

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687723154291

अनुबंध तिथि | Generated Date : 16-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4353059](#)

संगठन विवरण   Organisation Details		खरीदार विवरण   Buyer Details	
प्ररूप   Type :	Central PSU	पद   Designation :	Sr Engr Central
मंत्रालय   Ministry :	Ministry of Heavy Industries and Public Enterprises	संपर्क नंबर   Contact No. :	01334-284009-4009
विभाग   Department :	Department of Heavy Industry	ईमेल आईडी   Email ID :	buyer40.bhelb.ua@gembuyer.in
संगठन का नाम   Organisation Name :	Bharat Heavy Electricals Limited (BHEL)	जीएसटीआईएन   GSTIN :	05AAACB4146P1ZL
कार्यालय क्षेत्र   Office Zone:	10110009-HEEP, Haridwar	पता   Address :	BHEL, HEEP, Main Admin Building, 4th Floor, 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	DY.Manager	भुगतान का तरीका	BHEL
Designation of Administrative Approval:		Payment Mode:	
वित्तीय अनुमोदन का पदनाम	Not required	पद   Designation :	Dymgr Fin
Designation of Financial Approval :		ईमेल आईडी   Email ID :	pay31.bhelb.ua@gembuyer.in
		जीएसटीआईएन   GSTIN :	-
		पता   Address:	BHEL, HEEP, Main Admin Building, 4th Floor, Haridwar, Haridwar, UTTARAKHAND-249403, India
		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 :	A600180000509353
कंपनी का नाम   Company Name :	Paramhans enterprises
संपर्क नंबर   Contact No. :	09754785757
ईमेल आईडी   Email ID :	phedsc@gmail.com
पता   Address :	third floor shop no 210,M S 1 B PODDAR PLAZA HTL UNIT NO 2,MSB 210 New Siyaganj, Pathar Godam Road,NEW SIYAGANJ, Indore, MADHYA PRADESH-452007, -
एमएसएमई सत्यापिता   MSME verified :	No
एमएसएमई पंजीकरण संख्या   MSME Registration number :	UDYAM-MP-23-0017793
एमएसई सामाजिक श्रेणी   MSE Social Category :	General
एमएसई लिंग श्रेणी   MSE Gender :	Male
जीएसटीआईएन   GSTIN:	23BUUPK1940C1ZS

\*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 शुक्र और कर सहित)   Price (Inclusive of all Duties and Taxes in INR)
1	उत्पाद का नाम   Product Name : ProDigiSign--PROFESSIONAL DIGISIGN PRIVATE LIMITED Signature and Encryption Digital Signature Certificate ब्रांड   Brand : ProDigiSign--PROFESSIONAL DIGISIGN PRIVATE LIMITED ब्रांड प्रकार   Brand Type : Unregistered Brand कैटलॉग की स्थिति   Catalogue Status: OEM verified catalogue कैसे बेचा जा रहा है   Selling As : OEM verified Reseller श्रेणी का नाम और चतुर्भासा   Category Name & Quadrant : digital signature certificate (Q2) मॉडल   Model: ProDigiSign- Sign & Encrypt-Class 3 - 2 years एचएसएन कोड   HSN Code: HSN not specified by seller	200	pieces	470	जीएसटी   GST (18%) : 14,338.983 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%) : 14,338.983 जीएसटी उपकर पर आईटीसी 1   ITC on GST Cess 1 (100%) : 0 जीएसटी उपकर पर आईटीसी 2   ITC on GST Cess 2 (100%) : 0	94,000
कुल ऑर्डर मूल्य   Total Order Value (in INR)						94,000

परेषिती विवरण | Consignee Detail

			लॉट नंबर	दिनांक के बाद डिलीवरी शुरू	वितरण पूरा कब तक करना है   Delivery To

क्र.सं। S.No	परेष्टी। Consignee	वस्तु। Item	Lot No.	मात्रा। Quantity	करना है। Delivery Start After	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	ProDigiSign-- PROFESSIONAL DIGISIGN PRIVATE LIMITED Signature and Encryption Digital Signature Certificate	1	200	21-Mar-2024	05-Apr-2026

#### Product Specification for ProDigiSign--PROFESSIONAL DIGISIGN PRIVATE LIMITED Signature and Encryption Digital Signature Certificate

विवरण। Specification	उप-विवरण। Sub-Spec	मूल्य। Value
Specification	Certificate type	Signature and Encryption
	Class	Class 3
	Validity (Year)	2
	Certificate Encryption	SHA 2
	Data encryption bits as per latest procedure of CCA (Bits)	2048
	USB Crypto Token (FIPS certified as per IT act)	Yes
	Type of USB Crypto Token	Auto Run with Built in Drivers
	Replacement Warranty of USB Crypto Token including remote places (Year)	NO
	One time registration for e-sign	Yes
	Authentication acceptable method	Paperless ( Aadhaar + OTP) / (Biometric/IRIS)
	Acceptance of user verification through the authorized signatory of the concern Govt Office	Yes
	Interoperability Guidelines from CCA which shall be governed by the IT Act of 2000, regarding use of Certificate	Yes
	Helpline facility to be made available during office hours (9 AM to 6 PM) for no extra charges	Yes
	E-mail id for communication	info@prodigisign.com

