

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687732653868

अनुबंध तिथि | Generated Date : 07-Feb-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4381857](#)

संगठन विवरण   Organisation Details		खरीदार विवरण   Buyer Details	
प्रकृत्या   Type :	Central PSU	पद   Designation :	SrEngrSMS
मंत्रालय   Ministry :	Ministry of Heavy Industries and Public Enterprises	संपर्क नंबर   Contact No. :	01334-281702-
विभाग   Department :	Department of Heavy Industry	ईमेल आईडी   Email ID :	buyer634.bhelb.ua@gembuyer.in
संगठन का नाम   Organisation Name :	Bharat Heavy Electricals Limited (BHEL)	जीएसटीआईएन   GSTIN :	05AACB4146P1ZL
कार्यालय क्षेत्र   Office Zone:	10020009-CFFP Haridwar	पता   Address :	Central Foundry Forge Plant, BHEL, Ranipur, Haridwar, HARIDWAR, UTTARAKHAND-249403, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail		भुगतान प्राधिकरण विवरण   Paying Authority Details	
आईएफडी सहमति   IFD Concurrence :	No	Role:	PAO
प्रशासनिक अनुमोदन का पदनाम	Manager	भुगतान का तरीका	BHEL
Designation of Administrative Approval:	Manager	Payment Mode:	DGM Pay
वित्तीय अनुमोदन का पदनाम	Manager	पद   Designation :	pay16.bhelb.ua@gembuyer.in
Designation of Financial Approval :		ईमेल आईडी   Email ID :	05AACB4146P1ZL
		जीएसटीआईएन   GSTIN :	Central Foundry Forge Plant, BHEL, Ranipur, Haridwar, Haridwar, UTTARAKHAND-249403, India
		पता   Address:	
		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 :	PXHP220005948331
कंपनी का नाम   Company Name :	M/S GALAXY ENTERPRISES
संपर्क नंबर   Contact No. :	07719788318
ईमेल आईडी   Email ID :	vaishalibhardwaj20994@gmail.com
पता   Address :	76,DURGAPURI,KHATAULI,KHATAULI, Muzaffarnagar, UTTAR PRADESH-251201, -
एमएसएमई सत्यापिता   MSME verified :	No
एमएसएमई पंजीकरण संख्या   MSME Registration number :	UDYAM-UP-58-0012457
एमएसई सामाजिक श्रेणी   MSE Social Category :	General
एमएसई लिंग श्रेणी   MSE Gender :	Female
जीएसटीआईएन   GSTIN:	09CCXPB9034J1Z0

\*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 : MS Pipe 8 MM ब्रांड   Brand : MS Pipe 8 MM ब्रांड प्रकार   Brand Type : Unbranded कैलेगो 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 चतुर्धारा   Category Name & Quadrant : MS Pipe 8 MM (Q3) मॉडल   Model: MS Pipe 8 MM एचएसएन कोड   HSN Code: HSN not specified by seller	30,000	meter	44.75	NA	1,342,500
कुल ऑर्डर मूल्य   Total Order Value (in INR)						1,342,500

परेष्टी विवरण   Consignee Detail					
क्र.सं.   S.No	परेष्टी   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	मद   Designation :- बीएल आईडी   Email ID : con852.bhelb.ua@gembuyer.in संपर्क   Contact : 01334-285732- जीएसटीआईएन   GSTIN : - पता   Address : Central Foundry Forge Plant, BHEL, Ranipur, Haridwar, HARIDWAR, UTTARAKHAND-249403, India	MS Pipe 8 MM	-	30,000	07-Feb-2024	23-Mar-2024
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#### Product Specification for MS Pipe 8 MM

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

#### विक्रेता विशेषता दस्तावेज़ | Seller Specification Document:

1. <a href="#">Specification Document</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/24/65/666/CatalogAttrs/SpecificationDocument/2023/12/28/2023_12_28_13_45_42_e5c4_ms_pipe_8mm_spec_2023-12-2_2023-12-28-13-45-44_915ed0cc697b2f3237185bf51fc94b94.pdf
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#### खरीदार विशेषता दस्तावेज़ | Buyer Specification Document:

1. <a href="#">Specification Document</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/1407978/54/78/703/CatalogAttrs/SpecificationDocument/2023/12/22/e5c4_ms_pipe_8mm_spec_2023-12-22-09-31-00_2ee51a2e525a7baa2125c9224418377d.pdf
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#### शुद्धिपत्र | Corrigendum

1. तक बढ़ाया गया | Extended Upto : 2024-01-05 16:00:00

#### खरीदार द्वारा जोड़ी गई बोली का विशेष 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.r.o. Items
1	<a href="#">Specification View</a>	Bidder has to submit signed and stamped copy of attached specification as acceptance to supply material as per requirement.	MS Pipe 8 MM(30000)
2	<a href="#">Item Description View</a>	Bidder has to submit signed and stamped copy of attached Item Description as acceptance to supply material as per requirement.	MS Pipe 8 MM(30000)

#### 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 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 %.

###### 2.3 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.

#### 2.4 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 25% of total value.

#### 2.6 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):

By Seller at Seller Works

Post Receipt Inspection at consignee site before acceptance of stores:

By CFFP at CFFP BHEL Haridwar

#### 2.7 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.

#### 2.8 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.

#### 2.9 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

**1. RISK PURCHASE.** In case of abnormal delays (beyond the maximum late delivery period as per LD clause) in supplies/defective supplies or non-fulfilment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract or under General Law.

## 2. PAYMENT TERMS:

Type of vendor	Payment term (No. of days)
Micro & Small Enterprises ( MSEs)	100% payment within 45 days after receipt; subject to acceptance of material at CFFP / BHEL, Haridwar through e-payment.
Medium Enterprises	100% payment within 60 days after receipt; subject to acceptance of material at CFFP / BHEL, Haridwar through e-payment.
Non MSEs	100% payment within 90 days after receipt; subject to acceptance of material at CFFP / BHEL, Haridwar through e-payment.

2.1 MSME bidders can avail benefits of payment through TReDS.

**2.2 The vendors claiming MSME benefits in the bid, but not registered with CFFP/BHEL Haridwar as MSME are required to submit Udyam Certificate and audited balance sheet including Profit and Loss statement of last financial year along with bid. In case vendor does not submit these documents within due course of time, payment preference will not be given to MSME bidders.**

3. Original Manufacturer's Test certificate & Guarantee Certificate required along with dispatches.

4. Quantity variation +/-5% is acceptable.

5. Final inspection at CFFP, BHEL Haridwar.

6. Early delivery is acceptable.

**7. Conflict of Interest:** 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 received 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 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

a) 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

b) 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.

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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