Contract|अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687775113337

Generated Date | अनुबंध तिथि: 30-Dec-2023

Bid/RA/PBP No.|बोली/आरए/पीबीपी संख्या: <u>GEM/2022/B/2535035</u>

Organisation Details|संगठन विवरण

Type।प्ररूप: Central PSU

Ministry|मंत्रालय : Ministry of Heavy Industries and Public Enterprises

Department|विभाग : Department of Heavy Industry

Organisation Name|संगठन का नाम : Bharat Heavy Electricals Limited (BHEL)

Office Zone|कार्यालय क्षेत्र: **HEP Bhopal** Buyer Details|खरीदार विवरण

Designation | पद : 352DM03

Contact No.|संपर्क नंबर : 0755-2503412-Email ID|ईमेल आईडी : buyer59.bhelb.mp@gembuyer.in

GSTIN | जीएसटीआईएन :

BHARAT HEAVY ELECTRICAL LTD, PIPLANI, Address|पता: BHOPAL, MADHYA PRADESH-462022, India

Financial Approval Detail|वित्तीय स्वीकृति विवरण

IFD Concurrence|आईएफडी सहमति : No

Designation of Administrative Approval | SR. DGM

प्रशासनिक अनुमोदन का पदनाम:

Designation of Financial Approval

वित्तीय अनुमोदन का पदनाम :

Payment Mode| BHEL भुगतान का तरीका:

Designation। पद :

DGM Email ID|ईमेल आईडी : pao107.bhelb.mp@gembuyer.in

Paying Authority Details | भुगतान प्राधिकरण विवरण

GSTIN|जीएसटीआईएन : 23AAACB4146P1ZN

BHARAT HEAVY ELECTRICAL LTD, PIPLANI, Address। पताः Bhopal, MADHYA PRADESH-462022, India

Payments shall be made to the seller within 90 days of issue

Payment Timelines | भुगतान of consignee receipt-cum-acceptance certificate (CRAC) and समयसीमा: on-line submission of bills (This is in supersession of 10-days

time as provided in clause 12 of GeM GTC)

Seller Details|विक्रैता विवरण

GeM Seller ID|जेम विक्रैता आईडी : 41E4200001282412

Company Name|कंपनी का नाम : SUPERFLO FILTERS PRIVATE LIMITED

Contact No.|संपर्क नंबर : 02228252560

Email ID|ईमेल आईडी : sales@superflo-filters.com

B-5 103-104, Greenland Co op Soc, Srinivas Bagarka Road, J.B. Nagar Andheri east, Address|पता:

MANAGER

Mumbai, MAHARASHTRA-400059, -

MSME verified|एमएसएमई सत्यापित :

MSME Registration number|एमएसएमई पंजीकरण संख्या : UDYAM-MH-18-0047877

MSE Social Category|एमएसई सामाजिक श्रेणी : General MSE Gender। एमएसई लिंग श्रेणी : Male

