

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687720891252

अनुबंध तिथि | Generated Date : 03-Feb-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4307095](#)

संगठन विवरण | Organisation Details

प्ररूप | Type : Central PSU
मंत्रालय | Ministry : Ministry of Heavy Industries and Public Enterprises
विभाग | Department : Department of Heavy Industry
संगठन का नाम | Organisation Name : Bharat Heavy Electricals Limited (BHEL)
कार्यालय क्षेत्र | Office Zone: 10360010-PE&SD Hyderabad

खरीदार विवरण | Buyer Details

पद | Designation : Venkatesh K
संपर्क नंबर | Contact No. : 040-23184639-
ईमेल आईडी | Email ID : buycon291.bhelb.ts@gembuyer.in
जीएसटीआईएन | GSTIN : 36AAACB4146P1ZG
पता | Address : 1 X 18.5 MW BTG NALCO Damanjodi,
KORAPUT, ODISHA-763008, India

वित्तीय स्वीकृति विवरण | Financial Approval Detail

आईएफडी सहमति | IFD Concurrence : No
प्रशासनिक अनुमोदन का पदनाम | Designation of Administrative Approval: DGM-MM
वित्तीय अनुमोदन का पदनाम | Designation of Financial Approval : Manager

भुगतान प्राधिकरण विवरण | Paying Authority Details

Role: PAO
भुगतान का तरीका | Payment Mode: BHEL
पद | Designation : China Veera Reddy Gelli
ईमेल आईडी | Email ID : pay9.bhelb.ts@gembuyer.in
जीएसटीआईएन | GSTIN : 36AAACB4146P1ZG
पता | Address : Project Engineering & Systems Division Bharat Heavy
Electricals Limited Ramachandrapuram Hyderabad,
Medak, TELANGANA-502032, India
भुगतान समयसीमा | Payment Timelines: Payments shall be made to the seller within 90 days of issue 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)

विक्रेता विवरण | Seller Details

जेम विक्रेता आईडी | GeM Seller ID : 0HZQ210002183160
कंपनी का नाम | Company Name : DEBO ENGINEERING
संपर्क नंबर | Contact No. : 08240370360
ईमेल आईडी | Email ID : deboengineering2018@gmail.com
पता | Address : 143/1,Ronco,Bhattacharya Para Road,Behala Silpara,
Kolkata, WEST BENGAL-700063, -
एमएसएमई सत्यापित | MSME verified : No
एमएसएमई पंजीकरण संख्या | MSME Registration number : UDYAM-WB-10-0028490
एमएसई सामाजिक श्रेणी | MSE Social Category : SC
एमएसई लिंग श्रेणी | MSE Gender : Female
जीएसटीआईएन | GSTIN: 19FGYPS26551Z9

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

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 : STUD NUT AS PER ASTM A193 B7 AND A194 2H ब्रांड Brand : UNBRANDED/DE 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 : STUD NUT AS PER ASTM A193 B7 AND A194 2H (Q3)	1	set	109,610.5	NA	109,610.5

मॉडल Model: STUD NUT AS PER ASTM A193 B7 AND A194 2H PANCHET एचएसएन कोड HSN Code: 73181500						
कुल ऑर्डर मूल्य Total Order Value (in INR)						109,610.5
परोक्षिती विवरण Consignee Detail						
क्र.सं. S.No	परोक्षिती 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 : con713.bhelb.ts@gembuyer.in संपर्क Contact : 040-23182134- जीएसटीआईएन GSTIN : - पता Address : Marafari, Bokaro Steel City, Jharkhand, BOKARO, JHARKHAND-827011, India	STUD NUT AS PER ASTM A193 B7 AND A194 2H	-	1	03-Feb-2024	03-May-2024
Product Specification for STUD NUT AS PER ASTM A193 B7 AND A194 2H						
विनिर्देश Specification		उप-विनिर्देश Sub-Spec		मूल्य Value		
Custom Specification		Custom Specification		Yes		
विक्रेता विशिष्टता दस्तावेज़ Seller Specification Document:						
1. SpecificationDocument1		mkp.gem.gov.in/catalog_data/catalog_support_document/62/26/641/CatalogAttrs/SpecificationDocument/2023/10/11/2023_10_11_09_23_32_spec_pancheyt_2023-10-11-09-23-47_c93b418d503284ecbc6aa11c24843c26.pdf				
खरीदार विशिष्टता दस्तावेज़ Buyer Specification Document:						
1. SpecificationDocument		mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/1267679/54/78/703/CatalogAttrs/SpecificationDocument/2023/12/6/0_merged_nit_docs_bolting_sail_bokaro_2023-12-06-09-22-18_b361c6e699e7bd9756470a2a9bd69000.pdf				
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 <i>Generic</i> 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 <i>Generic</i> 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 15 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 <i>Generic</i> 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 <i>Generic</i> 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 <i>Generic</i> 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:

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

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 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 TPIA/ CUSTOMER TPIA

Post Receipt Inspection at consignee site before acceptance of stores:

BHEL /BHEL TPIA/ CUSTOMER TPIA

2.12 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.

