

## अनुबंध | Contract



अनुसूची नाम | Schedule Name: Schedule 23

अनुबंध क्रमांक | Contract No: GEMC-511687790604628

अनुबंध तिथि | Generated Date : 20-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4094859](#)

संगठन विवरण   Organisation Details		खरीदार विवरण   Buyer Details	
प्रकार   Type :	Central PSU	पद   Designation :	346ENG01
मंत्रालय   Ministry :	Ministry of Heavy Industries and Public Enterprises	संपर्क नंबर   Contact No. :	0755-2503692-
विभाग   Department :	Department of Heavy Industry	ईमेल आईडी   Email ID :	buyer124.bhelb.mp@gembuyer.in
संगठन का नाम   Organisation Name :	Bharat Heavy Electricals Limited (BHEL)	जीएसटीआईएन   GSTIN :	23AACB4146P1ZN
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:	BUYER
प्रशासनिक अनुमोदन का पदनाम	Manager	भुगतान का तरीका	Offline
Designation of Administrative Approval:	Manager	Payment Mode:	
वित्तीय अनुमोदन का पदनाम	Manager	पद   Designation :	346ENG01
Designation of Financial Approval :		ईमेल आईडी   Email ID :	buyer124.bhelb.mp@gembuyer.in
		जीएसटीआईएन   GSTIN :	23AACB4146P1ZN
		पता   Address:	BHARAT HEAVY ELECTRICAL LTD, PIPLANI, Bhopal, MADHYA PRADESH-462022, India
		भुगतान समयसीमा   Payment Timelines:	Payments shall be made to the seller within 30 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 :	7DD5180000101224
कंपनी का नाम   Company Name :	ARABIAN PETROLEUM LIMITED
संपर्क नंबर   Contact No. :	09167882935
ईमेल आईडी   Email ID :	sales@arabianpetroleum.co.in
पता   Address :	PLOT NO. 14-B,,MIDC, MORIVALI,,AMBERNATH WEST,THANE, Thane, MAHARASHTRA-421505, -
एमएसएमई पंजीकरण संख्या   MSME Registration number :	UDYAM-MH-33-0006618
एमएसई सामाजिक श्रेणी   MSE Social Category :	General
एमएसई लिंग श्रेणी   MSE Gender :	OTHERS
जीएसटीआईएन   GSTIN:	27AAHCA6383Q1ZW

\*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	
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#	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 : SPL LUBRICANTS VG-150 Oil Hydraulic ब्रांड   Brand : SPL LUBRICANTS ब्रांड प्रकार   Brand Type : Registered Brand कैटलॉग की स्थिति   Catalogue Status: OEM verified catalogue कैसे बेचा जा रहा है   Selling As : OEM श्रेणी का नाम और चतुर्भासा   Category Name & Quadrant : Oil Hydraulic as per IS 10522 (Q2) मॉडल   Model: SPL HYDREX EN 150 एचएसएन कोड   HSN Code: 27101980	1,890	liter	118	जीएसटी   GST (18%) : 34,020 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%) : 34,020 जीएसटी उपकर पर आईटीसी 1   ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2   ITC on GST Cess 2 (0%) : 0	223,020
कुल ऑर्डर मूल्य   Total Order Value (in INR)						223,020

परेषिती विवरण   Consignee Detail		दिनांक के बाद डिलीवरी शुरू करना है   Delivery To

क्र.सं.   S.No	परेष्टी   Consignee	वस्तु   Item	Lot No.	मात्रा   Quantity	Delivery Start After	Be Completed By
1	पद   Designation :- ईमेल आईडी   Email ID : con765.bhlp.mp@gembuyer.in संपर्क   Contact : 0755-2502743- जीएसटीआईएन   GSTIN :- पता   Address : BHARAT HEAVY ELECTRICAL LTD, PIPLANI, BHOPAL, MADHYA PRADESH-462022, India	SPL LUBRICANTS VG-150 Oil Hydraulic	-	1,890	20-Mar-2024	04-May-2024

