अनुबंध|Contract



अनुबंध क्रमांक | Contract No: GEMC-511687711520610

अनुबंध तिथि | Generated Date: 04-Mar-2024

बोली/आरए/पीबीपी संख्या|Bid/RA/PBP No.: <u>GEM/2023/B/4098575</u>

अनुसूची नाम | Schedule Name: Schedule 3

संगठन विवरण|Organisation Details

प्ररूप|Type :

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: 10110009-HEEP, Haridwar खरीदार विवरण|Buyer Details

पद|Designation : MGR6PPXFAB संपर्क नंबर | Contact No. : 01334-750063-3968

ईमेल आईडी|Email ID : buyer1213.bhelb.ua@gembuyer.in

जीएसटीआईएन|GSTIN: 05aaacb4146p1zl

BHEL, HEEP, Main Admin Building, 4th Floor, Haridwar, पता|Address :

HARIDWAR, UTTARAKHAND-249403, India

वित्तीय स्वीकृति विवरण|Financial Approval Detail

आईएफडी सहमति|IFD Concurrence :

प्रशासनिक अनुमोदन का पदनाम| MANAGER

Designation of Administrative Approval: वित्तीय अनुमोदन का पदनाम|

Designation of Financial Approval:

भुगतान प्राधिकरण विवरण|Paying Authority Details Role: PAO

भगतान का तरीका। Payment Mode: पद|Designation : Dymgr Fin

ईमेल आईडी|Email ID : pay31.bhelb.ua@gembuyer.in

जीएसटीआईएन|GSTIN :

BHEL, HEEP, Main Admin Building, 4th Floor, Haridwar, पता|Address:

Haridwar, UTTARAKHAND-249403, India

Payments shall be made to the seller within 90 days of issue

Timelines:

भुगतान समयसीमा|Payment 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)

विक्रैता विवरण|Seller Details

जेम विक्रैता आईडी|GeM Seller ID : 283C180000691213 कंपनी का नाम|Company Name : ALTOP INDUSTRIES LTD

संपर्क नंबर|Contact No.: 09824042271

ईमेल आईडी | Email ID : marketing@altopindustries.com

392,GIDC INDUSTRIAL ESTMAKARPURA VADODAR, पता| Address :

Vadodara, GUJARAT-390010, -एमआईआई स्थिति| MII Status :

एमएसएमई सत्यापित|MSME verified : Yes

एमएसएमई पंजीकरण संख्या|MSME Registration number : UDYAM-GJ-24-0005095

एमएसई सामाजिक श्रेणी|MSE Social Category : General एमएसई लिग श्रेणी|MSE Gender : Male

जीएसटीआईएन|GSTIN: 24AABCA9387N1Z4

*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-W97757018056 THERMOMETER- INERT GAS ACTUATED M 20X1.5- TYPE-B SPEC- HE57018 REV- 02 SIZE- 0 TO 80 DEG C DIM RANGE sis Brand: ALTOP sis 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 अभी का नाम और चतुर्थाश Category Name & Quadrant: BOQ (Q3) मॉडल Model: ATG-1001-B एचएसएन कोड HSN Code: 90251190	4	NO	2,000	जीएसटी GST (18%): 1,220.339 जीएसटी उपकर 1 GST Cess 1 (0%): 0 जीएसटी उपकर 2 GST Cess 2 (0 per accounting unit): 0 जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी) Input Tax Credit (ITC) on GSTI (100%): 1,220.339 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (0%): 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (0%): 0	8,000		
कुल	कुल ऑर्डर मूल्य Total Order Value (in INR)							

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 : con786.bhelb.ua@gembuyer.in संपर्क Contact : 01334-991520-4947 जीएसटीआईएन GSTIN : - पता Address : Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand, HARIDWAR, UTTARAKHAND-249403, India	3-W97757018056 THERMOMETER- INERT GAS ACTUATED M 20X1.5- TYPE-B SPEC- HE57018 REV- 02 SIZE- 0 TO 80 DEG C DIM RANGE	-	4	04-Mar-2024	02-Jul-2024

