

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687705909652

अनुबंध तिथि | Generated Date : 04-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4413940](#)

संगठन विवरण Organisation Details		खरीदार विवरण Buyer Details				
प्ररूप Type :	Central PSU	पद Designation :	352DM05			
मंत्रालय Ministry :	Ministry of Heavy Industries and Public Enterprises	संपर्क नंबर Contact No. :	0755-2505615-			
विभाग Department :	Department of Heavy Industry	ईमेल आईडी Email ID :	buyer1429.bhelb.mp@gembuyer.in			
संगठन का नाम Organisation Name :	Bharat Heavy Electricals Limited (BHEL)	जीएसटीआईएन GSTIN :	-			
कार्यालय क्षेत्र Office Zone:	HEP Bhopal	पता Address :	BHARAT HEAVY ELECTRICAL LTD, PIPLANI, BHOPAL, MADHYA PRADESH-462022, India			
वित्तीय स्वीकृति विवरण Financial Approval Detail		भुगतान प्राधिकरण विवरण Paying Authority Details				
आईएफडी सहमति IFD Concurrence :	No	Role:	PAO			
प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval:	SR MANAGER	भुगतान का तरीका Payment Mode:	BHEL			
वित्तीय अनुमोदन का पदनाम Designation of Financial Approval :	Manager	पद Designation :	DGM			
		ईमेल आईडी Email ID :	pao107.bhelb.mp@gembuyer.in			
		जीएसटीआईएन GSTIN :	23AAACB4146P1ZN			
		पता Address:	BHARAT HEAVY ELECTRICAL LTD, PIPLANI, Bhopal, MADHYA PRADESH-462022, India			
		भुगतान समयसीमा Payment Timelines:	Payments shall be made to the seller within 45 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 :	3B72200001347044					
कंपनी का नाम Company Name :	MARUTI METAL INDUSTRIES					
संपर्क नंबर Contact No. :	09930998723					
ईमेल आईडी Email ID :	maruti.nitin05@gmail.com					
पता Address :	SHOP NO 9,KHEMRAJ BHAVAN,7TH KHETWADI BACK ROAD,GRAND ROAD, Mumbai, MAHARASHTRA-400004, -					
एमएसएमई पंजीकरण संख्या MSME Registration number :	-					
जीएसटीआईएन GSTIN:	27AAEPJ4994Q1ZU					
*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 : C S SEAMLESS PIPE 40NB SCH 40 ब्रांड Brand : NA ब्रांड 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 श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : C S SEAMLESS PIPE 40NB SCH 40 (Q3) मॉडल Model: MM28 एचएसएन कोड HSN Code: HSN not specified by seller	2,150	meter	410	NA	881,500
2	उत्पाद का नाम Product Name : C S SEAMLESS PIPE 40NB SCH 80 ब्रांड Brand : NA ब्रांड 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 श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : C S SEAMLESS PIPE 40NB SCH 80 (Q3) मॉडल Model: MM29 एचएसएन कोड HSN Code: HSN not specified by seller	375	meter	560	NA	210,000
3	उत्पाद का नाम Product Name : CARBON STEEL SEAMLESS PIPE 20NB SCH 40 ब्रांड Brand : NA ब्रांड 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 श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : CARBON STEEL SEAMLESS PIPE 20NB	115	meter	205	NA	23,575