#### SPL LUBRICANTS VG-150 Oil Hydraulic

क्या मूल्य भिन्नता लागू है   Whether Price variation applicable ?	yes
मूल्य परिवर्तन खंड   Price Variation Clause	P1=PQ+ 0.9*(BO1 - BOQ)
मूल्य परिवर्तन खंड दस्तावेज़   Price Variation Clause Document	<a href="942d2f5c75ba737e5d295ecec3ddd67a.pdf">942d2f5c75ba737e5d295ecec3ddd67a.pdf</a>

#### Product Specification for SPL LUBRICANTS VG-150 Oil Hydraulic

विवरण   Specification	उप-विवरण   Sub-Spec	मूल्य   Value
Grade	Grade of Oil Hydraulic	VG-150
REQUIREMENTS FOR OIL HYDRAULIC	Kinematic viscosity at 40°C,cSt	(135-165) for VG 150 grade
	Viscosity index, Min	90
	Pour point, °C, Max	0 (for VG 68, VG 100, VG 150 grade)
	Neutralization number, mg KOH per g of oil, Max	1.5
	Flash point, Cleveland open cup, °C, Min	230 (for VG 150, 176, 320, 460 grade)
	Rust preventing characteristics	Shall pass the test B after 24 hours
	Foam stability after 10 minutes settling time, At 24°C,ml , Max	NIL
	Foam stability after 10 minutes settling time, At 93°C,ml , Max	NIL
	Foam stability after 10 minutes settling time, At 24°C after cooling down from 93°C, ml , Max	NIL
	oxidation test: Hours to reach acidity of 2 mg KOH/g of oil, Min	750 for VG 150 grade
	Pump wear (Vickers 104C pump test) ; Total ring vane loss, in 250 hours, mg, Max	100
	Copper strip corrosion for 3 hours at 100°C	Not worse than No. 1
	Emulsion characteristics, Max	40-37-3 (30)
	Air release value, minutes to 0 point 2 prcent volume air content at 50°C, Max	25 for VG 150 grade
	Seal compatibility test Volume change	± 4 Percent
	Seal compatibility test Change in shore hardness	1 to + 4
	FZG-Niemann EP test, pass load stage, Min	8th
Packing , Marking and Labelling	The material shall be packed in containers of metal or any other suitable material as agreed to between the purchaser and the supplier	MS Barrel
	Packing Size (Litres)	210
Certification	Conformity to specification	IS : 10522 (Latest)
	Whether ISI Marked	YES
	CM/L Number(Must declare if ISI Marked)	NA
	RDSO Approval	YES
	RDSO approval certificate to be submitted to the buyer on demand	YES
Test Report Details	Availability of Test Report from Central Govt/ State Govt/NABL/ILAC accredited lab (hint: Must be declared)	YES
	Test Report to be furnished to the Buyer on demand (Must be declared, write NA if Test Report is not available)	YES

#### खरीदार परिभाषित अतिरिक्त विशेषता के लिए | Buyer Defined Additional Specification for SPL LUBRICANTS VG-150 Oil Hydraulic

विवरण   Specification	मूल्य   Value
Product required Servo System 150 or Equivalent	Yes/No

