

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687719179621

अनुबंध तिथि | Generated Date : 20-Feb-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/3971517](#)

अनुसूची नाम | Schedule Name: Schedule 2, Schedule 4, Schedule 3, Schedule 1

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
<p>प्रारूप Type : Central PSU</p> <p>मंत्रालय Ministry : Ministry of Heavy Industries and Public Enterprises</p> <p>विभाग Department : Department of Heavy Industry</p> <p>संगठन का नाम Organisation Name : Bharat Heavy Electricals Limited (BHEL)</p> <p>कार्यालय क्षेत्र Office Zone: 10140027-HPBP Trichy</p>	<p>पद Designation : MMPSSBUYER8</p> <p>संपर्क नंबर Contact No. : -</p> <p>ईमेल आईडी Email ID : buycon2209.bhelb.tn@gembuyer.in</p> <p>जीएसटीआईएन GSTIN : -</p> <p>पता Address : HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA., TIRUCHIRAPPALLI, TAMIL NADU-620014, India</p>

वित्तीय स्वीकृति विवरण Financial Approval Detail	भुगतान प्राधिकरण विवरण Paying Authority Details
<p>आईएफडी सहमति IFD Concurrence : No</p> <p>प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: Manager/MM/Services</p> <p>वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : NA</p>	<p>Role: PAO</p> <p>भुगतान का तरीका Payment Mode: BHEL</p> <p>पद Designation : PAYMENT AUTHORITY</p> <p>ईमेल आईडी Email ID : pao7.bhelb.tn@gembuyer.in</p> <p>जीएसटीआईएन GSTIN : -</p> <p>पता Address: HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA., Tiruchirappalli, TAMIL NADU-620014, India</p> <p>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)</p>

विक्रेता विवरण Seller Details
<p>जेम विक्रेता आईडी GeM Seller ID : 79E6190000735122</p> <p>कंपनी का नाम Company Name : SENSYNCR INSTRUMENTS PRIVATE LIMITED</p> <p>संपर्क नंबर Contact No. : 08608882575</p> <p>ईमेल आईडी Email ID : sathish@sensync.in</p> <p>पता Address : 1/149, SenSync Instruments Private Limited, Kamatchi Nagar, Mugalivakkam, Kanchipuram, TAMIL NADU-600116, -</p> <p>एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-TN-02-0077829</p> <p>एमएसई सामाजिक श्रेणी MSE Social Category : OBC</p> <p>एमएसई लिंग श्रेणी MSE Gender : Male</p> <p>जीएसटीआईएन GSTIN: 33ABACS8838E1ZB</p>

*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	<p>उत्पाद का नाम Product Name : CO GAS SENSOR</p> <p>ब्रांड Brand : Madur</p> <p>ब्रांड प्रकार Brand Type : Registered Brand</p> <p>कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM</p> <p>कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM</p> <p>श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : CO GAS SENSOR (Q3)</p> <p>मॉडल Model: CO SENOSR CITICEL MADUR</p> <p>एचएसएन कोड HSN Code: 9027</p>	5	pieces	26,980	NA	134,900
2	<p>उत्पाद का नाम Product Name : SO2 Sensor</p> <p>ब्रांड Brand : Citicel</p> <p>ब्रांड प्रकार Brand Type : Unbranded</p> <p>कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM</p> <p>कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM</p> <p>श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : SO2 Sensor (Q3)</p> <p>मॉडल Model: SSF/F</p>	3	pieces	32,072	NA	96,216

एचएसएन कोड HSN Code: 9027						
3	उत्पाद का नाम Product Name : NO GAS SENSOR ब्रांड Brand : Madur 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 : NO GAS SENSOR (Q3) मॉडल Model: NO 5 NF एचएसएन कोड HSN Code: 9027	5	pieces	25,489	NA	127,445
4	उत्पाद का नाम Product Name : Oxygen Sensor ब्रांड Brand : Madur 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 : Oxygen Sensor (Q3) मॉडल Model: O2_Madur एचएसएन कोड HSN Code: 9027	10	pieces	10,490	NA	104,900
कुल ऑर्डर मूल्य Total Order Value (in INR)						463,461
परेषिती विवरण Consignee Detail						
क्र.सं. S.No	परेषिती 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 : buycon1526.bhelb.tn@gembuyer.in संपर्क Contact : 0431-2577826- जीएसटीआईएन GSTIN : - पता Address : MATERIALS MANAGEMENT, IV FLOOR, BUILDING -24, HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI 14, TIRUCHIRAPPALLI, TAMIL NADU-620014, India	CO GAS SENSOR	-	5	20-Feb-2024	20-May-2024
		SO2 Sensor	-	3	20-Feb-2024	20-May-2024
		NO GAS SENSOR	-	5	20-Feb-2024	20-May-2024
		Oxygen Sensor	-	10	20-Feb-2024	20-May-2024
Product Specification for CO GAS SENSOR						
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/47/03/333/CatalogAttrs/SpecificationDocument/2023/9/30/2023_09_30_13_03_18_co_data_sheet_2023-09-30-13-03-19_ba24c5bf968e2604f122d531f07abf22.pdf				
खरीदार विशिष्टता दस्तावेज़ Buyer Specification Document:						
1. SpecificationDocument		mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/12258506/54/78/703/CatalogAttrs/SpecificationDocument/2023/9/15/buyer_specification_document_2023-09-15-15-27-07_57eeda6a6bb41a5e3f8822a4c7e75cad.pdf				
Product Specification for SO2 Sensor						
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/47/03/333/CatalogAttrs/SpecificationDocument/2023/9/30/2023_09_30_13_23_36_so2_data_sheet_2023-09-30-13-23-37_f8933d6c2c7ab0525aa3d525cdcc8ab1.pdf				
खरीदार विशिष्टता दस्तावेज़ Buyer Specification Document:						
1. SpecificationDocument		mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/12258506/54/78/703/CatalogAttrs/SpecificationDocument/2023/9/15/buyer_specification_document_2023-09-15-15-32-57_fc876f633c				

