

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687741941449

अनुबंध तिथि | Generated Date : 20-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4325856](#)

संगठन विवरण   Organisation Details		खरीदार विवरण   Buyer Details	
प्रकार   Type :	Central PSU	पद   Designation :	Dy Engineer3
मंत्रालय   Ministry :	Ministry of Heavy Industries and Public Enterprises	संपर्क नंबर   Contact No. :	0542-2720916-
विभाग   Department :	Department of Heavy Industry	ईमेल आईडी   Email ID :	buyer1279.bhelb.up@gembuyer.in
संगठन का नाम   Organisation Name :	Bharat Heavy Electricals Limited (BHEL)	जीएसटीआईएन   GSTIN :	09AAACB4146P2ZC
कार्यालय क्षेत्र   Office Zone:	10120029-HERP, Varanasi	पता   Address :	BHEL HERP, Tarna, Shivpur, VARANASI, UTTAR PRADESH-221003, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail		भुगतान प्राधिकरण विवरण   Paying Authority Details	
आईएफडी सहमति   IFD Concurrence :	No	Role:	PAO
प्रशासनिक अनुमोदन का पदनाम		भुगतान का तरीका	BHEL
Designation of Administrative Approval:	DY. MANAGER (PUR)	Payment Mode:	
वित्तीय अनुमोदन का पदनाम		पद   Designation :	Sr Account officer
Designation of Financial Approval :	SR. MGR(FIN)	ईमेल आईडी   Email ID :	pao79.bhelb.up@gembuyer.in
		जीएसटीआईएन   GSTIN :	09AAACB4146P2ZC
		पता   Address:	BHEL HERP, Tarna, Shivpur, Varanasi, UTTAR PRADESH-221003, 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)

विक्रेता विवरण   Seller Details	
जेम विक्रेता आईडी   GeM Seller ID :	B527190001048664
कंपनी का नाम   Company Name :	M/S HYDROMECH ENGINEERS
संपर्क नंबर   Contact No. :	08787049155
ईमेल आईडी   Email ID :	hydronech.alld@gmail.com
पता   Address :	LIG-108, GOVINDPUR COLONY, Allahabad, UTTAR PRADESH-211004, -
एमएसएमई सत्यापिता   MSME verified :	No
एमएसएमई पंजीकरण संख्या   MSME Registration number :	UDYAM-UP-03-0008486
एमएसई सामाजिक श्रेणी   MSE Social Category :	General
एमएसई लिंग श्रेणी   MSE Gender :	Male
जीएसटीआईएन   GSTIN:	09AICPS0736R1ZM

\*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 शुक्र और कर सहित)   Price (Inclusive of all Duties and Taxes in INR)
1	उत्पाद का नाम   Product Name : RADIAL GROOVING SOLUTION KIT (6 MM) FOR SEALING RING AS PER ANNEXURE TL-11. C ब्रांड   Brand : KENNAMETAL 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 : RADIAL GROOVING SOLUTION KIT (6 MM) FOR SEALING RING AS PER ANNEXURE TL-11. C (Q3) मॉडल   Model: RADIAL GROOVING SOLUTION KIT 6 MM MAKE KENNAMETAL. एचएसएन कोड   HSN Code: HSN not specified by seller	4	set	96,250.24	जीएसटी   GST (18%) : 58,728.96 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%) : 58,728.96 जीएसटी उपकर पर आईटीसी 1   ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2   ITC on GST Cess 2 (0%) : 0	385,000.96
कुल ऑर्डर मूल्य   Total Order Value (in INR)						385,000.96

परेषिती विवरण   Consignee Detail						दिनांक के बाद तक करना है	वितरण पूरा कब

क्र.सं.   S.No	परेजिनी   Consignee	वस्तु   Item	लॉट नंबर   Lot No.	मात्रा   Quantity	डिलीवरी शुरू करना है   Delivery Start After	Delivery To Be Completed By
1	पद   Designation :- ईमेल आईडी   Email ID : con918.bhelb.up@gembuyer.in संपर्क   Contact : 0542-2720895- जीएसटीआईएन   GSTIN : 09AAACB4146P2ZC पता   Address : BHEL HERP, Tarna, Shivpur, VARANASI, UTTAR PRADESH-221003, India	RADIAL GROOVING SOLUTION KIT (6 MM) FOR SEALING RING AS PER ANNEXURE TL-11. C	-	4	20-Mar-2024	19-May-2024

