

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687752035854

अनुबंध तिथि | Generated Date : 19-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4582162](#)

संगठन विवरण | Organisation Details

प्ररूप | 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: 10090001-EDN Bangalore

खरीदार विवरण | Buyer Details

पद | Designation : Dy Manager58
संपर्क नंबर | Contact No. : -
ईमेल आईडी | Email ID : buycon2085.bhelb.ka@gembuyer.in
जीएसटीआईएन | GSTIN : -
पता | Address :
MANAGER STORES,- GI Bharat Heavy Electricals Limited
Electronics Division, Mysore Road, Bangalore - 560026
Karnataka India,
BANGALORE, KARNATAKA-560026, India

वित्तीय स्वीकृति विवरण | Financial Approval Detail

आईएफडी सहमति | IFD Concurrence : No
प्रशासनिक अनुमोदन का पदनाम |
Designation of Administrative Approval: GENERAL MANAGER
वित्तीय अनुमोदन का पदनाम |
Designation of Financial Approval : DEPUTY MANAGER

भुगतान प्राधिकरण विवरण | Paying Authority Details

Role: PAO
भुगतान का तरीका |
Payment Mode: Offline
पद | Designation : Sr Account Officer
ईमेल आईडी | Email ID : pay39.bhelb.ka@gembuyer.in
जीएसटीआईएन | GSTIN : -
पता | Address:
MANAGER STORES,- GI Bharat Heavy Electricals Limited
Electronics Division, Mysore Road, Bangalore - 560026
Karnataka India,
Bangalore, KARNATAKA-560026, India
भुगतान समयसीमा | Payment
Timelines: 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 : 4FEE190001006144
कंपनी का नाम | Company Name : AMES IMPEX ELECTRICALS PVT LTD
संपर्क नंबर | Contact No. : 09879003002
ईमेल आईडी | Email ID : info@amesimpex.com
पता | Address : 602,SILVER OAK COMMERCIAL COMPLEX,NEAR MAHALAXMI CROSS ROAD,PALDI,
AHMEDABAD, GUJARAT-380007, -
एमएसएमई पंजीकरण संख्या | MSME Registration number : -
जीएसटीआईएन | GSTIN: 24AAACA9825G1ZT

*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 : 200 KVA DRY TYPE TRANSFORMER ब्रांड Brand : AMES 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 : 200 KVA DRY TYPE TRANSFORMER (Q3) मॉडल Model: DRY TYPE TRANSFORMER एचएसएन कोड HSN Code: 85042100	1	set	702,100	जीएसटी GST (18%) : 107,100 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 GST1 (100%) : 107,100 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (100%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (100%) : 0	702,100
2	उत्पाद का नाम Product Name : ICT charges for 200KVA TRANSFORMER 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	1	pieces	70,000	जीएसटी GST (18%) : 10,677.966 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 GST1 (100%) : 10,677.966 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (100%)	70,000

