

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687764269227

अनुबंध तिथि | Generated Date : 20-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4434874](#)

अनुसूची नाम | Schedule Name: Supply Of Valve Manifolds To TSGENCO Yadadri 5x800MW STPP Unit-5

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्ररूप Type : Central PSU	पद Designation : MANAGER2
मंत्रालय Ministry : Ministry of Heavy Industries and Public Enterprises	संपर्क नंबर Contact No. : 080-26998994-
विभाग Department : Department of Heavy Industry	ईमेल आईडी Email ID : buycon396.bhelb.ka@gembuyer.in
संगठन का नाम Organisation Name : Bharat Heavy Electricals Limited (BHEL)	जीएसटीआईएन GSTIN : -
कार्यालय क्षेत्र Office Zone : 10090001-EDN Bangalore	पता Address : Deepanjali Nagar, BANGALORE, KARNATAKA-560026, 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: DGM	भुगतान का तरीका Payment Mode: BHEL
वित्तीय अनुमोदन का पदनाम Designation of Financial Approval: Manager	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: 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 :	5C9A200001341076
कंपनी का नाम Company Name :	FLOWTECH
संपर्क नंबर Contact No. :	03340056346
ईमेल आईडी Email ID :	flowtechkolkata@yahoo.co.in
पता Address :	55A/9,,R.K. CHATTERJEE ROAD, KASBA, Kolkata, WEST BENGAL-700042, -
एमएसएमई पंजीकरण संख्या MSME Registration number :	UDYAM-WB-18-0002351
एमएसई सामाजिक श्रेणी MSE Social Category :	General
एमएसई लिंग श्रेणी MSE Gender :	Male
जीएसटीआईएन GSTIN:	19AAAFF5590N1ZW

*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 : MANIFOLD VALVE ब्रांड Brand : FT ब्रांड प्रकार Brand Type : Registered Brand 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 : MANIFOLD VALVE (Q3) मॉडल Model: FT एचएसएन कोड HSN Code: 8481	1	set	266,500	जीएसटी GST (18%) : 40,652.542 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 GST I (100%) : 40,652.542 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (0%) : 0	266,500
2	उत्पाद का नाम Product Name : MANIFOLD VALVE ब्रांड Brand : FT ब्रांड प्रकार Brand Type : Registered Brand कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by	1	set	247,105	जीएसटी GST (18%) : 37,693.983 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	247,105

OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : MANIFOLD VALVE (Q3) मॉडल Model: FT एचएसएन कोड HSN Code: 8481				GST I (100%) : 37,693.983 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (0%) : 0		
कुल ऑर्डर मूल्य Total Order Value (in INR)					513,605	
परोक्षिती विवरण Consignee Detail						
क्र.सं. S.No	परोक्षिती 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 : buycon396.bhelb.ka@gembuyer.in संपर्क Contact : 080-26998994- जीएसटीआईएन GSTIN : - पता Address : Deepanjali Nagar, BANGALORE, KARNATAKA-560026, India	MANIFOLD VALVE	-	1	20-Mar-2024	08-Aug-2024
		MANIFOLD VALVE	-	1	20-Mar-2024	18-Feb-2025
Product Specification for MANIFOLD VALVE						
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/61/40/077/CatalogAttrs/SpecificationDocument/2024/1/15/2024_01_15_11_59_30_compcatalog_2024-01-15-11-59-33_453bd5dd44c17daf29975542ad6ddf65.pdf					
खरीदार विशिष्टता दस्तावेज़ Buyer Specification Document:						
1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/2187038/54/78/703/CatalogAttrs/SpecificationDocument/2024/1/4/ps_for_valve_manifolds_yadadri_800mw_stpp_unit_5_2024-01-14-11-36_ffa134b48a8e09f0b53fe280e3b46ec3.pdf					
Product Specification for MANIFOLD VALVE						
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/61/40/077/CatalogAttrs/SpecificationDocument/2024/1/15/2024_01_15_12_05_06_compcatalog_2024-01-15-12-05-09_e5617ebf5c560b239b3811a0e12130cf.pdf					
खरीदार विशिष्टता दस्तावेज़ Buyer Specification Document:						
1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/2187038/54/78/703/CatalogAttrs/SpecificationDocument/2024/1/4/ps_for_valve_manifolds_yadadri_800mw_stpp_unit_5_2024-01-14-14-47_ee51f8543ab8d3de89f585e385c14f3.pdf					
शुद्धिपत्र Corrigendum						
1. GeM-Bidding-Corr-5842896-1.pdf : यहां क्लिक करें click here						
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 Scope of Supply:

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

2.3 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

Bidder to note that Deviation/s shall not be permitted for the below mentioned terms and are deemed to be complied. In case of non-compliance/d
eviation, offer may be liable for rejection:

1. Warranty period of the supplied products shall be applicable for a period of 24 months from the date of final acceptance of goods at consignee location.
2. Unloading of material at consignee location is in the scope of BHEL.
3. **Pre-dispatch inspection at Seller premises:** 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. Seller shall notify the Buyer through e-mail about readiness of goods for stage/pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative / Nominated External Inspection Agency and the date for testing. In case of delay in witnessing of inspection beyond 10 days from date on which material is notified as being ready, by buyer arising due to reasons not attributable to vendor, BHEL will extend the delivery period for such delay for carrying out inspection. While bidding, the sellers should take into account 10 days for inspection from the date of email offering the goods for inspection.

