technical staff or equipment's are no longer available with the vendor or there is a change in the production line of the vendor.**
- (vii) Is declared bankrupt or insolvent or its financial position has become unsound and in the case of limited company, it is wound up or taken into liquidation.**
- (viii) Fails to furnish income tax clearance certificate and the documents/ information necessary for inclusion in the list of approved/ known vendors/ contractors. (ix) Fails to furnish income tax clearance if required under the rules. (x) Or any other misdeed which may cause financial loss or commercial disadvantage to DVC.**

O. NOTE: Bidder(s) are requested to submit PAC (Proprietary Article certificate) & PRC (Price Reasonability Certificate), PAN, GSTN, Bankers details and Account number, IFSC No.

P. SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE: As per GEM GTC **No Security Deposit-cum-Performance Guarantee is required for contract value up to Rs.5(Five) lac.**

CERTIFICATE

(Bidder's Letterhead)

1. We certify that we have read the orders of Department of Industrial Policy and Promotion, MoC&I, GOI vide No. P45021/2/2017-B.E.-II dated 15.06.2017 [Public Procurement (P reference to Make in India) Order'2017] and its subsequent revisions/amendments issued by MoF, GOI and by MoP, GOI time to time. We further certify that we follow all requirements in this regard (wherever applicable) and are eligible to be considered.

2. We certify that we have read the orders of Department of Expenditure, Public Procurement Division, MoF, GOI vide F.No.6/18/2019-PPD dated 23/07/2020 (Public Procurement No.1 & Public Procurement No.2) and dated 24/07/2020 (Public Procurement No.3) and its subsequent revisions/amendments issued by MoF, GOI time to time, regarding requirement of registration with the Committee of DPIIT, MoC&I, GOI for "procurement from a bidder (including its Collaborator/Associate/ 'DJU Partner' / 'JV partner' / 'Consortium Member'/Assignee, wherever applicable)", "subcontracting works to any contractors" and "procurement of goods by the bidder directly/indirectly from the vendors" of a country which shares a land border with India (except for the Countries to which the Government of India has extended lines of credit or, in which the Government of India is engaged in development projects).

We further certify that we fulfill all requirements in this regard (wherever applicable) and are eligible to be considered.

3. We certify that we have read the MoP, GOI's orders vide no. 25-11/6/2018-PG dated 02.07.2020 & vide no. 11/05/2018-Coord dated 23.07.2020 and its subsequent revisions/amendments issued by MoP, GOI time to time with regards to "testing of imported items to protect the security, integrity and reliability of the strategically important and critical Power Supply System & Network in the country, considering vulnerabilities in the Power Supply System & Network mainly arise out of the possibilities of cyber-attacks through malware / Trojans etc. embedded in imported equipment".

We further certify that we will follow all requirements in this regard (wherever applicable) and are eligible to be considered.

Date:

Place:

(Authorised Signatory)

(Printed Name)

(Designation) _____

(Name) _____

Address _____

(Company Seal)

NO RELATION CERTIFICATE

Certified that I/We have no relative posted in Accounts/ Finance Department in any capacity between grades of Additional Chief Accounts Officer /Dy. Financial Adviser (both inclusive) or as an Engineer in the capacity between the grades of Dy. Chief Engineer and Junior Engineer (both inclusive) in DVC under whose audit/technical control the work will be executed. I/We shall also intimate the name of persons who subsequently employed by me/us who are near relatives to any Junior Engineer/Divisional Accountant or officer in DVC . By the terms near relative is meant wife, husband, parents and grand parents, children and grandchildren, brother and sisters, uncles, aunts and cousins and their in-laws.

Signature of Tenderer
with seal

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।

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