श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : Addon Services for bid (Q3)				: 0		
मॉडल Model: ICT				जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (100%)		
एचएसएन कोड HSN Code: HSN not specified by seller				: 0		
कुल ऑर्डर मूल्य Total Order Value (in INR)					772,100	
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 : buycon2085.bhelb.ka@gembuyer.in संपर्क Contact : - जीएसटीआईएन GSTIN : - पता Address : MANAGER STORES,- GI Bharat Heavy Electricals Limited Electronics Division, Mysore Road, Bangalore - 560026 Karnataka India, BANGALORE, KARNATAKA-560026, India	200 KVA DRY TYPE TRANSFORMER	-	1	19-Mar-2024	18-May-2024
Product Specification for 200 KVA DRY TYPE TRANSFORMER						
विनिर्देश Specification		उप-विनिर्देश Sub-Spec		मूल्य Value		
Custom Specification		Custom Specification		Yes		
उपरोक्त मद के लिए स्थापना कमीशनिंग और परीक्षण (आईसीटी) विवरण Installation Commissioning and Testing (ICT) details for the above item::						
% of Product Cost Payable on Product Delivery		85 %				
Min Cost Allocation for ICT as a % of product cost		10 %				
Number of days allowed for ICT after site readiness communication to seller		30 Days				
विक्रेता विशिष्टता दस्तावेज़ Seller Specification Document:						
1. SpecificationDocument1		mkp.gem.gov.in/catalog_data/catalog_support_document/73/35/551/CatalogAttrs/SpecificationDocument/2024/2/10/2024_02_10_17_15_49_presentation_of_ames_impex_2024-02-10-17-15-53_e4f975bbab58a23226fba8c54243b96e.pdf				
खरीदार विशिष्टता दस्तावेज़ Buyer Specification Document:						
1. SpecificationDocument		mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/10816674/54/78/703/CatalogAttrs/SpecificationDocument/2024/2/5/pspec_2024-02-05-09-27-05_2254866baed14b4ff358ebe287be3921.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.ro. Items			
1	Technical Pre qualification Criteria View	Technical Pre qualification Criteria	200KVA TRANSFORMER(1)			
ईपीबीजी विवरण ePBG Detail						
सलाहकार बैंक Advisory Bank :			PUNJAB NATIONAL BANK			
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):			5.00			
बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा The bidder shall furnish ePBG as applicable as per bid's terms and conditions						
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

After award of contract – Successful Bidder shall have to get Detailed Design Drawings approved from buyer before starting fabrication. Successful Bidder shall submit Detailed Design Drawings for Buyer's approval, within 7 days of award of contract. Buyer shall, either approve the drawings or will provide complete list of modification required in the drawings within 7 days. Seller shall be required to ensure supply as per approved Drawings with modifications as communicated by Buyer. If there is delay from buyer side in approval of drawing– the delivery period shall be refixed without LD for the period of delay in approval of Drawing.

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

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

2.5 Generic

Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for 1 year before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

2.6 Generic

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

2.7 Generic

The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price:

zero

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2.8 Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

2.9 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.

2.10 Scope of Supply:

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

2.11 OEM

IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

2.12 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.

2.13 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.

2.14 Service & Support:

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

2.15 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.

2.16 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.

2.17 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.

2.18 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

3.4 Payment Terms:

3.4.1 Payment Through L/C:

Where the payments are through L/C (L/C opening charges are to be loaded), payment of Supply value shall be 80% on dispatch and 20% on issue of E&C Certificate. Payment of E&C value shall be made against E&C certificate issued by BHEL. E&C certificate shall be issued on satisfactory completion of erection, commissioning, job proving, performance tests, training to operators etc. as envisaged in PO. The L/C shall be opened by BHEL as per following:

- (i) Within 30 Days of receipt of acceptable CEBG, an irrevocable unconfirmed L/C will be opened for 30% of the payment towards supply, due on shipment i.e. 24% of the Supply value of PO (30% of 80%).

Not earlier than 60 days before the shipment date, the value of this irrevocable unconfirmed L/C would be enhanced from 24 % to 80% of the Supply value of

The above L/C can be negotiated after the Shipment against submission of B/L or AWB and such other documents as mentioned in the PO. The above L/C will be valid for a period extending 21 days beyond the shipment date for negotiation of documents.

- (ii) 15 days prior to the scheduled & confirmed arrival of the technicians of supplier with their names, an irrevocable unconfirmed L/C will be opened for a value equal to 20% of the Supply value of PO plus 100% of the E&C value of PO. The validity of L/C would be sufficient to cover the period required for the completion of E&C plus 21 days as negotiation period.

This L/C can be negotiated after: (a) Completion of E&C of the equipment in BHEL and against E&C certificate issued by BHEL and (b) Submission of Performance Bank Guarantee (PBG) by Supplier in the prescribed Format valid for 30 days beyond the warranty period, from one of the Consortium Banks of BHEL or from a reputed Bank and confirmed by Consortium Bank of BHEL for 10% of total PO Value. The PBG confirmation charges shall be borne by vendor.

Under all circumstances, CEBG shall be kept valid till the PBG becomes operational.

