

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687742454531

अनुबंध तिथि | Generated Date : 18-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4222382](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्रकार Type : Central PSU 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: Boiler Auxiliaries Plant Ranipet	पद Designation : Asst Engineer Fans संपर्क नंबर Contact No. : 04172-284326- ईमेल आईडी Email ID : buyer1304.bhelb.tn@gembuyer.in जीएसटीआईएन GSTIN : - पता Address : INDIRA GANDHI COMPLEX, VELLORE, TAMIL NADU-632406, India

वित्तीय स्वीकृति विवरण Financial Approval Detail	भुगतान प्राधिकरण विवरण Paying Authority Details
आईएफडी सहमति IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: AGM / PURCHASE वित्तीय अनुमोदन का पदनाम Designation of Financial Approval: DGM / FINANCE	Role: PAO भुगतान का तरीका Payment Mode: BHEL पद Designation : D haribabu ईमेल आईडी Email ID : pao25.bhelb.tn@gembuyer.in जीएसटीआईएन GSTIN : - पता Address: INDIRA GANDHI INDUSTRIAL COMPLEX BOILER AUXILIARIES PLANT RANIPET, Vellore, TAMIL NADU-632406, 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 : DL65210003755037 कंपनी का नाम Company Name : RED EARTH STEELS PRIVATE LIMITED संपर्क नंबर Contact No. : 09773441022 ईमेल आईडी Email ID : reearthsteels@yahoo.com पता Address : 1B, FLOOR GROUND,,SIDDHI APARTMENT,10TH KHETWADI BACK ROAD,GRANT ROAD, Mumbai, MAHARASHTRA-400004, - एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-MH-19-0082064 एमएसई सामाजिक श्रेणी MSE Social Category : General एमएसई लिंग श्रेणी MSE Gender : Female जीएसटीआईएन GSTIN: 27AAACR1413M1ZH	

*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Buyer

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 : HEXAGONAL SCREW M10 X 70 ब्रांड Brand : REDEARH SEEL 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 : HEXAGONAL SCREW M10 X 70 (Q3) मॉडल Model: M10 X 70 एचएसएन कोड HSN Code: HSN not specified by seller	24,810	pieces	586	NA	14,538,660
2	उत्पाद का नाम Product Name : HEXAGONAL SCREW M16 X 100 ब्रांड Brand : Redearthsteels 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 : HEXAGONAL SCREW M16 X 100 (Q3) मॉडल Model: M16 X 100 एचएसएन कोड HSN Code: HSN not specified by seller	1,650	pieces	1,877.8	NA	3,098,370
कुल ऑर्डर मूल्य Total Order Value (in INR)						17,637,030

परोषिती विवरण | Consignee Detail

क्र.सं. S.No	परोषिती 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 : con247.bhelb.tn@gembuyer.in संपर्क Contact : 04172-284546- जीएसटीआईएन GSTIN :- पता Address : INDIRA GANDHI INDUSTRIAL COMPLEX BOILER AUXILIARIES PLANT RANIPET, VELLORE, TAMIL NADU-632406, India	HEXAGONAL SCREW M10 X 70	-	24,810	18-Mar-2024	16-Jul-2024
		HEXAGONAL SCREW M16 X 100	-	1,650	18-Mar-2024	16-Jul-2024

Product Specification for HEXAGONAL SCREW M10 X 70

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/06/76/572/CatalogAttrs/SpecificationDocument/2023/12/5/2023_12_05_19_13_33_boq_2023-12-05-19-13-36_9b693060851a74bea8a9725cf33f471b.pdf
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खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/2342735/54/78/703/CatalogAttrs/SpecificationDocument/2023/11/17/spec_fwqs012_rev_02_2023-11-17-15-15-17_a90ad3d6bd33c6a5d09ac4a79fbb4830.pdf
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Product Specification for HEXAGONAL SCREW M16 X 100

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/06/76/572/CatalogAttrs/SpecificationDocument/2023/12/5/2023_12_05_19_24_20_boq_2023-12-05-19-24-22_ac8f4a1c4312f1413b2f12624bd213e1.pdf
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खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/2342735/54/78/703/CatalogAttrs/SpecificationDocument/2023/11/17/spec_fwqs012_rev_02_2023-11-17-15-21-27_278bfe2c2309212031af2c8905c6b9fe.pdf
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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.ro. Items
1	tender spec View	spec	1 No Hex Screw M10X70+ 2 Nos Of Nut M10+ 2 Nos Of Round Washer M10Xt2 As Per BHEL Spec FWQS012(82700)
2	tender docs View	tender docs	1 No Hex Screw M10X70+ 2 Nos Of Nut M10+ 2 Nos Of Round Washer M10Xt2 As Per BHEL Spec FWQS012(82700)

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 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 BHEL at vendor works

Post Receipt Inspection at consignee site before acceptance of stores:

by BHEL at BHEL stores

2.2 Forms of EMD and PBG:

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

BHARAT HEAVY ELECTRICALS LIMITED

Account No.

