

## Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687768939122

Contract Generated Date | अनुबंध तिथि: 30-Dec-2023

Bid/RA/PBP No. | बोली/आरए/पीबीपी संख्या: [GEM/2023/B/4137696](#)

Organisation Details   संगठन विवरण	Buyer Details   खरीदार 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: 10040025-C F P RUDRAPUR	Designation   पद: Vipul Kumar Contact No.   संपर्क नंबर: 05944-257210- Email ID   ईमेल आईडी: buycon167.bhelb.ua@gembuyer.in GSTIN   जीएसटीआईएन: - Address   पता: BHEL Rudrapur, Kichha By Paas Road Near- FCI Godown, Distt- Udham Singh Nagar, Uttarakhand, UDHAM SINGH NAGAR, UTTARAKHAND-263153, India

Financial Approval Detail   वित्तीय स्वीकृति विवरण	Paying Authority Details   भुगतान प्राधिकरण विवरण
IFD Concurrence   आईएफडी सहमति: No Designation of Administrative Approval   प्रशासनिक अनुमोदन का पदनाम: AGM MM Designation of Financial Approval   वित्तीय अनुमोदन का पदनाम: DGM	Role: PAO Payment Mode   भुगतान का तरीका: BHEL Designation   पद: Manager Email ID   ईमेल आईडी: pay6.bhelb.ua@gembuyer.in GSTIN   जीएसटीआईएन: 05AAACB4146P1ZL Address   पता: BHEL Rudrapur, Kichha By Paas Road Near- FCI Godown, Distt- Udham Singh Nagar, Uttarakhand, Udham Singh nagar, UTTARAKHAND-263153, India

Consignee Details   परेषिती विवरण		
S.No   क्र.सं.	Consignee Name & Address   परेषिती नाम & पता	Service Description   सेवा विवरण
1	Contact   संपर्क: 05944-257236- Email ID   ईमेल आईडी: buycon1358.bhelb.ua@gembuyer.in GSTIN   जीएसटीआईएन: - Address   पता: Obra C Extension Thermal Power Station, Obra, Sonbhadra, Pin 231219, SONBHADRA, UTTAR PRADESH-231219, India	Custom Bid for Services - Service for replacement of busduct rubber bellow on GT AT in all four units at NTPC KOLDAM

Service Provider Details   सेवा प्रदाता विवरण	
GeM Seller ID   जेम विक्रेता आईडी: 1B8E200001257137 Company Name   कंपनी का नाम: SHREE ENGINEERING WORKS Contact No.   संपर्क नंबर: 09415943490 Email ID   ईमेल आईडी: shreeeng.pnr@rediffmail.com Address   पता: 11/2, Tilak Nagar, BHEL, Jhansi, Jhansi, UTTAR PRADESH-284120, - MSME verified   एमएसएमई सत्यापित: Yes MSME Registration number   एमएसएमई पंजीकरण संख्या: UDYAM-UP-39-0001786 MSE Social Category   एमएसएमई सामाजिक श्रेणी: General MSE Gender   एमएसएमई लिंग श्रेणी: Male GSTIN   जीएसटीआईएन: 09ACAFS0062N1ZZ	

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

Service Details   सेवा विवरण	
Service Start Date (latest by)   सेवा प्रारंभ दिनांक (नवीनतम): 06-Jan-2024	Service End Date   सेवा समाप्ति तिथि: 05-Jan-2026

Category Name   श्रेणी नाम: Custom Bid for Services	
Billing Cycle   बिलिंग चक्र: monthly	

Description   विवरण	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Lumpsum Cost of Service in totality
Description / Nomenclature of Service Proposed for procurement using custom bid functionality	1	1696786
Regulatory/ Statutory Compliance of Service	YES	
Compliance of Service to SOW, STC, SLA etc	YES	
Total Amount (Formula)   कुल राशि (सूत्र): (1*Lumpsum Cost of Service in totality)		
Total Value without Addons   ऐडऑन के बिना कुल मूल्य (INR)		1696786
Total Addon Value   कुल एडऑन मूल्य (INR)		0

