

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687719020436

अनुबंध तिथि | Contract Generated Date : 22-Jun-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4933437](#)

संगठन विवरण Organisation Details		खरीदार विवरण Buyer Details	
प्रृष्ठा Type :	Central PSU	पद Designation :	SDE C and I 4 C and I 1 MTPS
मंत्रालय Ministry :	Ministry of Power	संपर्क नंबर Contact No. :	-
विभाग Department :	Contracts and Materials	ईमेल आईडी Email ID :	amit.kumar1@dvc.gov.in
संगठन का नाम Organisation Name :	Damodar Valley Corporation	जीएसटीआईएन GSTIN :	-
कार्यालय क्षेत्र Office Zone:	Damodar Valley Corporation	पता Address :	Mejia Thermal Power Station (MTPS), Damodar Valley Corporation (DVC), Mejia, Bankura, 722183, BANKURA, WEST BENGAL-722183, India

वित्तीय स्वीकृति विवरण Financial Approval Detail		भुगतान प्राप्तिकरण विवरण Paying Authority Details	
आईएफडी सहमति IFD Concurrence :	No	Role:	PAO
प्रशासनिक अनुमोदन का पदनाम	General Manager (Finance)	भुगतान का तरीका	Offline
Designation of Administrative Approval:	Sr. Manager (C&I-1)	Payment Mode:	
वित्तीय अनुमोदन का पदनाम		पद Designation :	Senior Manager
Designation of Financial Approval :		ईमेल आईडी Email ID :	surendra.prasad@dvc.gov.in
		जीएसटीआईएन GSTIN :	-
		पता Address:	Finance Department, DVC- Durgapur Steel Thermal Power Station, Andal- 713321, Bardhaman, West Bengal, Bardhaman, WEST BENGAL-713321, India

परेषिती विवरण Consignee Details		
क्र.सं. S.No	परेषिती नाम & पता Consignee Name & Address	सेवा विवरण Service Description
1	संपर्क Contact : 70040-18128- ईमेल आईडी Email ID : anish.bhaumik@dvc.gov.in जीएसटीआईएन GSTIN : - पता Address : Mejia Thermal Power Station (MTPS), Damodar Valley Corporation (DVC), Mejia, Bankura, 722183, BANKURA, WEST BENGAL-722183, India	Custom Bid for Services - Calibration of ultrasonic flow transmitter Make Pune techtrol

सेवा प्रदाता विवरण Service Provider Details	
जेम विक्रेता आईडी GeM Seller ID :	8C20180000342632
कंपनी का नाम Company Name :	PUNE TECHTROL PVT LTD
संपर्क नंबर Contact No. :	09922438205
ईमेल आईडी Email ID :	mktg@punetechtrol.com
पता Address :	S-18,M.I.D.C.,BHOSARI,BHOSARI, Pune, MAHARASHTRA-411026, -
एमएसएमई सत्यापित MSME verified :	Yes
एमएसएमई पंजीकरण संख्या MSME Registration number :	UDYAM-MH-26-0011483
एमएसई सामाजिक श्रेणी MSE Social Category :	General
एमएसई लिंग श्रेणी MSE Gender :	Male
जीएसटीआईएन GSTIN :	27AABCP1274H1ZI (B) , (M) , (R)

*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा GST / Tax invoice to be raised in the name of - Consignee
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सेवा विवरण Service Details					
सेवा प्रारंभ दिनांक (नवीनतम) Service Start Date (latest by): 08-Jul-2024		सेवा समाप्ति तिथि Service End Date : 07-Oct-2024			
श्रेणी नाम Category Name : Custom Bid for Services					
बिलिंग चक्र Billing Cycle: monthly					
विवरण Description		The quantity of procurement "1" indicates Project based or Lumpsum based hiring.			
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Calibration of ultrasonic flow transmitter Make Pune techtrol	1	80712		
Regulatory/ Statutory Compliance of Service	YES				
Compliance of Service to SOW, STC, SLA etc	YES				
कुल राशि (सूत्र) Total Amount (Formula) : (1*Lumpsum Cost of Service in totality)					
ऐडजॉन के बिना कुल मूल्य Total Value without Addons(INR)			80712		
कुल ऐडजॉन मूल्य Total Addon Value(INR)			0		

अनुबंध की राशि|Amount of Contract

सभी शुल्क और करें सहित कुल अनुबंध मूल्य|Total Contract Value Including All Duties and Taxes(INR)

80712

एसएलए विवरण|SLA Details

Preface : Agreement representing a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Service Provider has been uploaded in bid section . The purpose of the agreement uploaded is to facilitate implementation of Services intended by the Buyer . Each documents as uploaded by buyer should be read in totality to conclude the requirement of Custom e Bid floated on portal .