2.13 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.

2.14 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.

2.15 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.

2.16 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.

2.17 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

ONLINE QUERIES TO BE POSTED AT kvenkatesh@bhel.in; skmurmu@bhel.in

ALL DOCUMENTS AS PER PQC SHALL BE SUBMITTED. BIDDER OFFER IS SUBJECT TO END CUSTOMER APPROVAL. CREDENTIALS AS SOUGHT BY CUSTOMER SHALL BE SUBMITTED BY BIDDER

Further as per price bid format, there may be BOQ variation, BHEL shall furnish the BHEL amended PO on account of BOQ variation (IF ANY) in terms of price and delivery period (as applicable). GEM amended PO shall not be relaxed, however all the terms and conditions of the GEM shall be applicable for the BHEL amended PO also.

3. The amount of GST shall be paid to the vendor only upon confirmation of the following:
- Receipt of original Tax Invoice strictly as per the format prescribed under the relevant applicable GST law.
 - Vendor/ contractor declaring such invoice in GSTR 1/GST-ANX-1 as per the relevant GST Act
 - The tax component charged by the vendor in the invoice should match with the details uploaded by vendor in GSTR 1/GST-ANX-2
 - Confirmation of payment of GST thereon by bidder on GSTN Portal
 - Ensuring availability of input credit to BHEL
4. BIDDER SHALL SUBMIT ALL THE DOCUMENTS SATISFYING PQCRITERIA.
5. IF BIDDER IS A MSME VENDOR AND WANTS TO AVAIL MSME BENEFITS, THEN BIDDER HAS TO SUBMIT LATEST UDYAM REGISTRATION CERTIFICATE ALONG WITH THE BID ONLY. POST PO PLACEMENT, IF VENDOR SUBMITS UDYAM REGISTRATION CERTIFICATE, THE SAME SHALL NOT BE CONSIDERED. FURTHER MSME BENEFITS AS PER BHEL POLICY SHALL BE PROVIDED TO BIDDER.
6. BIDDER SHALL OFFER THE MATERIALS FOR INSPECTION STRICTLY AS PER ENCLOSED QAP.
7. PARTIAL BIDS IS NOT ACCEPTED. BIDDER TO QUOTE ALL THE ITEMS. BIDDER TO QUOTE ONLY ONE LUMP SUM PRICE. PRICE OF THE ITEMS SHALL BE DERIVED FROM THE QUOTED LUMP SUM PRICE (REFER NOTES OF THE PRICE BID).
8. Bid reserved for Make In India products: Procurement under this bid is reserved for purchase from local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a local supplier, should be as per relevant notification / order issued by the nodal ministry as available on the website of Department of Promotion of Industries and Internal Trade (DPIIT). All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 29.5.2019. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
9. **Payment(MAIN SUPPLY/BASE ITEM) shall be made within 90 Days (for MSEs (Micro & Small enterprises) - Payment shall be done in 45 days, for Medium enterprises - payment shall be done in 60 days) from the Date of creation of CRAC and CRAC shall be made within 10 days from the date of receipt of consignment of Goods and after receipt of all invoice documents (original + Xerox of Invoice, LR, Material receipt certificate (only Xerox and original shall be furnished immediately), All Inspection documents, Delivery note/challan, packing list, Guarantee certificate etc.) at BHEL-Hyderabad. CRAC record date shall be later of the following cases:**
- Date of receipt of goods at site
 - Date of Invoice documents (original + Xerox) received at BHEL -Hyderabad OFFICE.
- HOWEVER, FOR GST PAYMENT, PL REFER POINT AT SL.NO 3 ABOVE**
10. **Delivery period** indicated in the tender documents includes the approval of Drawings/ QAP / Inspection etc. and following timelines:
- Days considered for drawing approvals by Engineering - NA**
 - Whether customer approval is required for drawing approval. - yes**
 - If above is yes, No of days considered for Customer approval. - 15 days**
 - Time period considered for QAP approval by BHEL. - 14 Days**
 - Time period considered for QAP approval by Customer - 15 days**
 - Time period considered for raising Inspection call to TPIA inspection-5 days.**
 - Time period considered from IRN/CQIR to MDCC- - 1-2 days**
 - Time period of delivery from the date of MDCC. - 3 days.**
11. 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:
- The Seller fails to comply with any material term of the Contract.
 - 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.
 - 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.
 - The Seller becomes bankrupt or goes into liquidation.
 - The Seller makes a general assignment for the benefit of creditors.
 - A receiver is appointed for any substantial property owned by the Seller.
 - The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the
12. Ordering quantity Tolerance - + / - 20% each item wise of tendered quantity or as mentioned in the technical specification. If ordering quantity is mentioned in the technical specification, the same is binding. Further BHEL will place the Purchase order/amend BHEL PO for the quantity variation during the order execution which is binding on Bidder and deviation on the same is strictly not acceptable.
13. Terms and conditions mentioned in "Buyer Uploaded ATC document are applicable for this tender"
14. All other terms and conditions of latest GeM GTC are applicable for this tender.