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.
4. Material despatch clearance certificate: 10 days for issue of MDCC (Material despatch clearance certificate) from date of successful inspection report . Any delay in issue of MDCC beyond 10 days shall be on the part of the buyer and shall be regularized without Liquidated Damages.
5. **Payment Timelines:**
 - i) Payments shall be made to Micro and Small Enterprise Seller within 45 days of issue of consignee receipt-cum acceptance certificate (CRAC) and on-line submission of bills.
 - ii) Payments shall be made to Medium Enterprise Seller within 60 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills.
 - iii) Payments shall be made to Non-MSME Seller within 90 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills.
6. **Shortages:** In the event of shortage on receipt of goods and/or on opening of packages at site, all such shortages, caused by supplier's act or omission, shall be made good at free of cost within a reasonable time that BHEL may allow from such intimation.
7. **Transit Damages:** In the event of receipt of goods in damaged condition or having found them so upon opening of packages at site, supplier shall make good of all such damages within a reasonable time from such intimation by BHEL.

8. **Dispatch documents:** Complete set of despatch documents (original + 1 photocopy set) as per Purchase Order shall be forwarded to Purchase Officer/BHEL directly. Despatch documents shall include the following:

Invoice (01 original and 01 copy with original sign & seal / digitally signed invoice), Packing List, NIL Short-Shipment Certificate, POD (Proof of Delivery) on Lorry Receipt (L/R).

One set of Invoice, L/R, Packing List, Insurance intimation copy & E-way bill (Part-B) shall be e-mailed immediately to BHEL-EDN during despatch.

Note: Detailed Packing List should indicate package-wise content details and also Net & Gross weight of each package.

9. After award of contract, Successful Bidder shall submit complete set of documents (like drawings, bill of materials, datasheets, catalogues, quality plan etc. as called in tender specification) for approval, within **15** days of award of contract. Buyer shall issue manufacturing clearance along with approved documents within **21** days from receipt of complete set of documents from seller.

In case of any corrections in documents to be incorporated by seller for approval of document based on end-user/consultant/buyer comments, revised documents have to be submitted incorporating all corrections within **7** days. Seller shall be required to ensure supply as per approved documents. If there is delay from buyer side in approval of documents, the delivery period shall be refixed without LD for the period of delay in approval of documents.

Seller shall be required to commence manufacturing only after receipt of approved documents from BHEL.

10. **Packaging and dispatch:** The Seller shall package the goods safely and carefully considering the peculiarity of the material for safe transport by Road to its destination suitably protected against loss, damage, corrosion in transit and the effect of tropical salt laden atmosphere.

The packages shall be provided with fixtures/ hooks and sling marks as may be required for easy and safe handling. If any consignment needs special handling instruction, the same shall be clearly marked with standard symbols / instructions. Hazardous material should be notified as such and their packing, transportation and other protection must conform to relevant regulations.

The packing, shipping, storage and processing of the goods must comply with the prevailing legislation and regulations concerning safety, the environment and working conditions. If safety information sheets (MSDS – Material Safety Data Sheet) exist for an item or the packaging, vendor must provide this information without fail along with the consignment.

Each package must be marked with Consignee name, Purchase order number, Package number, Gross weight and net weight, dimensions (LxBxH) and Seller's name.

Packing list of goods inside each package with PO item number and quantity must also be fixed securely outside the box to indicate the contents of each box.

Total number of packages in the consignment must also be indicated in the packing list.

11. **Destination: Items are to be directly despatched to following address:**

Consignee address for Chandrapur 2x500MW TPS Unit-5 & 6:

Chandrapur 2x500MW TPS Unit-5 & 6

POST URJA NAGAR, CHANDRAPUR, Maharashtra- 442404.

Consignee address for Yadadri 5x800MW STPP Unit-5:

5x800MW YADADRI THERMAL POWER PROJECT,

VEERLAPALEM VILLAGE, DAMERACHERLA MANDAL,

NALGONDA DISTRICT – 508207.

Detailed Consignee details will be issued by BHEL along with Despatch Clearance.

12. **Breach of Contract, Remedies & Termination:** In case of breach of contract (failure of supplier), the amount equivalent to **10% of the contract value will be recovered from available bills of the contractor, retention amount, etc. with BHEL or legal remedies shall be pursued.**

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc. shall be applied as per provisions of the contract.

13. MSME vendors may opt to get payment through Trade Receivables Electronic Discounting System (TReDS).

14. Evaluation criteria to determine L1 bidder: Evaluation of the lowest bidder will be done on Project wise.

15. Refer attached conflict of Interest among Bidders/Agents.

Specification reference no: CE/416/YADADRI/VM Rev00
Corrigendum for supply of Valve Manifolds to Yadadri Unit #5 STPP

Existing specification	Revised Specification
D. Bidders has to submit Unpriced PO Copies (for above type Valve Manifolds), factory registration certificate and catalog etc. Above List of Credentials (Factory registration certificate, Unpriced PO Copies and catalog etc) will be evaluated by BHEL EDN. Please note that EDN approved Vendors need not required to submit the above details.	D. Bidders has to submit Unpriced PO Copies (for above type Valve Manifolds), factory registration certificate and catalog etc. Above List of Credentials (Factory registration certificate, Unpriced PO Copies and catalog etc) will be submitted for customer approval. Please note that BHEL Will wait 30 Days for vendor approval from the date of submission, if the same is not approved by customer within this period your offer will not be acceptable. Please note that customer approved bidders need not required to submit the above details

2.4 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.