

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687773036752

अनुबंध तिथि | Generated Date : 07-May-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/3699041](#)

अनुसूची नाम | Schedule Name: Schedule 2, Schedule 1

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

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

विक्रेता विवरण Seller Details
जेम विक्रेता आईडी GeM Seller ID : ZPEC220006082508 कंपनी का नाम Company Name : GHOSH ENGINEERING WORKS संपर्क नंबर Contact No. : 09830807953 ईमेल आईडी Email ID : ghoshb.2011@gmail.com पता Address : 2,DASNAGAR,V ROAD, Howrah, WEST BENGAL-711105, - एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-WB-08-0022568 एमएसई सामाजिक श्रेणी MSE Social Category : General एमएसई लिंग श्रेणी MSE Gender : Male जीएसटीआईएन GSTIN: 19ADOPG8697C1ZZ (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 : STUFFING BOX WITH GLAND AND FASTENER FOR HOT AIR BOX OF COAL MILL ब्रांड Brand : AS PER SPECIFICATION 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: AS PER SPECIFICATION एचएसएन कोड HSN Code: 8404	10	ST	9,870	NA	98,700
2	उत्पाद का नाम Product Name : BEARING HOUSING FOR SCREW CONVEYOR BEARING 33128 CCK W 33 OF COAL MILL ब्रांड Brand : AS PER SPECIFICATION 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: AS PER SPECIFICATION एचएसएन कोड HSN Code: 8404	10	NO	8,881	NA	88,810
कुल ऑर्डर मूल्य Total Order Value (in INR)						187,510

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	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	STUFFING BOX WITH GLAND AND FASTENER FOR HOT AIR BOX OF COAL MILL	-	10	07-May-2024	04-Sep-2024
		BEARING HOUSING FOR SCREW CONVEYOR BEARING 33128 CCK W 33 OF COAL MILL	-	10	07-May-2024	04-Sep-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 Generic

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

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

2.3 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

Sub: Procurement of Screw conveyor bearing housing and Stuffing box with gland & fastener for hot air box of Coal Mill Unit#1-6, MTPS.

DVC Enquiry No.: MT/O&M/QSF-05-06-01/23-24/GEM/2023/B/3699041/SN(053)/675 Dated 22/07/2023

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

SL. N O.	NAME	DESIGNATION	ADDRESS	EMAIL-ID
1.	SUMANTA MA NDAL	SUPERINTENDING ENGINEER TECHNICAL-2	MEJIA THERMAL POWER STATION	sumanta.mondal@dvc.gov.in
2.	SUNIMA NAYAK	SDE TECHNICAL-2	MEJIA THERMAL POWER STATION	sunima.nayak@dvc.gov.in

A. PRICE BASIS:

The rates quoted by the bidder must be Firm till execution of the contract and on FOR Destination Basis in INR currency and that will be inclusive of Packing & Forwarding charges and Freight charges (if any) etc. and inclusive of Goods and Services Tax (GST). Bidder is to submit HSN code with documentary evidence. Confirmation of GST with applicable rate is required.

B. LD CLAUSE:

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

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

C. RISK PURCHASE CLAUSE:

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

D. FORCE MAJEURE CLAUSE:

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

E. PAYMENT:

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

F. SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE:

You shall have to deposit as Security, for satisfactory execution of the order, and for guaranteed performance of the supplied item for an amount equivalent to 10.00% of the ordered value in the form of Bank Guarantee (as per GeM format) within 14 days from the date of issuance of PO from any Nationalized/ Scheduled Bank and it should have validity for 20 months from the date of execution of Bank Guarantee. The said BG should be extended suitably covering the entire

BG validity periods after dispatch of materials.

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

No payment whatsoever will be released till the acceptance of Security Deposit cum Performance Guarantee by DVC. MSEs registered with MSME / NSIC are required to deposit security deposit cum performance guarantee in the form as mentioned in the Bid.

Security Deposit is not applicable for the order value below Rs. 30.0 (Thirty) Lakh.

In case the Contractor fails to submit the performance security within 30 days of the date of issuance of PO, 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.