3.42 Direct Payment:

In case of direct payment, 80% payment of Supply value shall be made within 45 days from the date of receipt of material at BHEL. Balance 20% of Supply value plus 100% of the E&C portion of PO value will be paid against E&C certificate issued by BHEL and submission of Performance Bank Guarantee (PBG) valid for 30 days beyond the warranty period by Supplier from any of the Consortium Banks of BHEL for 10% of total PO Value in the prescribed Format. The PBG confirmation charges shall be borne by vendor.

3.4.3 Bank Guarantee and Loading against non acceptance of BHEL's Payment Terms:

If payment terms as mentioned by BHEL are not agreed by bidder, such bidder have to submit Bank Guarantee at the

time of payment / opening of LC in the prescribed Format of the amount, exceeding 80% of the PO value, valid till issue of E&C Certificate for the equipment. However, in no case, payment against dispatch shall exceed 90% of the PO Value.

Additionally, for any deviation sought including as mentioned above, in Payment Terms by bidder w.r.t. tender conditions, following loading shall be followed:

- (a) Benchmark Prime Lending Rate (BPLR) of SBI as applicable on the scheduled date of tender opening + 2%, for the amount & period of relaxation sought by bidder.
- (b) On account of payment through LC, if insisted by bidder, Bank charges shall also be loaded for the deviation in (i) opening of LC by BHEL and (ii) period and amount of LC w.r.t. NIT norms, as per the prevailing bank rates.

3.7 Penalty for Delay in 'SUPPLY' and 'E&C':

3.7.1 For the purpose of penalty for delay E&C of the equipment the duration will be reckoned from the date of intimation by BHEL to vendor for readiness of site.

3.7.2 Penalty on delay in 'Supply' and/or 'E&C' will be applicable to the delays attributed to vendor. Penalty will be considered separately for 'Supply' and 'E&C'.

The rate of penalty for delayed Supply shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in supply subject to a maximum of 10% of total PO value (Supply + E&C).

The rate of penalty for delayed E&C shall be @ 0.5% per week of delay of total PO value (Supply + E&C) in E&C subject to a maximum of 10% of total PO value (Supply + E&C).

Maximum penalty for delay in Supply and E&C together shall be limited to 15% of total PO value (Supply + E&C).

In case PO includes more than one machine, the penalty shall be @ 0.5% per week of delay on total PO value (Supply + E&C) for the delayed machine.

3.8 Pre- Qualification Criteria- Earnest Money Deposit (EMD)

a. EMD may be submitted in the form of Cash deposit (Before tender opening) / Bankers Cheque / Pay order / DD / FDR drawn in favor of BHEL-EDN, Bengaluru (Along with offer)/ EFT payment details vide SBI Collect as EMD (Before tender opening).

b. EMD is waived off based on submission of Udyam Registration Certificate / Valid UAM along with CA Certificate (As per Annexure-I of tender document) issued for financial year ending on 31st March 2022 or later / Valid EM-II with deemed validity of five years from the date of issue of EM-II as on date of technical bid opening / EM-II along with latest CA certificate (As per ATC1 of tender document) issued for financial year ending on 31st March 2022 or later where deemed validity of five years is expired / Valid NSIC Registration Certificate as on date of technical bid opening / Startups recognized by DPIIT / Valid Registration to any other body as specified by ministry of MSME.

In addition to the above, If EMD amount is more than ₹2 lakhs, first part of EMD of ₹2 Lakhs can be submitted in the form of Cash deposit /DD/ FDR/ Bankers cheque / Pay order /EFT / online payment and remaining amount over and above ₹ 2 Lakhs by the way of Bank Guarantee from scheduled bank / Nationalized Bank / Consortium bank. The bank guarantee in such cases shall be valid for at least six months. (BG Format attached as Annexure-H)

EMD in any other form (One Time EMD, BG for full amount of EMD etc.) is not acceptable.

2.19 Buyer Added Bid Specific ATC:

Buyer uploaded ATC document [Click here to view the file](#).

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.