

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687748083649

अनुबंध तिथि | Generated Date : 27-Feb-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4378691](#)

संगठन विवरण   Organisation Details		खरीदार विवरण   Buyer Details
प्रकृत्या   Type :	Central PSU	पद   Designation : ENGINEER
मंत्रालय   Ministry :	Ministry of Heavy Industries and Public Enterprises	संपर्क नंबर   Contact No. : 0510-2412372-2372
विभाग   Department :	Department of Heavy Industry	ईमेल आईडी   Email ID : buyer1313.bhelb.up@gembuyer.in
संगठन का नाम   Organisation Name :	Bharat Heavy Electricals Limited (BHEL)	जीएसटीआईएन   GSTIN : 09AACB4146P2ZC
कार्यालय क्षेत्र   Office Zone:	10330014-TP Jhansi	पता   Address : BHEL Khilar, JHANSI, UTTAR PRADESH-284120, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail		भुगतान प्राधिकरण विवरण   Paying Authority Details
आईएफडी सहमति   IFD Concurrence :	No	Role: PAO
प्रशासनिक अनुमोदन का पदनाम		भुगतान का तरीका   BHEL
Designation of Administrative Approval:	DY MGR	Payment Mode:
वित्तीय अनुमोदन का पदनाम	TRANSFORMER MATERIAL MANAGEMENT	पद   Designation : DY MANAGER
Designation of Financial Approval :		ईमेल आईडी   Email ID : pay12.bhelb.up@gembuyer.in
		जीएसटीआईएन   GSTIN : -
		पता   Address: BHEL Khilar, Jhansi, UTTAR PRADESH-284120, India
		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 :	1E22190000882924
कंपनी का नाम   Company Name :	ASCON Engineering Industries
संपर्क नंबर   Contact No. :	09216140378
ईमेल आईडी   Email ID :	ascon@asconengg.com
पता   Address :	PLOT No. D-97-98, D-87, E-4 & E-5, FOCAL POINT, RAJPURA, Patiala, PUNJAB-140401, -
एमआईआई स्थिति   MII Status :	True
एमएसएमई सत्यापिते   MSME verified :	Yes
एमएसएमई पंजीकरण संख्या   MSME Registration number :	UDYAM-PB-17-0006852
एमएसई सामाजिक श्रेणी   MSE Social Category :	General
एमएसई लिंग श्रेणी   MSE Gender :	Female
जीएसटीआईएन   GSTIN:	03AFFPM6718P1Z2

\*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 : COPPER LUG PIN TYPE SIZE 2.5 SQ. MM ब्रांड   Brand : ASCON 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 चतुर्भुजा   Category Name & Quadrant : COPPER LUG PIN TYPE SIZE 2.5 SQ. MM (Q3) मॉडल   Model: ACP-18 एचएसएन कोड   HSN Code: 85369090	5,000	pieces	1.41	जीएसटी   GST (18%) : 1,075.424 जीएसटी उपकर 1   GST Cess 1 (0%) : 0 जीएसटी उपकर 2   GST Cess 2 (0 per accounting unit) : 0 जीएसटी प्र इनपुट टैक्स क्रेडिट (आईटीसी)   Input Tax Credit (ITC) on GST1 (100%) : 1,075.424 जीएसटी उपकर पर आईटीसी 1   ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2   ITC on GST Cess 2 (0%) : 0	7,050
कुल ऑर्डर मूल्य   Total Order Value (in INR)						7,050

परेषिती विवरण   Consignee Detail					
					दिनांक के बाद तक करना है।

क्र.सं.   S.No	प्रेषिती   Consignee	वस्तु   Item	लॉट नंबर   Lot No.	मात्रा   Quantity	डिलीवरी शुरू करना है   Delivery Start After	Delivery To Be Completed By
1	पद   Designation :- ईमेल आईडी   Email ID : con776.bhelb.up@gembuyer.in संपर्क   Contact : 0510-2412612- जी-एसटीआईएन   GSTIN :- पता   Address : BHEL Khailar, JHANSI, UTTAR PRADESH-284120, India	COPPER LUG PIN TYPE SIZE 2.5 SQ. MM	1	5,000	27-Feb-2024	12-Apr-2024

#### Product Specification for COPPER LUG PIN TYPE SIZE 2.5 SQ. 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 1</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/67/44/062/CatalogAttrs/SpecificationDocument/2023/12/27/2023_12_27_13_43_38_specification_document_2023-12-27-13-43-39_097498354685abaac882e587061dae16.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/2927372/54/78/703/CatalogAttrs/SpecificationDocument/2023/12/21/2023_12_21_14_58-00_b1323832c0b34fcee3306b721785e1a2.pdf
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#### ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक   Advisory Bank :	NA
ईपीबीजी प्रतिशत (%)   ePBG Percentage(%):	NA

#### आरसीएम/एफसीएम के संबंध में सामान्य खंड | General Clauses w.r.t RCM/FCM

- Where ever RCM is applicable, for sellers (Regular GST registered seller who opted out of FCM as per notifications of GST like GTA , unregistered seller), Buyer have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this contract. Seller will invoice buyer with Zero GST and GST cess.
- For Registered sellers as per FCM, rates will be inclusive of prescribed rate of GST and GST cess. ITC available to buyer as shown in the bid document have been applied while evaluating the bids. Seller has liability of paying the GST and GST cess to the govt and same will be charged from buyer while invoice.
- For Registered sellers who opted for RCM while quoting for specified category under section 9(3) like GTA rates will be exclusive of GST and GST cess. GST and GST cess as indicated by the buyer in the bid document payment of GST and GST Cess will be the liability of buyer.
- For Unregistered sellers Liability of payment of GST and GST cess is in Buyers scope. GST and GST cess as indicated by the buyer in the bid document will be the liability of buyer . Unregistered seller will invoice buyer with zero GST and Zero GST cess.
- For sellers under Composition Scheme: There is no liability of payment of GST and GST cess in Buyers scope. Seller will invoice Zero GST and GST cess in the invoice to buyer.

#### नियम और शर्तें | Terms and Conditions

##### 1. General Terms and Conditions-

- This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 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

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

Manager Stores

BHEL

Jhansi

Khailar

PIN-284120

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###### 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**

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 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 SUPPLIER AT SUPPLIER'S WORKS / BY BHEL AT SUPPLIER'S WORK FOR BHOPAL BASED SUPPLIERS**

**Post Receipt Inspection at consignee site before acceptance of stores:**

**BY BHEL AT BHEL JHANSI WORKS**

**2.11 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.

**2.12 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.

**2.13 Buyer Added Bid Specific ATC:**

Buyer Added text based ATC clauses

**Bidder must submit duly filled and signed copy of following [documents](#):**

1. Annexure-II - Self-Certification for PQR with minimum 02 copies of PO and invoices as called in Annexure-I
2. Annexure-III - Techno-Commercial Bid for Enquiry
3. Annexure-IV - Declaration for Local Content

In absence of any of the above documents, your offer shall be liable for rejection.

-Style no. must be mentioned on each packing.

**2.14 Buyer Added Bid Specific ATC:**

Buyer uploaded ATC document [Click here to view the file](#).

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