#### Product Specification for RADIAL GROOVING SOLUTION KIT (6 MM) FOR SEALING RING AS PER ANNEXURE TL-11. C

विवरण   Specification	उप-विवरण   Sub-Spec	मूल्य   Value
Custom Specification	Custom Specification	Yes

#### विक्रेता विशेषता दस्तावेज़ | Seller Specification Document:

1. <a href="#">Specification Document 1</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/56/11/365/CatalogAttrs/SpecificationDocument/2023/12/18/2023_12_18_22_15_46_catalog_2023-12-18-22-15-49_afce4eb459ce1de564b86a20eaa5f59e.pdf
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#### खरीदार विशेषता दस्तावेज़ | Buyer Specification Document:

1. <a href="#">Specification Document</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/2136854/54/78/703/CatalogAttrs/SpecificationDocument/2023/12/11/annex_2023-12-11-15-52-11_3ea96a2ddb171f22962fd8143bafe687.pdf
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#### 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

- 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.
- 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.
- 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.
- 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.
- 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.

#### नियम और शर्तें | Terms and Conditions

##### 1. General Terms and Conditions-

- This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 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 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.

###### 2.3 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 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.

### Enquiry For Material :-

SI No	Material Description	Material Code	Quantity	Unit
1	RADIAL GROOVING SOLUTION KIT (6 MM) FOR SEALING RING AS PER ANNEXURE 'TL-11.C' & GRADE OF THE INSERT SUITABLE TO OUR MATERIAL HW19391	AA6281211 098	8.0	SET

#### Remarks

(A) SUPPLY CONDITION: MATERIAL TO BE SUPPLIED AT BHEL STORES.

(B) TECHNICAL DELIVERY CONDITION

1. ITEMS SHOULD BE OF GOOD QUALITY AND FREE FROM ANY DEFECT. ABOVE SAID ITEM IS REQUIRED FOR GROOVING OF U-SEALING RING NIMONIC 80A (NICKEL BASE ALLOY) FOR WHICH MINIMUM AP REQUIRED IS 60MM.
2. THIS COMPLETE GROOVING SOLUTION FOR MACHINING OF SEALING RING IS REQUIRED FOR CNC MARIO MACHINE.
3. PARTY SHOULD QUOTE THE GROOVING SOLUTION AS PER ANNEXURE 'TL-11.C'.
4. OUR REQUIREMENT IS OF BLOCK-BLADE TYPE GROOVING SOLUTION AND SAME IS MENTIONED IN ANNEXURE 'TL-11.C'.
5. PARTY SHOULD ALSO ENCLOSE DETAILS OF TOOLINGS SHOWING ITS DIMNESIONS WITH THEIR TECHNICAL BID.
6. PARTY MUST QUOTE THE GRADE OF THE INSERT SUITABLE TO MACHINE OUR MATERIAL AS PER SPECN. HW19391 ATTCHED (NIMONIC 80A).
7. PARTY MAY VISIT THE HERP, VARANASI TO SEE THE MACHINE & COMPONENT.
8. DELIVERY OF THE ITEM MUST BE DONE WITHIN 60 DAYS OF PO, HOWEVER EARLY DELIVERY IS ALSO ACCEPTABLE.

(C) GUARANTEE CERTIFICATE :ITEMS ARE GUARANTEED AGAINST MANUFACTURING AND WORKMANSHIP DEFECTS FOR A PERIOD OF 18 MONTHS FROM THE DATE OF SUPPLY OR 12 MONTHS FROM THE DATE OF USE WHICHEVER IS EARLIER. ANY DEFECT FOUND DURING GUARANTEE PERIOD THE MATERIAL WILL BE REPLACED AT FREE OF COST.

(D) PACKING INSTRUCTION: ITEM TO BE SUPPLIED IN PROPERLY PACKED CONDITION.

(E) INSPECTION WILL BE CARRIED OUT AT HERP.

(F) PARTY HAS TO SUBMIT SEALED AND SIGNED COPY PQC ANNEXURE-A AND TECHNICAL ANNEXURE-B .

(G) RA SHALL BE DONE ON GeM AS PER GeM GUIDELINES.