15. RESTRICTION ON BIDDERS FROM COUNTRIES SHARING LAND BORDER WITH INDIA:

- Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- "Bidder from a country which shares a land border with India" for the purpose of this clause (Cl. 26.0) means:
 - An entity incorporated, established or registered in such a country; or
 - A subsidiary of an entity incorporated, established or registered in such a country; or
 - An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - An entity whose beneficial owner is situated in such a country; or
 - An Indian (or other) agent of such an entity; or
 - A natural person who is a citizen of such a country; or
 - A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

4. The beneficial owner for the purpose of (Cl. J.3) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders' agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

5. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

16. OTHER ADDITIONAL POINTS

1. **Scope of unloading - Unloading of the materials is in the scope of BHEL. However, Demurrages on account of delay in unloading due to improper packing, non-availability of proper dunnage, not adhering to the tender conditions and other reasons attributable to supplier shall be on supplier's accounts only. Prior dispatch clearance shall be obtained from respective site**

2. **Quoted rate shall include transportation to site. Responsibility of delivering material to the project site lies with the vendor. Necessary other statutory compliance, certifications, permits etc. are in the scope of vendor.**

3. **Manufacturer's Material Test Certificates (3 copies or more, if required) are to be furnished.**

4. **Material Warrantee - Free replacement of whole material in case of notification of defect within the periods of one year from TC/Invoice date, whichever is later.**

5. **Defective material replacement - Supplier shall replace the defective material free of cost (inclusive of freight, material cost, taxes etc.) up to destination within one month from notification of defect.**

6. **Ordering quantity Tolerance - +10 / - 20% of order value.**

7. **BHEL will attend inspection within 5 days of inspection date raised in the CQIR portal.**

8. **At site, for truck unloading, a maximum of 7 days shall be considered by Bidder.**

9. **BHEL HAS THE RIGHT TO ALTER THE QUANTITY OF SET (+-20% ON INDIVIDUAL ITEM WISE BASIS AND OVERALL BASIS) DURING THE ORDER PLACEMENT AND IS BINDING ON THE BIDDER.**

10. **If no deviation is observed in the part-1 offer of the quoting bidder, it will be treated as deemed acceptance to all the terms and condition of the GeM enquiry.**

11. **End customer has specified some approved suppliers also, Any bidder may write to kvenkatesh@bhel.in, skmurmur@bhel.in, to know whether they are already approved. APPROVED suppliers vendor MAKES ARE PART OF TENDER DOCUMENT**

12. **Known probable sources will receive an email notification for submitting quotation.**

B. 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.

C. SCOPE: Bidder shall quote prices including basic price, Packing forwarding, Freight and GST in enquiry in GeM portal and Transit insurance is in BHEL Scope.

D. Delivery Period: The calculation of **Delivery period** mentioned in the Bidding document is from GeM contract date up to **Date of material receipt at project site.**

E. PQC (Pre-Qualification Criteria): As mention in GEM technical specification/bidding document

F. Bidder has to submit copies GSTIN registration, PAN card etc. as applicable.

G. QAP Approval modalities: After PO placement, Successful L-1 Vendor has to fill all detail as per attached customer QAP in our format and submit to us for final approval from BHEL and Customer. Formats and customer QAP are available in the GEM bid document

H. Payment Zero date: The (PRC in GeM) Provisional receipt certificate shall be issued/considered only after receipt of all the necessary dispatch documents **along with site ack LR at buy Office.**

The payment (basic excluding GST) will be done within specified time period as per GeM GTC from the date of PRC and CRAC. Zero date shall be the date receipt of last document out of the following: 1) Dispatch documents hard copies, 2) scanned copy of site ack LR.