GSTIN | जीएसटीआईएन: 27AADCS4955N1ZQ

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

Delivery Instructions | वितरण निर्देश : NA

Product Details|उत्पाद विवरण

#	Item Description आइटम विवरण	Ordered Quantity आइटम विवेरण	Unit इकाई	Unit Price (INR) इकाई मूल्य (INR)	Tax Bifurcation (INR) कर विभाजन (INR)	Price (Inclusive of all Duties and Taxes in INR) मूल्य (INR में सभी शुल्क और कर सहित)
1	Product Name उत्पाद का नाम : AUTOMATIC DUPLEXSTRAINER WITH BACK WASH 1000 MICRON 6000 L Brand ब्रांड : Superflo Brand Type ब्रांड प्रकार : Unbranded Catalogue Status कैटलॉग की स्थिति: Catalogue not verified by OEM Selling As कैसे बेचा जा रहा है : Reseller not verified by OEM Category Name & Quadrant श्रेणी का नाम और चतुर्थांश : BOQ (Q3) Model मॉडल: DBKT/BF&HDR-21-C HSN Code एचएसएन कोड: 84213990	6	pieces	525,100	NA	3,150,600
2	Product Name उत्पाद का नाम : SPARES OF AUTOMATIC DUPLEX STRAINER 6000LPM PI ITEM NO 1 Brand ब्रांड : Superflo Brand Type ब्रांड प्रकार : Unbranded Catalogue Status कैटलॉग की स्थिति: Catalogue not verified by OEM Selling As कैसे बेचा जा रहा है : Reseller not verified by OEM Category Name & Quadrant श्रेणी का नाम और चतुर्थाश : BOQ (Q3) Model मॉडल: DBKT/BF&HDR-21-C-Spares HSN Code एचएसएन कोड: HSN not specified by seller	2	SET	245,000	NA	490,000
	Product Name उत्पाद का नाम : AUTOMATIC DUPLEX STRAINER 1000 MICORN 3000 LPM					

3	Brand ब्रांड : Superflo Brand Type ब्रांड प्रकार : Unbranded Catalogue Status कैटलॉग की स्थिति: Catalogue not verified by OEM Selling As कैसे बेचा जा रहा है : Reseller not verified by OEM Category Name & Quadrant श्रेणी का नाम और चतुर्थांच : BOQ (Q3) Model मॉडल: DBKT/BF&HDR-21-C HSN Code एचएसएन कोड: 84213990	1	pieces	560,500	NA	560,500
4	Product Name उत्पाद का नाम : SPARES OF AUTOMATIC DUPLEX STRAINER 3000LPM PI ITEM NO 3 Brand ब्रांड : Superflo Brand Type ब्रांड प्रकार : Unbranded Catalogue Status कैटलॉग की स्थिति: Catalogue not verified by OEM Selling As केसे बेचा जा रहा है : Reseller not verified by OEM Category Name & Quadrant श्रेणी का नाम और चतुर्थांश : BOQ (Q3) Model मॉडल: DBKT/BF&HDR-21-C-Spares HSN Code एचएसएन कोड: HSN not specified by seller	1	SET	250,000	NA	250,000
To	otal Order Value कुल ऑर्डर मूल्य (in INR)					4,451,100

Consignee Detail|परेषिती विवरण

S.No क्र.सं.	Consignee परेषिती	Item वस्तु	Lot No. लॉट नंबर	Quantity मात्रा	Delivery Start After दिनांक के बाद डिलीवरी शुरू करना है	Delivery To Be Completed By वितरण पूरा कब तक करना है
		AUTOMATIC DUPLEXSTRAINER WITH BACK WASH 1000 MICRON 6000 L	,	6	30-Dec-2023	29-Mar-2024
1	Designation पद : - Email ID ईमेल आईडी : con502.bhelb.mp@gembuyer.in Contact संपर्क : 0755-2502670- GSTIN जीएसटीआईएन : -	SPARES OF AUTOMATIC DUPLEX STRAINER 6000LPM PI ITEM NO 1	ı	2	30-Dec-2023	29-Mar-2024
	GSTIN जाएसटाआइएन Address पता : BHARAT HEAVY ELECTRICAL LTD, PIPLANI, BHOPAL, MADHYA PRADESH-462022, India	AUTOMATIC DUPLEX STRAINER 1000 MICORN 3000 LPM	-	1	30-Dec-2023	29-Mar-2024
		SPARES OF AUTOMATIC DUPLEX STRAINER 3000LPM PI ITEM NO 3	-	1	30-Dec-2023	29-Mar-2024

Specification | विनिर्देश 1

Specification Document। विशिष्टता दस्तावेज़

Buyer BOQ Document|क्रेता बीओक्यू दस्तावेज़

Compliance of BOQ Specification And Supporting Document|बीओक्यू विशिष्टता और सहायक दस्तावेज का अनुपालन

Note | टिप्पणी:: 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.

Note | टिप्पणी:: 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.