10664849171

IFSC Code

SBIN0007013

Bank Name

STATE BANK OF INDIA

Branch address

STATE BANK OF INDIA BHEL PROJECT BRANCH MUKUNDARAYA PURAM BHEL TOWNSHIP RANIPET-632406

. Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

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 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.

2.5 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 %.

2.6 Generic:

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#).

2.7 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.

2.8 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

1) Specification: Fasteners shall be as per BHEL Specification No. FWQS012 Rev 02 dt 21-09-2023.

2) Evaluation of offer:

i) Evaluation of offer will be on TOTAL VALUE WISE EVALUATION for arriving L-1.

ii) Bidder to offer Supply of all the items as per the set requirement and quantity requirement as indicated in S No 1 and 2 above and only such offers shall be considered for evaluation for this tender. Partial offer by bidder w.r.t item SI No. 1 & 2 will not be considered and such offers will be rejected summarily.

3) Bid Security [also known as Earnest Money Deposit (EMD)] is to be submitted by the bidders along with their bids for consideration of bids for evaluation (except Micro and Small Enterprises (MSEs) or Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)).

EMD value applicable in this tender: Rs 6.0 Lakhs.

Modes of deposit of EMD

a) The EMD may be accepted only in the following forms:

- (i) Electronic Fund Transfer credited in BHEL account (before tender opening).
- (ii) Banker's cheque/ Pay order/ Demand draft, in favor of BHEL (along with offer).
- (iii) Fixed Deposit Receipt (FDR).
- (iv) Bank Guarantee from any of the Scheduled Banks.

(v) Insurance Surety Bonds

4) Delivery: Delivery required is within 120 days from the date of PO at Stores- BHEL Ranipet, Tamil Nadu- 632406.

5) Payment Term:

a) For Micro/Small Enterprises- 100% payment will be made within 45 days from the date of receipt and acceptance of materials at BHEL Stores /Site.

b) For Medium Enterprises: 100% payment will be made within 60 days from the date of receipt and acceptance of materials at BHEL Stores /Site.

c) For Non-MSME- 100% payment will be made within 90 days from the date of receipt and acceptance of materials at BHEL Stores /Site.

6) Other T&C:

(i) Offers received from bidders meeting the Pre-Qualification Requirements (PQR) shall only be considered. Bidder should submit/Upload the supporting documents called for in the (Pre-Qualification Requirement (PQR). Incomplete bids are liable to be rejected.

(ii) Manufacturer Quality Plan (MQP) is applicable. Bidder to submit signed & sealed copy of quality plan format and dully filled Annexure-Q as an acceptance. L-1 vendor has to submit MQP for BHEL approval after placement of PO.

(iii) Inspection is applicable at supplier works before dispatch by BHEL / Third Party Inspection Agency (TPIA).

(iv) Deviation, if any, w.r.t TECHNIAL, QUALITY AND COMMERCIAL shall be indicated in SPECIFICATION DEVIATION DISPOSITION REPORT (SDDR) only. Deviations indicated in any other documents of the offer shall be ignored and treated as null & void. SDDR duly signed with seal of authorised signatory shall be submitted along with technical bid. NIL report to be submitted in case of NO deviation.

(v) MSE / MII (Make in India) purchase preference shall be applicable GeM T&C. Exemption for MSE & Start-up is for Turnover criteria only. No exemption for MSE & Start-up in experience criteria and experience criteria is as per tender PQR.

(vi) Integrity pact format ref: AA:SSP:IP:R03 dt 01/04/2022 shall be duly filled and signed with seal of authorised signatory to be submitted along with technical offer.

(vii) Quantity split is applicable in the ratio of 70:30.

(viii) Bidder shall submit signed, sealed & duly filled copy of the following documents as a token of confirmation and acceptance for the same.

