

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687770684710

अनुबंध तिथि | Generated Date : 03-Feb-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4231607](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्रकार 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: Boiler Auxiliaries Plant Ranipet	पद Designation : Mallikarjun Nayak संपर्क नंबर Contact No. : 04172-283102- ईमेल आईडी Email ID : buyer175.bhelb.tn@gembuyer.in जीएसटीआईएन GSTIN : - पता Address : INDIRA GANDHI INDUSTRIAL COMPLEX BOILER AUXILIARIES PLANT RANIPET, VELLORE, TAMIL NADU-632406, India

वित्तीय स्वीकृति विवरण Financial Approval Detail	भुगतान प्राधिकरण विवरण Paying Authority Details
आईएफडी सहमति IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: Sr Manager वित्तीय अनुमोदन का पदनाम Designation of Financial Approval: Manager	Role: BUYER भुगतान का तरीका Payment Mode: BHEL पद Designation : Mallikarjun Nayak ईमेल आईडी Email ID : buyer175.bhelb.tn@gembuyer.in जीएसटीआईएन GSTIN : - पता Address: INDIRA GANDHI INDUSTRIAL COMPLEX BOILER AUXILIARIES PLANT RANIPET, Vellore, TAMIL NADU-632406, 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 : 1613190001010847 कंपनी का नाम Company Name : UNIQUE TRANSMISSION INDIA PVT LTD संपर्क नंबर Contact No. : 09830023730 ईमेल आईडी Email ID : akj@uniquecouplings.com पता Address : 10/1D,MERCANTILE BUILDING,Lal Bazar Street,Kolkata, Kolkata, WEST BENGAL-700001, - एमआईआई स्थिति MII Status : True एमएसएमई सत्यापित MSME verified : Yes एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-WB-10-0002193 एमएसएमई सामाजिक श्रेणी MSE Social Category : General एमएसएमई लिंग श्रेणी MSE Gender : Male जीएसटीआईएन GSTIN: 19AAACU3048H1ZB

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

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 : 3-55-810-00874 ब्रांड Brand : OEM ब्रांड प्रकार Brand Type : Registered Brand 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 : 3-55-810-00874 (Q3) मॉडल Model: 80QF500_2593 एचएसएन कोड HSN Code: 84836010	4	pieces	212,400	NA	849,600
कुल ऑर्डर मूल्य Total Order Value (in INR)						849,600

परोक्ष विवरण Consignee Detail						
				लॉट नंबर	दिनांक के बाद डिलीवरी शुरू	वितरण पूरा कब तक करना है Delivery To

क्र.सं. S.No	परोक्षता Consignee	वस्तु Item	Lot No.	मात्रा Quantity	करना है Delivery Start After	Be Completed By
1	पद Designation :- ईमेल आईडी Email ID : con247.bhelb.tn@gembuyer.in संपर्क Contact : 04172-284546- जीएसटीआईएन GSTIN : - पता Address : INDIRA GANDHI INDUSTRIAL COMPLEX BOILER AUXILIARIES PLANT RANIPET, VELLORE, TAMIL NADU-632406, India	3-55-810-00874	-	4	03-Feb-2024	03-May-2024

Product Specification for 3-55-810-00874

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/51/76/034/CatalogAttrs/SpecificationDocument/2023/11/26/2023_11_26_12_56_04_fq500-2593-595-pa_2023-11-26-12-56-06_f9561b1853184d3b5de8a59c6237de8a.pdf
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खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

1. DrawingDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/1227594/54/78/703/CatalogAttrs/DrawingDocument/2023/11/20/drawing_2023-11-20-15-41-01_4c541f39065813e7710bb2dee96e4998.pdf
2. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/1227594/54/78/703/CatalogAttrs/SpecificationDocument/2023/11/20/quality_req_2023-11-20-15-41-01_e5105f80f3079a6a0ca0ec8e9eec46ad.pdf

खरीदार द्वारा जोड़ी गई बोली का विशिष्ट अतिरिक्त कार्य | Buyer added Bid Specific Additional Scope of Work

क्र.सं. S.No	दस्तावेज़ का शीर्षक Document Title	विवरण Description	लागू आईआरओ सामान Applicable i.ro. Items
1	PRE-QUALIFICATION REQUIREMENT View	Bidders to necessarily follow the same.	SPACER COUPLING FOR PA FAN AS PER DRG NO. 3-55-830-00874, R1 TO TRANSMIT 2775 KW @ 1480 RPM(4)

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 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 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 APPOINTED TPIA

Post Receipt Inspection at consignee site before acceptance of stores:

BHEL STORES

2.3 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.

2.4 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

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.

2.6 Scope of Supply:

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

2.7 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

Technical Description: SPACER (RIGIFLEX) COUPLING FOR PA FAN AS PER DRG NO. 3-55-830-00874 Rev.01 TO TRANSMIT 2775 KW @ 1480 RPM. DY NAMIC BALANCING TO Q2.5 OF ISO 1940. F.O.S. 1.6.