G. INSPECTION:

Goods supplied will be subject to inspection by the inspecting engineer & Engineer of FQA section of DVC on arrival at the destination and in case of any deviation from technical specifications, the same will be brought into the notice of the manufacturer for joint inspection at MTPS site. The rejected quantity of materials, if any, will have to be replaced by the vendor free of cost.

H. 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.

I. GUARANTEE/WARRANTY:

Guarantee Certificate is to be provided along with the instruments. Guarantee will be 12 months from the date of commissioning/installation of the instrument at site or 18 months from the date of supply/delivery whichever is earlier against any manufacturing defect/poor quality/poor performance. In case of any deficiency is found during guarantee period, the same shall be rectified /repaired/replace by you free of cost. The vendor shall have to arrange Manufacturer or Manufacturer's Authorized Service Representative for repairing/servicing of the instrument in case of any operating problem within guarantee/warranty period.

J. 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.

K. 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.

L. PACKING AND MARKING:

All goods shall be securely packed. All packages and unpacked materials shall be marked on at least two places indicating the name of the Purchaser/ Consignee, Purchase Order No., gross & net weights and dimensions with indelible paint in English. In case of bundles, metallic plates marked with the above details shall be tagged.

The materials are to be PACKED & SEALED properly to avoid damage during transit & handling at MTPS Stores.

M. CANCELATION/ SHORT CLOSURE:

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

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

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

- i. F&I certificate: 1:1 interchangeability & fitment certificate is to be furnished during supply of materials.
- ii. Warranty/Guarantee Certificate: Standard Guarantee/Warranty Certificate is to be furnished along the supply of materials.

iii. **Material Test Certificate : Material Test Certificate from Govt. / Govt. approved laboratory must be submitted along with supply.**

O. DELIVERY SCHEDULE:

Total quantity is to be delivered within 120 days from the date of issuance of GeM Contract. Consignee of the material is SE (M), Store, MTPS, DVC. The date of delivery to be reckoned as the date of receipt of the material at site by the consignee.

P. SUPPLY OF MATERIAL:

The material is to be supplied as per attached technical specification & Technical data sheet.

Q. BID EVALUATION:

Bid evaluation will be done on Item Wise L1 basis.

R. DVC, MTPS BANKER'S DETAILS

DVC, MTPS Bankers details in place of existing entries above will be considered as following: Name of Bank: STATE BANK OF INDIA Branch Name: Branch: MTPS, IFSC Code: SBIN0006608 Account No: 10480362106 Account Type: Current
Or

Name of Bank: PUNJAB NATIONAL BANK Branch Name: MTPS, IFSC Code: PUNB0149520 Account No: 1495050010321 Account Type: Current

S. Letter of Bid (LOB), Declaration regarding Local content in Ex-Work Basis, Declaration regarding Acceptance of All Terms and Conditions (ATC), Affidavit, Instruction regarding EMD, Bank NEFT/RTGS Format, Techno-Commercial Bid Sheet, etc. has been attached in the Buyer Added Bid Specific ATC (Sl. No. 4) under Buyer Added Bid Specific Terms and Conditions. Bidder are requested to go through the same and submit the required documents during the submission of the Bid .

T. 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.

U. DVC GST Number: 19AABCD0541M1ZO

V. CORRESPONDANCE:

All correspondence regarding Technical Aspects: Shri Chandan Kumar, SE (M), CMMS, U# 1-6, (Mob: +91- 7384270439), E-mail id: chandan.kumar1@dvc.gov.in

All correspondence regarding Store Aspects: Sri. Suraj Lakra, SE (E), Store, (Mob: +91-9934091780), E-mail id:suraj.lakra@dvc.gov.in

All correspondence regarding Payment Queries: Sri. Debasish Mondal, Sr. Manager (Fin), Accounts Dept. (Mob: +91- 98 31284947), E-mail id: debasish.mondal@dvc.gov.in

All correspondence regarding Commercial Aspects: Sri. Sumanta Mandal, SE (M), C&M Section, (Mob:+91-9434746047), E-mail Id: sumanta.mondal@dvc.gov.in

W. SETTLEMENT OF DISPUTES AND ARBITRATION:

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

2.4 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.