(a) Notice Inviting Tender

(b) Quality Plan Format

(c) Quality documents: Annexure-Q

(d) SDDR (Annexure-C)

(e) Pre-Qualification Requirement and

(f) Make in India declaration

(g) Conflict of Interest (CoI) declaration

(h) Integrity pact format ref: AA:SSP:IP:R03 dt 01/04/2022

(ix) Pre-dispatch inspection at Seller premises: Before dispatch, the goods will be inspected by Buyer/BHEL/ Consignee or their Authorized Representative or by Nominated External Inspection Agency (TUV or BVIL /TPI) (independently or jointly with Buyer or jointly with Buyer's End Customer or jointly with End Customer's nominated Agency 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. Travel & other local stay cost for the Inspectors sent by BHEL will be to BHEL account, but other Inspection Charges, if any shall be to the account of the Seller only. For in-house testing, the Sellers will provide necessary facilities at free of cost. Seller shall notify the Buyer by 3 days in advance through e-mail about readiness of goods for pre dispatch inspection and also Seller shall register/raise the Inspection call through BHEL CQIR portal <https://cqir.bhel.in/> for arranging the inspection by BHEL. Buyer/BHEL 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.

(x) Warranty: 12 months from the date of commissioning (or) 18 months from the date of supply, whichever is earlier.

(xi) Bid Price: The Bidder has to quote the Landed Price inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, taxes, duties, freight and insurance as specified in tender document.

(xii) Conditional offers are likely to be rejected.

(xiii) A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anticompetitive 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 cases 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 h) 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. "

Bidder to indicate to indicate if any of the point a to h is applicable or else declare that none is applicable to bet of their knowledge

(xiv) Confidentiality Notice

All documents such as specifications, terms and conditions and all correspondence sent to a Seller by BHEL on a tender / order are to be treated as the confidential document of BHEL. All such tender / order-related documents issued by BHEL are to be treated with the same level of confidentiality that the receiver would bestow on their confidential documents. It is to be understood that downloading the documents from the web constitutes the acceptance of this confidentiality clause of BHEL.

This provision does not apply to documents freely and is already in the public domain.

In their own interest, If any Seller finds or becomes aware of any internal communication of BHEL, in the public domain, it shall be the responsibility of such Seller to bring it to the notice of BHEL for clarification /immediate and appropriate action by BHEL. Any action or attempts taken by a Seller in leveraging such information shall be deemed as an unethical act and shall attract such extant provisions of BHEL's procurement policies.

(xv) Material Rejection and Returns

If the supplied materials are rejected at our stores, it shall be the responsibility of the supplier to collect the rejected goods from our stores, at their cost and risk, within a reasonable period of 30 days from the date of intimation of the rejection.

The loading of the rejected goods at BHEL stores onto the vehicles placed by the supplier will be done by BHEL and such loading charges incurred along with the unloading charges incurred by BHEL for the unloading of the rejected goods will be to the account of the supplier. The unloading and loading charges incurred by BHEL will be raised on the supplier and the same shall be deducted from any of the pending bills of the supplier. In case there are no pending bills, then such amount incurred will be recovered from payments due for replacement goods to be supplied by the supplier. Or alternatively, such amounts shall be recovered from the payments due to the supplier, if any, for materials supplied to other BHEL Unit(s).

If the supplier fails to lift the materials within the stipulated period of 30 days, either the goods will be booked on a freight-to-pay basis to the supplier through any one of the contracted carriers of BHEL and the documents shall be negotiated through bank, or BHEL shall dispose off the rejected materials on their own. The costs incurred for such disposal shall be to the account of the supplier. Where the goods are disposed off, by BHEL, the supplier shall have no claim on whatsoever proceeds that BHEL may get out of such action.

(xvi) Set Off clause

In the event any quantities are pending to be supplied against any purchase order by a seller, subject to the terms and conditions of the order, BHEL reserves the right to account the quantities of the same item supplied in a later order, by the Seller, against the unfulfilled previous order.

In such cases of default in the complete execution of an order, BHEL, shall stand authorised at any time, and from time to time, without any prior notice to the Seller, to set off and apply any and all supplies made against the current order to the account of the previously issued purchase order of the same item.

(xvii) Any communication / clarification regarding this tender shall be sent to the following.

- a) Deepak Kumar/ Dy. Engineer (Purchase), BHEL-BAP, Ranipet, Email: kumard@bhel.in
- b) Prince Devasi / Dy. Manager (Purchase), BHEL-BAP, Ranipet, Email: prince@bhel.in

(xviii) Request for any clarification shall be sought minimum 2 days prior to technical bid opening. Any communication for clarification sought after this period may not be entertained.

2.9 Generic

Manufacturer Authorization:Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

2.10 Past Project Experience:

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

2.11 Scope of Supply:

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

2.12 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.

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.