विनिर्देश|Specification1

विशिष्टता दस्तावेज़|Specification Document

क्रेता बीओक्यू दस्तावेज़ | Buyer BOQ Document

बीओक्यु विशिष्टता और सहायक दस्तावेज़ का अनुपालन|Compliance of BOQ Specification And Supporting Document

टिप्पणी Note:: Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

হিম্মণী Note:: Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

शुद्धिपत्र|Corrigendum

1. तक बढ़ाया गया|Extended Upto: 2023-11-10 14:00:00

ईपीबीजी विवरण | ePBG Detail

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

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

- 1. 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.
- 2. 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.
- 3. 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.
- 4. 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.
- 5. For sellers under Composition Scheme: There is no liability of payment of GST and GST cess in Buyers cope. Seller will invoice Zero GST and GST cess in the invoice to buyer.

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

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 %.

2.2 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.

2.3 Generio

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.

2.4 Scope of Supply:

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

2.5 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.

2.6 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.

2.7 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

- 1. Enquiry items against Line item serial no. 1, 2, 8 & 9 are to be procured from Custome r Approved vendors only. In case, offers received from vendors who are not approved by Customer, they have to submit the desired credential with following details-
 - Organization chart
 - Manufacturing facility
 - Testing facility
 - Supply Experience list
 - End User Certificate
 - Quality Certifications (Such as ISO 9001:2015 etc.)
 - Product catalogue (If Available)
 - List of raw material and BOI item suppliers
 - Any other information (If any).

Same will be forwarded to Customer for further approval. Offers of those vendors will be considered for price bid opening/RA only if it is approved by Customer by that tim e.

- 2. Type Test is not required for enquiry items.
- 3. Delivery mentioned above is indicative, bidders to quote their best possible delivery sc hedule.
- 4. EMD is not required for this procurement.
- 5. Benefits of MSE (such as EMD Waiver, Tender fee exemption, Price preference, Payme nt preference etc.) will be given only to those MSE Vendors who are manufacturers of offered items against the NIT. No MSE benefits shall be provided to Agents / Stockiest / Dealers / Traders etc. for the items offered but not manufactured by themselves.

Risk Purchase: In case of abnormal delays (beyond the maximum late delivery period as p er LD clause) in supplies / defective supplies or nonfulfillment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part thereof, a nd 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 al ternate 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 prejudic e to any other right of BHEL under the contract or under General Law.

Action against Bidders / vendor / supplier / contractor in case of default: In order to protect the commercial interests of BHEL, BHEL shall take action against s upplies / contractors by way of suspension of business dealings, who either fail to per form or are in default without any reasonable cause, cause loss of business/ money/ r eputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct o r formation of cartels so as to influence the bidding process or influence the price etc

Suspension of Business Dealings could be in the form of "Hold" or "Banning" a suppli er/ contractor or a bidder and shall be as per "Guidelines for Suspension of Business Dealings with Suppliers/ Contractors" available at BHEL's website "https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors"

Payment Terms:

100% payment along with taxes, freight & insurance will be made after receipt and acc eptance of material as per below:

a) Micro & Small Enterprises (MSEs) <=45 days

- b) Medium Enterprises <=60 days
- c) Non MSME <=90 days

subject to submission of non-discrepant documents as per terms and conditions of Ge M contract.

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 bidd er 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
- they receive or have received any direct or indirect subsidy/ financial stake fro m 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 partie s, 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 principa I manufacturers, one agent cannot represent two manufacturers or quote on the ir 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 princip al manufacturer directly or through one Indian agent on his behalf; and 2. India n/foreign agent on behalf of only one principal, or
- g) A Bidder or any of its affiliates participated as a consultant in the preparation o f 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 manufacturi ng units, or more than one unit having common business ownership/manageme nt, only one unit should quote. Similar restrictions would apply to closely relate d sister companies. Bidders must proactively declare such sister/ common busin ess/ management units in same/ similar line of business.

Guarantee Certificate:

Goods shall comply with the specifications for material, workmanship and performance. Unless otherwise specified, the warranty shall be for a period of 18 months from the date of receipt.

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिट 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.