

## Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687778682730

Generated Date | अनुबंध तिथि: 10-Jan-2024

Bid/RA/PBP No. | बोली/आरए/पीबीपी संख्या: [GEM/2023/B/4254895](#)

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: 10360010-PE&SD Hyderabad	Designation   पद: Pralay S Mohanty Contact No.   संपर्क नंबर: 040-23182460- Email ID   ईमेल आईडी: buycon2038.bhelb.ts@gembuyer.in GSTIN   जीएसटीआईएन: - Address   पता: IOCL BRPL Refinery, Dhaligaon Urban, Bongaigaon, Assam, Chirang, ASSAM-783385, 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: DGM/Purchase Designation of Financial Approval   वित्तीय अनुमोदन का पदनाम: Manager/Finance	Role: PAO Payment Mode   भुगतान का तरीका: BHEL Designation   पद: China Veera Reddy Gelli Email ID   ईमेल आईडी: pay9.bhelb.ts@gembuyer.in GSTIN   जीएसटीआईएन: 36AAACB4146P1ZG Address   पता: Project Engineering & Systems Division Bharat Heavy Electricals Limited Ramachandrapuram Hyderabad, Medak, TELANGANA-502032, India Payments shall be made to the seller within 90 days of issue Payment Timelines   भुगतान समयसीमा: भुगतान of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10-days time as provided in clause 12 of GeM GTC)

Seller Details   विक्रेता विवरण	
GeM Seller ID   जेम विक्रेता आईडी: 4AAD180000652338 Company Name   कंपनी का नाम: ACME FLUID SYSTEMS Contact No.   संपर्क नंबर: 09979664455 Email ID   ईमेल आईडी: rakesh@strainersindia.com Address   पता: 152/2, ROAD NO.5 GIDC KATHWADA, AHMEDABAD, AHMEDABAD, GUJARAT-382415, - MII Status   एमआईआई स्थिति: True MSME verified   एमएसएमई सत्यापित: Yes MSME Registration number   एमएसएमई पंजीकरण संख्या: UDYAM-GJ-01-0068743 MSE Social Category   एमएसई सामाजिक श्रेणी: General MSE Gender   एमएसई लिंग श्रेणी: Male GSTIN   जीएसटीआईएन: 24AARFA9849G1ZY	

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

Delivery Instructions | वितरण निर्देश: NA

Product Details   उत्पाद विवरण						
#	Item Description   आइटम विवरण	Ordered Quantity   आइटम विवरण	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: Fabricated Y Type Strainer Brand   ब्रांड: ACME FLUID SYSTEMS Brand Type   ब्रांड प्रकार: Registered Brand 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: Fabricated Y Type Strainer (Q3) Model   मॉडल: Y TYPE HSN Code   एचएसएन कोड: 84212900	1	set	53,100	NA	53,100
Total Order Value   कुल ऑर्डर मूल्य (in INR)						53,100

Consignee Detail   परेषिती विवरण						
S.No   क्र.सं.	Consignee   परेषिती	Item   वस्तु	Lot No.   लॉट नंबर	Quantity   मात्रा	Delivery Start After   दिनांक के बाद	Delivery To Be Completed By

					डिलीवरी शुरू करना है	वितरण पूरा कब तक करना है
1	Designation   पद : - Email ID   ईमेल आईडी : buycon2038.bhelb.ts@gembuyer.in Contact   संपर्क : 040-23182460- GSTIN   जीएसटीआईएन : - Address   पता : IOCL BRPL Refinery, Dhaligaon Urban, Bongaigaon, Assam, Chirang, ASSAM-783385, India	Fabricated Y Type Strainer	-	1	10-Jan-2024	09-May-2024

### Product Specification for Fabricated Y Type Strainer

Specification   विनिर्देश	Sub-Spec   उप-विनिर्देश	Value   मूल्य
Custom Specification	Custom Specification	Yes

### Seller Specification Document | विक्रेता विशिष्टता दस्तावेज़:

1. <a href="#">SpecificationDocument1</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/21/88/523/CatalogAttrs/SpecificationDocument/2023/1/21/2023_01_21_18_33_54_str-fabricetay-model_2023-01-21-18-34-06_87ba0cdf04591c8d03b03d9d2060c015.pdf
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### Buyer Specification Document | खरीदार विशिष्टता दस्तावेज़:

1. <a href="#">SpecificationDocument</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/9024153/54/78/703/CatalogAttrs/SpecificationDocument/2023/1/25/nit-upbf_pqc_techspec_sqc-strainers_with_spare-mto_2023-11-25-17-20-59_a3aebef606f0de1e2827d1cbd4c2f713.pdf
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### Corrigendum | शुद्धिपत्र

1. Extended Upto | तक बढ़ाया गया : 2023-12-08 21:00:00

### 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

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

After award of contract - Successful Bidder shall have to get Detailed Design Drawings approved from buyer before starting fabrication. Successful Bidder shall submit Detailed Design Drawings for Buyer's approval, within 7 days of award of contract. Buyer shall, either approve the drawings or will provide complete list of modification required in the drawings within 7 days. Seller shall be required to ensure supply as per approved Drawings with modifications as communicated by Buyer. If there is delay from buyer side in approval of drawing- the delivery period shall be refixed without LD for the period of delay in approval of Drawing.