SCH 40 (Q3) मॉडल Model: MM30 एचएसएन कोड HSN Code: HSN not specified by seller						
कुल ऑर्डर मूल्य Total Order Value (in INR)						1,115,075
परोक्षिती विवरण Consignee Detail						
क्र.सं. S.No	परोक्षिती 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 : con755.bhelb.up@gembuyer.in संपर्क Contact : 0755-2503235- जीएसटीआईएन GSTIN :- पता Address : Sr. Executive Engineer / Construction & Monitoring 206 MW Shahpurkandi Hydro Electric Project. Shahpurkandi , Distt. Pathankot (Punjab), Pathankot, PUNJAB-145001, India	C S SEAMLESS PIPE 40NB SCH 40	-	2,150	04-Mar-2024	02-Jul-2024
		C S SEAMLESS PIPE 40NB SCH 80	-	375	04-Mar-2024	02-Jul-2024
		CARBON STEEL SEAMLESS PIPE 20NB SCH 40	-	115	04-Mar-2024	02-Jul-2024
Product Specification for C S SEAMLESS PIPE 40NB SCH 40						
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/80/54/488/CatalogAttrs/SpecificationDocument/2024/1/9/2024_01_09_19_54_49_catalogue_2024-01-09-19-54-54_27873dccb5de151ed73b20ec2ed8e9fa.pdf				
खरीदार विशिष्टता दस्तावेज़ Buyer Specification Document:						
1. SpecificationDocument		mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/3987180/54/78/703/CatalogAttrs/SpecificationDocument/2023/12/30/e_document_2023-12-30-09-33-32_c19f5e82124d51acad78f22ecb6ad9ab.pdf				
Product Specification for C S SEAMLESS PIPE 40NB SCH 80						
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/80/54/488/CatalogAttrs/SpecificationDocument/2024/1/9/2024_01_09_19_58_09_catalogue_2024-01-09-19-58-11_078b1baddef0dc86561ffb4737ca278c.pdf				
खरीदार विशिष्टता दस्तावेज़ Buyer Specification Document:						
1. SpecificationDocument		mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/3987180/54/78/703/CatalogAttrs/SpecificationDocument/2023/12/30/e_document_2023-12-30-09-36-28_e16b276129dace1a4d9ac0d2a8c9d679.pdf				
Product Specification for CARBON STEEL SEAMLESS PIPE 20NB SCH 40						
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/80/54/488/CatalogAttrs/SpecificationDocument/2024/1/9/2024_01_09_20_01_41_catalogue_2024-01-09-20-01-44_405d5c546a2e73948f465e6910de71bf.pdf				

खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

1. [SpecificationDocument](#)

mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/3987180/54/78/703/CatalogAttrs/SpecificationDocument/2023/12/30/e_document_2023-12-30-09-38-42_9ea51152628861d0fac75e068e33ae54.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.r.o. Items		
1	Specification, QAP , MII Format View	Please read and submit with seal and sign. MII certificate must be filled completely. Incomplete Partial filled document not accepted and offer may rejected.	C S SEAMLESS PIPE 40NB SCH 40(2150)	C S SEAMLESS PIPE 40NB SCH 80(375)	CARBON STEEL SEAMLESS PIPE 20NB SCH 40(115)
2	Conflict Annexure is applicable for this Gem bid View	Conflict Annexure is applicable for this Gem bid	C S SEAMLESS PIPE 40NB SCH 40(2150)	C S SEAMLESS PIPE 40NB SCH 80(375)	CARBON STEEL SEAMLESS PIPE 20NB SCH 40(115)

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 Generic

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

2.5 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.

2.6 Scope of Supply.

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

2.7 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 100% of total value.

2.8 Purchase Preference (Centre):

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated

17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

2.9 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):

TUV/INTERTEK/BHEL/CUSTOMER

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

2.10 Inspection:

Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER): Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer 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 clearance in pre-dispatch inspection. 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 regularised without Liquidated Damages.

When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

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 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.

2.13 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.

2.14 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

1. *Material to be deliver at BHEL Project Site Shahpurkandi, Pathankot, Punjab. Receipted LR Copy must be submitted by the supplier for smooth bill processing.*
2. *Qty Tolerance shall be +1 Random length for each item.*
3. *Prices must be submitted inclusive of freight & insurance and GST as per GeM provision.*
4. *Delivery period asked shall be maximum delivery of all items. However early delivery shall be acceptable.*
5. *Inspection shall be carried out by BHEL appointed TPJA or BHEL and Customer*
6. *Make In India certificate must be submitted as per attached format*
7. *Payment Terms: 100% of supply payment within 90 days from the date of receipt & acceptance (CRAC) of material. 45 days in case of MSE vendor who apply MSE be nefit through GeM Portal with proper documents only. Agents and trading enterprises are not covered under the definition of MSES and should not be allowed any b enefits under public procurement policy. Public procurement policy is meant for procurement of goods produced and services rendered by MSE and not meant for t rading activity by them.*
8. *Please note that deviation in commercial terms is not allowed and acceptable. All conditions delivery, payment etc shall be as per GeM enquiry and GeM GTC only.*

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.