संस्थानीक बैंक   Agency Bank :	State Bank of India
ईपीबीजी प्रतियोगी विवरण   ePBG Detail: विवरण तक बढ़ाया गया। Extended upto : 2024-01-22 11:00:00	5.00
2. तक बढ़ाया गया। Extended upto : 2024-01-02 14:00:00 बिंदी लगाया गया। बिंदी के नियम और शर्त के अनुसार लगाया गया। प्रस्तुत करना होगा। The bidder shall furnish ePBG as applicable as per bid's terms and conditions	
3. तक बढ़ाया गया। Extended upto : 2024-01-09 14:00:00	
<b>ईपीबीजी विवरण   ePBG Detail</b>	
<b>आरसीएम/एफसीएम के संबंध में सामान्य खंड   General Clauses w.r.t RCM/FCM</b> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>5. 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.</p>	
<b>नियम और शर्तें  Terms and Conditions</b> <p>1. General Terms and Conditions-</p> <p>1.1 This contract is governed by the <a href="#">General Terms and Conditions</a>, conditions stipulated to this Product/Service as provided in the Marketplace.</p> <p>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</p> <p>2. Buyer Added Bid Specific Terms and Conditions-</p> <p>2.1 <b>Buyer Added Bid Specific ATC:</b> Buyer Added text based ATC clauses</p> <p><b>1. Enquiry is floated for finalization of Rate Contract for Supply of Lubricants &amp; Greases to BHEL Plants / Units for a period of two years using Running contract module on GeM Portal.</b></p> <p><b>2. The enquiry quantities shown in the enquiry are tentative. Maximum order quantity is as per Annexure I. Suppliers are required to quote considering the Maximum Order Quantity.</b></p> <p><b>3. Applicable documents:</b></p> <p><b>a. Annexure I - Items, Quantities, Offered Products.</b></p> <p><b>b. Annexure II - Tender Terms &amp; Conditions.</b></p> <p><b>c. PVC Document - Price Variation Clause for the tender.</b></p> <p><b>d. Integrity Pact.</b></p> <p><b>e. HY:MM:ATC:GEM: Rev 01 with Annexures - General Terms &amp; Conditions.</b></p> <p><b>4. Payment Terms: 100% direct EFT Payment within 30 Days.</b></p> <p><b>PVC is applicable for all the Categories &amp; Products listed in the Enquiry. PVC Details as per ATC attached. P1=PQ+ 0.9*(BO1 - BOQ)</b></p> <p>2.2 <b>Buyer Added Bid Specific ATC:</b> Buyer uploaded ATC document <a href="#">Click here to view the file</a>.</p> <p>2.3 <b>Generic:</b> Running Contract for long term staggered delivery: The Purchaser reserves the right to increase the order quantity against this bid by 2300 % of the bid quantity. This bid is created for a long term staggered delivery requirement and hence the Contract Price will be Valid for a period of 24 Months from the date of placement of contract. Total estimated requirement for all bid items during contract validity period is therefore = bid quantity plus option clause %. The buyer commits to order a minimum 50% of the quantity under option clause during the contract price validity period and the child contracts would be largely spread evenly over the contract validity period unless in exceptional circumstances. Orders for the additional quantity under this modified option clause will be issued by the buyer in the form of separate child contracts and will have to be executed by the seller as per delivery timelines stipulated by the Buyer in Child Contracts. Option of issuing child contracts may be exercised by the buyer more than once (any number of times) during the Contract Price validity period. Bidders are bound to accept the child contracts accordingly. GeM Transaction charges will be calculated based on the total value of all orders placed including the main contract and all child contracts. The same shall have to be paid by the seller when the main/ child contracts are placed.</p> <p>2.4 <b>Scope of Supply:</b> Scope of supply (Bid price to include all cost components) : Only supply of Goods</p> <p>2.5 <b>Inspection:</b> Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:</p>	

Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

By Bidder at Bidders works

Post Receipt Inspection at consignee site before acceptance of stores:

By BHEL on receipt

**2.6 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 %.

**2.7 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 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](#)

**2.9 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.

**2.10 Generic**

For hazardous chemical/item, all precautionary measure as per regulation from the point of transportation/ handling/ storage/ safety/ health/ environment to be undertaken/ specified before dispatch. During dispatch, proper symbol for the hazard/ MSDS/ Batch No./ date of manufacturing/ Gross Weight/ Net Weight/ shelf Life etc are to be written/ printed/ pasted on the body of the packing.

**2.11 Generic**

Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

**2.12 Generic**

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

**2.13 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.

**2.14 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.

**2.15 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.