##### 2.3 Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

##### 2.4 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 %.

##### 2.5 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.

## 2.6 Generic

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

## 2.7 Generic

End User Certificate: Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.

## 2.8 Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

## 2.9 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.

## 2.10 Scope of Supply:

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

## 2.11 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.

## 2.12 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.

## 2.13 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 TPJA/CUSTOMER

Post Receipt Inspection at consignee site before acceptance of stores:

SITE ENGINEER

## 2.14 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.

## 2.15 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.

## 2.16 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.

## 2.17 Certificates:

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

## 2.18 Certificates:

To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid):

AS PER NIT

**2.19 Warranty:**

Warranty period of the supplied products shall be 2 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.

**2.20 Past Project Experience:**

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

**2.21 Buyer Added Bid Specific ATC:**

Buyer Added text based ATC clauses

A. Approval of Vendor by BHEL/End Customer: BHEL/End Customer approval of the vendor is mandatory for qualifying for price bid opening.

**B. SCOPE: Bidder shall quote for Total Lump Sum Price for complete requirement**

- Including basic price, Packing & forwarding, testing charges and GST, and
- Excluding Freight and Transit insurance in GeM portal.

Freight is in Customer (BGGTS) Scope.

Transit insurance is in Customer(IOCL) Scope.

Third party inspection charge is in BHEL scope.

**Bidder to quote as per Un-Priced Price Bid Format.**

C. Delivery Term:

**EX WORKS, including Packing & Forwarding in vendor's scope.**

**Freight/Transportation & Transit Insurance are NOT in the scope of vendor.**

D. Delivery Period: **Delivery period shall be 120 days from the date of GeM PO up to the date of completion of final inspection.**

Note: Drawing/Documents approval time is included in GeM PO delivery period. However, delivery extension will be provided for the delay attributed to BHEL.

E. Payment Terms:

100% Payments shall be made to the Seller on pro-rata basis within 90 days for Non-MSME, 60 days for vendors qualified and registered as Medium as per MSMED Act and 45 days for vendors qualified and registered as Micro or Small as per MSMED Act of issue of consignee receipt-cum-acceptance certificate (CRAC) i.e. submission of all the dispatch documents (Invoice, original LR, Packing List, Guarantee certificate etc as applicable) along with consignee acknowledged LR copy, inspection reports and O&M Manual (if applicable as per NIT Technical documents).

NOTE: In case of part supplies, as regards basic price, only 90% shall be released as above on pro-rata basis and balance 10% shall be released on completion of total supplies or completion of each lot as defined as per PO Terms.

F. GST Payment Term: The GST amount of the vendor invoices (after dispatches for payment) will be paid by BHEL to vendor only after it is available to BHEL for taking GST credit in GST portal. As per GeM, GST price is also inclusive in basic quoted price.

G. Release of Payment: Bidders shall submit a claim/invoice on BHEL along with all the respective

relevant supporting documents. The payment shall be released as following:

- within 90 days for NON-MSME vendors
- within 45 days for vendors qualified and registered as Micro or Small as per MSMED Act.
- within 60 days for vendors qualified and registered as Medium as per MSMED Act)

after receipt of each claim/invoice along with relevant supporting documents complete in all respects.

H. Documents to be submitted with Offer:

- Confirmation for compliance of scope as per Unpriced BOQ (Signed copy).

- ii) Confirmation for compliance of technical specification (Signed copy).
- iii) Technical catalogue of the offered models.
- iv) Copy of PAN card, GST registration certificate and Certificate of Incorporation.
- v) MSME certificate if the bidder is MSME.
- vi) Past Performance of similar type of item.
- vii) ANNEXURE – 1: Proforma Declaration of Acceptance of BHEL's Techno-Commercial Terms & ANNEXURE-2: Deviation Schedule
- viii) ANNEXURE-3: Proforma Declaration of Minimum Local Content
- ix) ANNEXURE – 4: Proforma Declaration of Non-Formation of Cartel
- x) ANNEXURE-5: Proforma Declaration from Bidders from Country Sharing Land Border with India
- xi) ANNEXURE – 6: NEFT Application Form

I. Consignee Address:

IOCL BRPL Refinery, Dhaligaon Urban, Bongaigaon, Assam

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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 प्रिंट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।