Specification|विनिर्देश 2

Specification Document | विशिष्टता दस्तावेज़

Buyer BOQ Document|क्रेता बीओक्यू दस्तावेज़

<u>Compliance of BOQ Specification And Supporting Document|बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन</u>

Note | टिप्पणी:: 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.

Note | टिप्पणी:: 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.

Specification।विनिर्देश 3

Specification Document | विशिष्टता दस्तावेज़

Buyer BOQ Document|क्रेता बीओक्यू दस्तावेज़

Compliance of BOQ Specification And Supporting Document|बीओक्यू विशष्टता और सहायक दस्तावेज़ का अनुपालन

Note | टिप्पणी:: 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.

Note | टिप्पणी:: 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.

Specification | विनिर्देश 4

Specification Document|विशष्टता दस्तावेज़

Buyer BOQ Document|क्रेता बीओक्यू दस्तावेज़

Compliance of BOQ Specification And Supporting Document। बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन

Note | বিঅৰ্থী:: 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.

Note | टिपणी:: 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.

Corrigendum|शुद्धिपत्र

1. Extended Upto | तक बढ़ाया गया : 2022-10-11 10:00:00

ePBG Detail | ईपीबीजी विवरण

Advisory Bank सलाहकार बैंक :	NA
ePBG Percentage(%) ईपीबीजी प्रतिशत (%) :	NA

Terms and Conditions | नियम और शर्तें

- 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.

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 %.

2.2 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 Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

2.4 Scope of Supply.

Scope of supply (Bid price to include all cost components): Only supply of Goods

2.5 Purchase Preference (Centre):

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

2.6 Purchase Preference (Centre):

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

2.7 Inspection

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance: Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

BHEL/BHEL'S TPIA/CUSTOMER

Post Receipt Inspection at consignee site before acceptance of stores: BHEL

2.8 Inspection

Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER): Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages.

When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

2.9 Certificates.

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

2.10 Certificates

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

2.11 Warranty.

Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

2.12 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

Prices must be submitted inclusive of freight, insurance, P&F and GST on FOR BHEL-Bhopal basis as per GeM provision.

Bidders to submit enclosed Declaration regarding OEM/Reseller and Make in India in the prescribed attached format Only. Bidders to note that Mak e in India certificate must be issued by OEM (In case of trader/Authorize distributor/Agent).

In case bidder is reseller then Valid Authorization certificate from OEM is to be submitted along with the Offer.

Payment Terms: 100% of supply payment within 90 days from the date of receipt of material subject to acceptance.

Payment terms will be 45 days in case of Micro & Small Enterprises (MSEs) who apply for MSE benefit through GeM Portal with proper documents I ike valid Udyam certificate only.

Payment terms will be 60 days for medium Enterprises. Bidder to submit Udyam certificate.

	Agents and trading enterprises are not covered under the definition of MSMEs and will not be allowed any benefits under public procurement policy. Public procurement policy is meant for procurement of goods produced and services rendered by MSME and not meant for trading activity by them.
3 .	Delivery Schedule: Delivery shall be 90 Days from the drawing documents approval. Vendor will submit documents within 7 days of PO placement and BHEL will give observation(s)/approval in 7 days. This will supersede the delivery i.e. 90 days from PO.
5 .	Delivery conditions specified in NIT are for contractual penalty for LD purposes. However, early delivery is acceptable and BHEL may ask for early deliveries without any compensation thereof.
7.	Enquiry technical terms: As per enclosed standard HT00268 REV.00 and respective item description.
₃.	Supplier technical terms: To be suitably packed & protected to avoid any damage during transit.
١.	Inspection terms: By BHEL/TPA/CQ/Customer as per approved QAP.
ı.o.	To Avoid Clarification during Evaluation, Bidders are requested to read Tech Spec./NIT Documents/ ATC/ Pre Qualifying requirement carefully and s ubmit complete documents in all manner along with the Offer
	Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.
	नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।
1	