		d0c132d2517412d7a5a6e1.pdf
Product Specification for NO GAS SENSOR		
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/47/03/333/CatalogAttrs/SpecificationDocument/2023/9/30/2023_09_30_13_14_33_no_datasheet_2023-09-30-13-14-35_25f398984c1a5e3f39e0bcee13cf85dd.pdf	
खरीदार विशिष्टता दस्तावेज़ Buyer Specification Document:		
1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/12258506/54/78/703/CatalogAttrs/SpecificationDocument/2023/9/15/buyer_specification_document_2023-09-15-15-31-08_c63c47ce3035cc2cc1f064dbe663122c.pdf	
Product Specification for Oxygen Sensor		
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/47/03/333/CatalogAttrs/SpecificationDocument/2023/9/30/2023_09_30_12_40_47_o2_sensor_madur_2023-09-30-12-40-49_5d8b7aa5ffa48d1ead247b5a7f9bd257.pdf	
खरीदार विशिष्टता दस्तावेज़ Buyer Specification Document:		
1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/12258506/54/78/703/CatalogAttrs/SpecificationDocument/2023/9/15/buyer_specification_document_2023-09-15-15-24-34_6489a7b5deb041229dacfbf94900595f.pdf	
शुद्धिपत्र Corrigendum		
1. तक बढ़ाया गया Extended Upto : 2023-09-30 17:00:00		
ईपीबीजी विवरण ePBG Detail		
सलाहकार बैंक Advisory Bank :		NA
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):		NA
नियम और शर्तें Terms and Conditions		
<div>1. General Terms and Conditions-</div> <div>1.1 This contract is governed by the General Terms and Conditions, conditions stipulated to this Product/Service as provided in the Marketplace.</div> <div>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</div> <div>2. Buyer Added Bid Specific Terms and Conditions-</div> <div>2.1 <i>Generic</i></div> <div>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.</div> <div>2.2 <i>Generic</i></div> <div>Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address</div> <div>DY.MANAGER/STORES, WARD 16, BHARAT HEAVY ELECTRICALS LIMITED, TIRUVERUMBUR, TIRUCHIRAPALLI - 620014 TAMILNADU.</div>		

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

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

2.7 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.

2.8 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.

2.9 Scope of Supply:

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

2.10 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):

SELLER AT SELLER WORKS

Post Receipt Inspection at consignee site before acceptance of stores:

BHEL INSPECTION AFTER RECEIPT AT BHEL TRICHY STORES

2.11 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.

2.12 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

1. Buyer Added text based ATC clauses

(A) Benefits to MSE vendor:

1. Payment to MSE vendor will be as per the applicable provisions of MSMED Act.
 - a. For Micro and Small Enterprises, 100% payment will be released within forty-five (45) days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills.
2. For Medium Enterprises, 100% payment will be released within sixty (60) days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills.
3. MSME vendors have to submit Udyam registration certificate along with the bid.

(B) The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms / principal/agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com

(C) Risk Purchase Clause:

1. In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations including supply of whole or any part of the ordered items as per Contract / Agreement, BHEL has the right to terminate the contract and purchase from elsewhere, at the risk and cost of the defaulted supplier, either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated in the contract or if the same were not available, the best and nearest available substitute thereof. The supplier shall be liable for the additional expenditure/difference in Cost, if any, including consequential losses which BHEL may sustain by reason of risk purchase in addition to the applicable LD as per the Purchase order/contract.
2. The decision of BHEL with regard to the additional expenditure / difference in cost and consequential losses incurred by BHEL shall be final and binding on the supplier.
3. The amount recoverable under risk purchase shall be recovered from the defaulted supplier in all or any of the following manners:

- a. From dues available in the form of Bills payable to defaulted supplier, SD, BGs against the same contract.
- b. from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit.
- c. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.
- d. GST will be applicable to the amount recoverable under risk purchase clause.

(D) Set-off Clause: BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from the Security Deposit furnished by the Contractor under this Contract or any other contract.

(E) Fraud Prevention Policy: Bidder along with its associate /collaborators /sub-contractors /sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

(F) Cartel Formation: All the firms should desist from forming cartel as the practice is prohibited under Section 3(3) (a) & (d) of the Competition Act 2002. If any such instance is observed during this tender will attract disciplinary action as per BHEL policies.

(G) 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 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 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
- 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.

(H) Please submit the following documents along with the bid:

1. Compliance to the buyer technical specification document attached in this bid.
2. Compliance to all the points indicated in the above buyer added bid specific terms and conditions.
3. Supporting documents to be submitted for Pre-qualification criteria.

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.