Other ATC Terms:

- a) Bidder fulfilling the PQR criteria as per the attachment shall only qualify for this bid.
- b) Bidder should submit the technical specifications, drawings along with the technical offer (Un-price bid) for evaluation.
- c) Bidder shall accept quality requirements and confirm to comply the Standard Quality Plan SQP:FAN:373 Rev 02 and submit the signed copy of S QP as an acceptance. Annexure-Q shall be filled and send after sign & seal.
- d) Bid Price: The Bidder has to quote the Landed Price inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, taxes, duties, freight and insurance as specified in tender document.
- e) Certificates: Bidder should submit the Certificates (i.e. TC, GC, MTC, MCC, CC etc.) as per the attached specification in case order is issued.
- f) Warrantee Certificate: Warrantee Certificate shall be Twelve months from the date of commissioning/ putting into use (or) Eighteen months from the dispatch whichever is earlier.
- g) Payment Terms: 100% payment within 45 days for MSE (Micro & Small), within 60 days for Medium and within 90 days for Non-MSE supplier from the receipt & acceptance of materials.
- h) Pre-dispatch inspection at Seller premises: Before dispatch, the goods will be inspected by BHEL or BHEL's Authorized Representative or by Nominated External Inspection Agency (INTERTEK) at Seller premises (or at designated place for inspection as declared/communicated by the seller) for their compliance to the contract specifications. Travel & other local stay cost for the Inspectors sent by BHEL will be to BHEL account, but other Inspection Charges, if any shall be to the account of the Seller only. For in-house testing, the Sellers will provide necessary facilities at free of cost. Seller shall notify the Buyer by 3 days in advance through e-mail about readiness of goods for pre-dispatch inspection and also Seller shall register / raise the Inspection call through BHEL CQIR portal (<https://cqir.bhel.in/>) for arranging inspection by BHEL. Buyer / BHEL 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 pre-dispatch clearance. 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 regularized without Liquidated Damages.
- i) Document submission timeline: GA drawing / Data sheet shall be submitted for BHEL approval within 15 days from the date of PO. BHEL will approve or provide comment within 7 days for first submission & for re-submitted drgs/docs within 3 days. Vendor to resubmit the revised drg/data sheet as per BHEL comments within 5 days from the date of receipt.
- j) Conflict of Interest: A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anticompetitive 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: i) They have controlling partner (s) in common; or ii) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or iii) they have the same legal representative/agent for purposes of this bid; or iv) 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 v) 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 vi) 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 authorise 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 vii) A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract t

hat is the subject of the Bid, or viii) 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.

k) Confidentiality Notice: All documents such as specifications, terms and conditions and all correspondence sent to a Seller by BHEL on a tender / order are to be treated as the confidential document of BHEL. All such tender / order-related documents issued by BHEL are to be treated with the same level of confidentiality that the receiver would bestow on their confidential documents. It is to be understood that downloading the documents from the web constitutes the acceptance of this confidentiality clause of BHEL.

This provision does not apply to documents freely and is already in the public domain.

In their own interest, If any Seller finds or becomes aware of any internal communication of BHEL, in the public domain, it shall be the responsibility of such Seller to bring it to the notice of BHEL for clarification /immediate and appropriate action by BHEL. Any action or attempts taken by a Seller in leveraging such information shall be deemed as an unethical act and shall attract such extant provisions of BHEL's procurement policies.

l) Material Rejection and Returns: If the supplied materials are rejected at our stores, it shall be the responsibility of the supplier to collect the rejected goods from our stores, at their cost and risk, within a reasonable period of 30 days from the date of intimation of the rejection.

The loading of the rejected goods at BHEL stores onto the vehicles placed by the supplier will be done by BHEL and such loading charges incurred along with the unloading charges incurred by BHEL for the unloading of the rejected goods will be to the account of the supplier. The unloading and loading charges incurred by BHEL will be raised on the supplier and the same shall be deducted from any of the pending bills of the supplier. In case there are no pending bills, then such amount incurred will be recovered from payments due for replacement goods to be supplied by the supplier. Or alternatively, such amounts shall be recovered from the payments due to the supplier, if any, for materials supplied to other BHEL Unit(s).

If the supplier fails to lift the materials within the stipulated period of 30 days, either the goods will be booked on a freight-to-pay basis to the supplier through any one of the contracted carriers of BHEL and the documents shall be negotiated through bank, or BHEL shall dispose off the rejected materials on their own.

The costs incurred for such disposal shall be to the account of the supplier. Where the goods are disposed off, by BHEL, the supplier shall have no claim on whatsoever proceeds that BHEL may get out of such action.

m) Set Off clause: In the event any quantities are pending to be supplied against any purchase order by a seller, subject to the terms and conditions of the order, BHEL reserves the right to account the quantities of the same item supplied in a later order, by the Seller, against the unfulfilled previous order.

In such cases of default in the complete execution of an order, BHEL, shall stand authorized at any time, and from time to time, without any prior notice to the Seller, to set off and apply any and all supplies made against the current order to the account of the previously issued purchase order of the same item.

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।

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.