The Agreement uploaded in bid section will generally contain the Scope of Work, (SOW) , stakeholder's obligations, Special Terms and Conditions (STC) related to service delivery as formulated by the Buyer and Payment Terms etc of the service for mutual understanding of the stakeholders. The Agreement remains valid till completion of Scope of Services or end of contractual duration (whichever is earlier) unless either superseded by a revised agreement mutually endorsed by the stakeholders or terminated by either of the parties thereof.

Guiding Principle : The Services contracts placed shall be governed by following set of Terms and Conditions :

1. General Terms and Conditions for Goods and Services;
2. Buyer's Formulated Service Specific STC including the Service Level Agreement (SLA) for the service as uploaded with the bid in form of suitable matching document ,

The above terms and conditions are in reverse order of precedence .Service specific STC supersede GTC, whenever there are any conflicting provisions. The above set of terms and conditions along with scope of work and service level agreement as enumerated in the document shall be construed to be part of the Contract between Buyer and Service Provider.

Intended Objectives And Goals of SLA : The objective of Agreement (SLA) as uploaded in bid section is to ensure that all the commitments and obligations are in place to ensure consistent delivery of service to buyer by service provider. Generally The goals of an Agreement are to:

1. Provide clear reference to service ownership, accountability, roles and/or responsibilities of both parties
2. Present a clear, concise and measurable description of service offered to the buyer
3. Establish Terms and Conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified
4. To ensure that all the parties understand the consequences in case of termination of services due to any of the stated reasons
5. The agreement will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same. The agreement can also be revised/ modified on mutual consent of the stakeholders.

Parties To The Agreement

The main stakeholders associated with this agreement are:

1. Buyer: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed.
2. Service Provider: Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller, any authorized agents, assignees, successors and nominees as described in the agreement

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level /penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders would have read and understood the same before signing the SLA document.

ADVISORY WITH RESPECT TO SCOPE OF SERVICE

Scope of Work (SOW) is the most important & crucial component of any bidding process. It is for this that the whole bidding process is entered upon to execute the scope of work and deliver outcomes that the Government strives for. Scope of work directly affects the performance of contract therefore utmost care should be taken to avoid ambiguity with respect to deliverable .

For example , in case of Complex / Intricate Consulting Services , Some key guiding principles for drafting scope of work may be as under :

- "Detailed" specification of requirements is extremely critical – please ensure that even standard assumptions on scope of work are laid down and described .
- Make sure that specifications are endorsed by key stakeholders .
- Identify mandatory and non-mandatory requirements in scope of work · It should clearly provide the outcomes expected from solution/service delivery .
- The scope of work should mention what the outcome is based upon – time or material?
- A check should be made that the final specification of requirements :(a) addresses the targeted outcomes and business objectives . (b)meets the agreed stakeholder needs (c) covers whole-of-life of the contract deliverables .
- The objective, structure and expected set of contents of each knowledge item/deliverable should be laid down, in as much detail as possible, rendering the best level of clarity to it.
- The coverage of services needed in the form of activities like client visits, geographies to be studied, stakeholder meetings / interviews / workshops to be conducted, must be detailed out to avoid delivery compromises .
- Buyer must ensure that the service provider complies with the Rule 144(xi) of General Financial Rules (GFR), 2017 and the product supplied, if any, must also comply with Make In India guidelines of DPIIT"

Important Note : Buyers authorities are advised to upload GAR report positively and without fail at appropriate place to ensure process complianc . Buyer may indicate about requirement Past Experience if so required by uploading the same at time of bid creation including approval of their competent authority . Service Providers's response may be assessed atime of technical evaluation.

Price Variation Clause:

"It is advisable to include Price Variation Clause in the long term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."