I. Default/ Breach of contract, Insolvency, and Risk & Cost Purchase

G.1	<p>If Seller/ Contractor</p> <ul style="list-style-type: none"> § fails to deliver goods or materials or any instalment thereof within the period(s) fixed for such delivery or § delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or § withdraws his offer after the part two bid opening (Price bid opening) or § at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or § is unable to supply goods or materials covered by the Order/ Contract either in whole or in part or otherwise fails to perform the Order/Contract or § commits any breach of Order/ Contract not herein specifically provided for or § in the event of the death or insanity or if the Seller/ Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or § make any assignment of the Order/ Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm is dissolved under the Partnership Act or <p>if the Seller/ Contractor being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the Purchaser may be put in or cur or sustain by reason of Seller/ Contractor's default or breach of Order/ Contract, Purchaser shall be entitled to cancel the Order/ Contract either in whole or portion thereof without compensation to Seller/ Contractor and if the Purchaser so desires, may procure upon such terms and in such manner as deemed appropriate, stores not so delivered or others of similar description where stores exactly complying with particulars are not, in the opinion of the Purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/ Contractor and the Seller/ Contractor shall be liable to the Purchaser for any excess costs provided that the Seller/ Contractor shall continue the performance of the Order/ Contract to the extent not canceled under the provisions of this clause.</p> <p>The Seller/ Contractor shall on no account be entitled to any gain on such repurchases.</p> <p>Risk & Cost Clause, in line with Conditions of Contract may be invoked in any of the following cases:</p> <ul style="list-style-type: none"> i. Contractor/ supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor/ supplier including unexecuted portion of work/ supply does not appear to be executable within balance available period considering its performance of execution. ii. Withdrawal from or abandonment of the work by contractor before completion of the work as per contract. iii. Non-completion of work/ Non-supply by the Contractor/ supplier within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor/ supplier. iv. Termination of Contract on account of any other reason(s) attributable to Contractor/ Supplier. v. Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL. <p>§ Non-compliance to any contractual condition or any other default attributable to Contractor/ Supplier.</p>
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G.2	<p>Risk and Cost against Balance Work</p> <p>Risk & Cost Amount= [(A-B) + (A x H/100)]</p> <p>Where,</p> <p>A= Value of Balance scope of Work/ Supply (*) as per rates of new contract</p> <p>B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.</p> <p>H = Overhead Factor to be taken as 5</p> <p>In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).</p> <p>*(Balance scope of work/ supply) Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount.</p> <p>LD against delay in executed work/supply shall be calculated in line with LD clause of the contract for the delay attributable to contractor/ supplier. For this purpose, contract value shall be taken as Executed Value of work/supply for the purpose of limiting maximum LD value.</p> <p>Method for calculation of "LD against delay in executed work/supply" is given below.</p> <ul style="list-style-type: none"> i) Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor/ supplier= T1 ii) Let the value of executed work/supply till the time of termination of contract= X iii) Let the Total Executable Value of work/supply for which inputs/fronts were made available to contractor/ supplier and were planned for execution till termination of contract = Y iv) Delay in executed work/supply attributable to contractor/supplier i.e. T2=(1-X/Y)x T1 v) LD shall be calculated in line with LD clause of the Contract for the delay attributable to contractor/ supplier taking "X" as Contract Value and "T2" as delay attributable to contractor/ supplier. <p>Note: In case portion of service/ supply is withdrawn, no LD shall be applicable for portion of service/ supply withdrawn.</p>
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G.3	<p>Recovery from Supplier</p> <p>Recoveries from contractor/ supplier on whom risk & cost has been invoked shall be made from the following:</p> <ul style="list-style-type: none"> a) Dues available in the form of Bills payable to contractor/ supplier, SD, BGs against the same contract. b) Dues payable to contractor/ supplier against other contracts in the same Region/Unit/ Division of BHEL. c) Dues payable to contractor/ supplier against other contracts in the different Region/Unit/ division of BHEL d) Legal Options for recovery of dues payable by the supplier/ contractor.
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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।

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