#### खरीदार परिभाषित अतिरिक्त विशेषता के लिए। Buyer Defined Additional Specification for ProDigiSign--PROFESSIONAL DIGISIGN PRIVATE LIMITED Signature and Encryption Digital Signature Certificate

विवरण। Specification	मूल्य। Value
CONTRACT PERIOD	CONTRACT IS TO MADE FOR THE TWO YEARS FOR DSC SUPPLY AND ACTUAL DELIVERY OF DSC SHOULD BE AS PER INTIMATION GIVEN BY BEL TIME TO TIME
Authentication acceptable method	Authentication acceptable method : Paperless ( Aadhaar + OTP) ONLY

#### 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-

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 Buyer Added Bid Specific ATC:

### Buyer Added text based ATC clauses

### **SPECIAL INSTRUCTION :-**

## CONTRACT IS TO BE MADE FOR THE TWO YEAR FOR DSC SUPPLY

AND ACTUAL DELIVERY OF DSC SHOULD BE AS PER INTIMATION GIVEN BY BHEL TIME TO TIME..

Authentication acceptable method : Paperless (Aadhaar + OTP)

#### TECHNICAL AND COMMERCIAL SPECIFICATION :-

1. The digital certificates would be RCAI Class 3 (Signing & Encryption) with Organisation name, conforming to the latest IT act and latest Interoperability Guidelines issued by CCA.
2. The Digital Certificates supplied shall have validity of Two years.
3. The USB e-Tokens (Hardware) will meet the latest standards of technology and the best of the features available are complied.
4. Supply of Digital Signatures with support for signing of forms and documents and Encryption, shall conform to the latest standards.
5. Encryption Standard — Asymmetric cryptosystem SHA-2 and 2048 bit RSA Key.
6. Certificate/e Token is to be issued to BHEL employees as per the regulations by CCA.

**Warranty :-**

During the validity of the DSC (2 years).

1. If the Signing and/or Encryption certificate(s) are/is corrupt, the Signing & Encryption certificates have to be reloaded in the DSC device free of cost.
2. If the physical device (dongle) becomes unusable, the DSC certificates have to be reloaded in a new dongle at free of cost.

#### QUALIFYING CRITERIA FOR THE CONTRACT:

SI. No.	CATEGORY DETAILS	DETAILS (tick Ö wherever required)
1	The Bidder/Vendor submitting the offer should be an authorized distributor of Certifying Authority recognized by CCA.	( ) Enclosed
	Documentary proof towards the same, duly notarized, shall be enclosed	( ) Not Enclosed
	Income Tax PAN Card Number	( ) Enclosed
2	Ø Proprietorship - PAN card on owner Name	( ) Not Enclosed
	Ø For others - PAN card in the name of Company / Firm / Business	( ) Not Enclosed
	(Self-attested copy of PAN card to be enclosed)	
3.	The bidder is NOT involved in any bankruptcy Issues.	( ) Confirmed
4.	The bidder should not be under Hold or Blacklist by any of BHEL units as on bid opening date.	( ) Confirmed
5	Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions. Once quoted, the Bidder shall not make any subsequent price change, even if any deviation or exception may be specifically stated in the bid.	( ) Signed
	No Deviation Certificate on bidder's letter head.	( ) Not Signed
	( ) Enclosed	

## INSTRUCTIONS

(A) PLEASE PROVIDE THE SIGNED AND STAMPED COPY OF ALL THE PAGES OF BID DOCUMENT AS ACCEPTANCE OF ALL THE CLAUSES OF BID DOCUMENT (INCLUDING BID DETAILS, ADDITIONAL SPECIFICATION PARAMETERS & BUYER ADDED BID SPECIFIC ATC).

(B) Please refer GeM GTC 4.0 (version 1.8) clause no f. The participation by the seller in e-bidding shall be construed as his/her acceptance for all the terms and conditions as outlined in the e-bidding including GTC, STC and ATC. "Evaluation of the bidder's offer will also be done in consideration of this clause.

(C) Signed and stamped copy of attached BHEL specification i.e. "bid Requirement / Allowed Values" sheet as acceptance of BHEL specification.

(D) Copy of PAN & Copy of GSTIN.

(E) The tender (GEM bid document) will also be hosted / notified on the web site of BHEL – Haridwar and BHEL website for wide publicity and maximizing the participation. However, corrigendum if any, will be done only on GeM portal.

### **(F) Risk Purchase:**

**In case of abnormal delays (beyond the maximum late delivery period as per LD clause) in supplies / defective supplies or non-fulfillment 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**

### **Action against Bidders / vendor / supplier / contractor in case of default:**

**In order to protect the commercial interests of BHEL, BHEL shall take action against supplies / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or 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 supplier/ 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>**

(G)

### **BHEL Payment Terms:**

Type of Bidder	Payment Terms (Number of days)
Micro & Small Enterprises (MSEs)	45 days
Medium Enterprises	60 days

Non MSME	90 days
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**Subject: Conflict of Interest among Bidders / Agents**

**“ 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 case 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**

**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.”**

#### **2.3 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 %.

#### **2.4 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.

#### **2.5 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.

#### **2.6 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 25% of total value.

#### **2.8 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):

NOT APPLICABLE

Post Receipt Inspection at consignee site before acceptance of stores:

BHEL HEEP STORE

#### **2.9 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.

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