शुद्धिपत्र|Corrigendum

1. तक बढ़ाया गया|Extended Upto : 2024-06-05 12:00:00

अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार|Additional Required Data/Document(s) : Buyer

1. Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload : [click here](#)
2. GEM Availability Report (GAR) : [click here](#)
3. Payment Terms :[click here](#)
4. Scope of Work :[click here](#)
5. Instruction To Bidder :[click here](#)

अतिरिक्त डेटा/दस्तावेज़ : विक्रेता|Additional Data/Document(s) : Seller

1. Certificate (Requested in ATC) : [click here](#)
2. Compliance Documents In Respect Of Pqc And Itb : [click here](#)
3. Compliance Documents In Respect Of Sow Etc [click here](#)
4. Any Other Documents As Per Bid (i) : [click here](#)
5. Compliance Documents In Respect Of Resource Qualification , Profiles & Past Experience /expertise :[click here](#)
6. Compliance Documents In Respect Of Specification And Standard Of Services :[click here](#)
7. Compliance Document In Respect Of Approach & Methodology : [click here](#)
8. Compliance Documents In Respect Of Project Experience Of Firms : [click here](#)
9. Compliance Document In Respect Of Registration And Certification Of Service Provider Entity :[click here](#)
10. Compliance Document In Respect Of Certification Of Resources . : [click here](#)
11. Any Other Documents As Per Bid (ii) : [click here](#)
12. Any Other Documents As Per Bid (iii) : [click here](#)

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 Buyer Added Bid Specific Scope Of Work(SOW):

File Attachment [Click here to view the file](#).

2.2 Generic

Manufacturer Authorization:Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

2.3 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

Sub: Calibration of Ultrasonic Flow Transmitter (Make - Pune Techtrol) of WTP, MTPS U# 1 to 3, DVC.

A) This tender is being processed on Single (OEM/OES) Basis with approval of competent authority. Only the offer of OEM i.e M/s. Pune Techtrol or their authorized dealer shall be acceptable, other bids will be outrightly rejected.

B) PRICE BASIS: Rate shall remain FIRM throughout the contract period.

C) CONTRACT PERIOD: The contract period shall be 90 (Ninety) days from the date of issuance of work order.

D) PAYMENT TERM:

(i) 100% payment along with applicable Taxes & duties will be released within ten (10) days of issuance of consignee receipt-cum **[1]**acceptance certificate (CRAC) and online submission of bills.

(ii) Payment along with full taxes & duties will be made through NEFT/RTGS in favour of M/s Pune Techtrol, against successful completion of the job and after submission of the Calibration Certificate by the bidder.

E) SETTLEMENT OF DISPUTES & ARBITRATION: It will be guided as per clause no. 33 and Clause no. 20 of Other Terms and Conditions of Contract of GCC.

F) 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.

G) FORCE MAJEURE: As Per the Clause 16 of the General Conditions of the Contract.

H) Safety: The party should strictly follow the prevailing safety norms of DVC regarding Projects and Works during execution of works. DVC will not be liable for any accidents or incidents resulting from any kind of unsafe acts.

I) Travelling expenses: Travelling expenses of the service engineer will be in the scope of bidder.

J) Fooding and Lodging: During the visit of vendor personnel at MTPS site, Fooding and lodging to be arranged by their own (in the bidder's scope). However, lodging may be provided on chargeable basis based on availability of room in Guest house.

K) GCC: The party should abide by the GCC of DVC. All other General Terms & Conditions will be as per prevailing DVC norms.

L) Please submit the following documents along with offer: (i) GST Registration certificate, (ii) Declaration regarding Acceptance of All Terms and Conditions (ATC), (iii) Whether the Bidder is presently debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make In India) & (iv) Bidder's Declaration On MII Policy.

M) All OTHER TERMS AND CONDITIONS: As per enclosed ATC.

N) Required Document: Calibration certificate

O) Vendor Bill Tracking System:

The Vendor Bill Tracking system is active & available at <https://application.dvc.gov.in/Vendor/> under PROCEREMENT tab of DVC homepage <https://www.dvc.gov.in/>.

The Vendors on award of contract need to register themselves & 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 hardcopy.

Helpline Contact Details:

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

P) All Correspondence Regarding Technical & Commercial Aspects : The Sr. Manager (C&I-1), MTPS, DVC. P.O.:MTPS, Dist: Bankura, PIN-722183, WB, Mob:9204033456.

All Correspondence Regarding Payment Queries: The Sr. Manager (Accounts), MTPS, DVC, P.O.: MTPS, Dist-Bankura, PIN-722183, Mob: 8583972275

Q) DVC BANKER'S DETAILS:

"STATE BANK OF INDIA, Branch: MTPS, IFSC Code: SBIN0006608, MTPS, P.O.: MTPS, District: Bankura, State: West Bengal, PIN: 722183"

"PUNJAB NATIONAL BANK, MTPS, IFSC Code: PUNB0149520, P.O. : MTPS , District: Bankura, State: West Bengal, PIN: 722183".

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।

Note: This is system generated file. No signature is required.