Total Value Including Addons   ऐडऑन सहित कुल मूल्य (INR)	1696786
<b>Amount of Contract   अनुबंध की राशि</b>	
Total Contract Value Including All Duties and Taxes   सभी शुल्क और करों सहित कुल अनुबंध मूल्य (INR)	1696786
<b>SLA Details   एसएलए विवरण</b>	
<p><b>Preface :</b> 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 .</p> <p>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.</p> <p><b>Guiding Principle :</b> The Services contracts placed shall be governed by following set of Terms and Conditions :</p> <ol style="list-style-type: none"> <li>1. General Terms and Conditions for Goods and Services;</li> <li>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 ,</li> </ol> <p>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.</p> <p><b>Intended Objectives And Goals of SLA :</b> 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:</p> <ol style="list-style-type: none"> <li>1. Provide clear reference to service ownership, accountability, roles and/or responsibilities of both parties</li> <li>2. Present a clear, concise and measurable description of service offered to the buyer</li> <li>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</li> <li>4. To ensure that all the parties understand the consequences in case of termination of services due to any of the stated reasons</li> <li>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.</li> </ol> <p><b>Parties To The Agreement</b></p> <p>The main stakeholders associated with this agreement are:</p> <ol style="list-style-type: none"> <li>1. Buyer: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed.</li> <li>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</li> </ol> <p>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.</p> <p><b>ADVISORY WITH RESPECT TO SCOPE OF SERVICE</b></p> <p>Scope of Work (SOW) is the most important &amp; 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 .</p> <p>For example , in case of Complex / Intricate Consulting Services , Some key guiding principles for drafting scope of work may be as under :</p> <ul style="list-style-type: none"> <li>● "Detailed" specification of requirements is extremely critical – please ensure that even standard assumptions on scope of work are laid down and described .</li> <li>● Make sure that specifications are endorsed by key stakeholders .</li> <li>● Identify mandatory and non-mandatory requirements in scope of work . It should clearly provide the outcomes expected from solution/service delivery .</li> <li>● The scope of work should mention what the outcome is based upon – time or material?</li> <li>● 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 .</li> <li>● 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.</li> <li>● 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 .</li> <li>● 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"</li> </ul> <p><b>Important Note :</b> Buyers authorities are advised to upload GAR report positively and without fail at appropriate place to ensure process complinace . 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.</p> <p><b>Price Variation Clause:</b></p> <p>"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."</p>	
<b>Corrigendum   सुद्धिपत्र</b>	
1. Extended Upto   तक बढ़ाया गया : 2023-11-25 13:00:00	
<b>Additional Required Data/Document(s) : Buyer   अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार</b>	
<ol style="list-style-type: none"> <li>1. Introduction about the project /services being proposed for procurement using custom bid functionality : <a href="#">click here</a></li> <li>2. Pre Qualification Criteria ( PQC ) etc if any required : <a href="#">click here</a></li> <li>3. Special Terms and Conditions (STC) of the Contract :<a href="#">click here</a></li> <li>4. Service Level Agreement (SLA) : <a href="#">click here</a></li> </ol>	

5. Payment Terms : [click here](#)
6. GEM Availability Report ( GAR) : [click here](#)
7. Scope of Work : [click here](#)

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

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. Compliance Documents In Respect Of Resource Qualification , Profiles & Past Experience /expertise : [click here](#)

#### ePBG Detail | ईपीबीजी विवरण

Advisory Bank   सलाहकार बैंक :	State Bank of India
ePBG Percentage(%)   ईपीबीजी प्रतिशत (%) :	5.00

The bidder shall furnish ePBG as applicable as per bid's terms and conditions | बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा

#### 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 *Buyer Added Bid Specific ATC:*  
Buyer Added text based ATC clauses

**1 No/Set = Total** replacement work of busduct rubber bellow on GT & AT in all four units at NTPC KOLDAM 4 x 200 MW Project details (SCC Chapter VIII) as per tender documents.

The price quoted in bid inclusive of all Charges and GST Charges.

(NO EXTRA AMOUNT PAYABLE BY BHEL OTHER THAN QUOTED PRICE)

Following tender documents are attached bidder is requested to read all tender documents carefully and quote accordingly.

1. GCC
2. SCC
3. TCC
4. PQR

1. Only those bids, which qualify the PQR/Technical bid, shall be eligible for further consideration.
2. Warranty: 12 Months from the date of taking over certificate details SCC Chapter II
3. Payment Terms: As per SCC (Chapter VIII)

Days of payment after invoice submission as per following table.

**MSME vendors may opt for payment through TReDS (Trade Receivables Discounting System). For details please visit [www.rxil.in](http://www.rxil.in). No overdue interest shall be payable by BHEL.**

Type of Bidder	Payment Terms
Micro & Small Enterprises (MSEs)	45 days
Medium Enterprises	60 days
Non MSME	90 days

4. Price: Firm pricing till entire contract.

5. LD/Penalty: Applicable as per Chapter-9 GCC

6. EMD : Rs. 40500/-

7. Security Deposit: 5 % of Contract Value.

6. Due to Service Contract, MSE / STARTUP Bidders are exempted for EMD submission/Turnover/Experience against documentary proof.

7. Mode for EMD Deposit.: Modes of deposit The EMD may be accepted only in the following forms:

(i) Cash deposit as permissible under the extant Income Tax Act (before tender opening)

(ii) Electronic Fund Transfer credited in BHEL account (before tender opening)

(iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)

Bank account details for EMD deposit:

a) Name of the Beneficiary -: Bharat Heavy Electricals Limited

b) Bank Particulars

i). Bank Name -: STATE BANK OF INDIA

ii). Bank Telephone No.(with STD code):- ' 0 5 9 4 4 - 2 4 7 6 7 8 / 247646/ 243843

iii) . Branch Address:- INDIRA CHORAHA ,RUDRAPUR,U.S Nagar NAGAR,UTTARAKHAND-263153 PIN-263153

iv) . Bank Fax No. (with STD code) - : 05944 - 243454

v). 9 Digit MICR Code of the Bank Branch -: 263002001

vi) . Bank Account Number -: 10672521208

vii) . Bank Account Type -: CASH CREDIT

viii) . 11 Digit IFSC Code of Beneficiary Branch:- SBIN0000708

### **8. Sub: Conflict of Interest among Bidders/ Agents**

"A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

a) they have controlling partner (s) in common; · or

b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or

c) they have the same legal representative/agent for purposes of this bid; or

**d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder,· or**

**e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid,· or**

**f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:**

**1. The principal manufacturer directly or through one Indian agent on his behalf; and**

**2. Indian/foreign agent on behalf of only one principal;**

**or**

**g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, · or**

**h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "**

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

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।