

## 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  Designation of Administrative Approval:		DY.Manager		भुगतान का तरीका  Payment Mode:		BHEL	
वित्तीय अनुमोदन का पदनाम  Designation of Financial Approval :		Not required		पद  Designation :		Dymgr Fin	
				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	
						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)	
				भुगतान समयसीमा  Payment Timelines:			
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, Pathhar Godam Road,NEW SIYAGANJ, Indore, MADHYA PRADESH-452007, -					
एमएसएमई सत्यापित  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 शुल्क 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 चतुर्थांश  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	
परोक्षी विवरण  Consignee Detail							
				लॉट नंबर		दिनांक के बाद डिलीवरी शुरू	वितरण पूरा कब तक करना है  Delivery To

क्र.सं.   S.No	प्रेषित   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						
विनिर्देश   Specification		उप-विनिर्देश   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 विशिष्टता के लिए   Buyer Defined Additional Specification for ProDigiSign--PROFESSIONAL DIGISIGN PRIVATE LIMITED Signature and Encryption Digital Signature Certificate						
विनिर्देश   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 BHEL 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						
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*

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 :**

Sl. No.	CATEGORY DETAILS	DETAILS (tick <input type="radio"/> wherever required)
1	The Bidder/Vendor submitting the offer should be an authorized distributor of Certifying Authority recognized by CCA. Documentary proof towards the same, duly notarized, shall be enclosed	( <input type="radio"/> ) Enclosed ( <input type="radio"/> ) Not Enclosed
	Income Tax PAN Card Number	( <input type="radio"/> ) Enclosed
	<input type="checkbox"/> Proprietorship - PAN card on owner Name	( <input type="radio"/> ) Not Enclosed
2	<input type="checkbox"/> For others - PAN card in the name of Company / Firm / Business  (Self-attested copy of PAN card to be enclosed)	
3.	The bidder is NOT involved in any bankruptcy Issues.	( <input type="radio"/> ) Confirmed
4.	The bidder should not be under Hold or Blacklist by any of BHEL units as on bid opening date.	( <input type="radio"/> ) 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.	( <input type="radio"/> ) Signed
	No Deviation Certificate on bidder's letter head.	( <input type="radio"/> ) Not Signed ( <input type="radio"/> ) 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) Signee 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 website 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

**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 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.