(H) BREACH OF CONTRACT, REMEDIES AND TERMINATION: IN CASE OF BREACH OF CONTRACT, WHEREVER THE VALUE OF SECURITY INSTRUMENTS LIKE PERFORMANCE BANK GUARANTEE AVAILABLE WITH BHEL AGAINST THE SAID CONTRACT IS ATLEAST 10% OF THE CONTRACT VALUE, THE SAME BE ENCASHED. IN CASE THE VALUE OF THE SECURITY INSTRUMENTS AVAILABLE IS LESS THAN 10% OF THE CONTRACT VALUE, THE BALANCE AMOUNT BE RE COVERED FROM OTHER FINANCIAL REMEDIES (I.E. AVAILABLE BILLS OF THE CONTRACTOR, RETENTION AMOUNT, ETC. WITH BHEL) OR LEGAL REMEDIES BE PURSUED.

FURTHER, LEVY OF LIQUIDATED DAMAGES, DEBARMENT, TERMINATION, DE-SCOPING, SHORT-CLOSURE, ETC., SHALL BE APPLIED AS PER PROVISIONS OF THE CONTRACT.

(I) LIQUIDATED DAMAGES (LD): SUBJECT TO FORCE MAJEURE CONDITIONS, FAILURE TO SUPPLY WITHIN PURCHASE ORDER DELIVERY SCHEDULE WILL MAKE THE SUPPLIER LIABLE TO AN UNCONDITIONAL PENALTY OF 0.5 PER WEEK OR PART THEREOF SUBJECT TO THE MAXIMUM OF 10% OF THE UNDELIVERED PURCHASE ORDER VALUE EXCLUDING TAXES & DUTIES. NO GRACE PERIOD SHALL BE GIVEN. FURTHER, IN CASE OF LD RECOVERY, THE APPLICABLE GST SHALL ALSO BE RECOVERABLE FROM THE SUPPLIERS.

(J) SEPARATE OFFER SUBMITTED BY ANY VENDOR ON GEM STANDS NULL AND VOID AS DELIVERY TERMS, PAYMENT TERMS etc. CANNOT BE NEGOTIATED ON GEM. . THE OFFERS WITH TECHNICAL/ COMMERCIAL DEVIATIONS ARE LIABLE TO BE REJECTED WITHOUT ANY PRIOR INITMATION.

(K) VENDORS SHALL TAKE CARE TO QUOTE THEIR RATES INCLUSIVE OF GST. ANY DEVIATION IN QUOTED RATE AFTER PRICE BID OPENING SHALL NOT BE ENTERTAINED BY BHEL.

(L)VENDORS BY SUBMITTING THEIR QUOTATION AGAINST THIS BID IT IS DEEMED THAT VENDORS AGREE TO EACH AND EVERY TERMS & CONDITIONS MENTIONED IN THE BID.

(M) THE OFFERS OF THE BIDDERS WHO ARE ON THE BANNED LIST AND ALSO THE OFFER OF THE BIDDERS, WHO ENGAGE THE SERVICES OF THE BANNED FIRMS, SHALL BE REJECTED. THE LIST OF BANNED FIRMS IS AVAILABLE ON BHEL WEB SITE [www.bhel.com](http://www.bhel.com) .

(N)PAYMENT TERMS:

I. FOR MSEs VENDORS: 100 PAYMENT WITHIN 45 DAYS OF ISSUE OF CONSIGNEE RECEIPT CUM-ACCEPTANCE CERTIFICATE (CRAC) AND SUBMISSION OF BILL.

**NOTE: PAYMENT TERMS FOR TRADERS/DISTRIBUTERS/STOCKIEST WILL BE AS PER NON-MSME PAYMENT TERMS ( AS PER SL. NO.III )**

**II. FOR MEDIUM VENDORS: 100 PAYMENT WITHIN 60 DAYS OF ISSUE OF CONSIGNEE RECEIPT CUM-ACCEPTANCE CERTIFICATE (CRAC) AND SUBMISSION OF BILL.**

**III. FOR OTHER SUPPLIERS: 100 PAYMENT WITHIN 90 DAYS OF ISSUE OF CONSIGNEE RECEIPT CUM-ACCEPTANCE CERTIFICATE (CRAC) AND SUBMISSION OF BILL.**

**BHEL HERP WILL MAKE PAYMENTS IN TWO PARTS: -**

**PART-I: BASIC INVOICE VALUE AND ALL OTHER CHARGES (EXCEPT GST AMOUNT) WILL BE PAID AS PER P.O. PAYMENT TERMS.**

**PART-II: GST PORTION OF INVOICE VALUE WILL BE PAID ONLY AFTER FULFILLING FOLLOWING CONDITIONS:**

**(A) PAYMENT OF GST AMOUNT INTO GOVT. ACCOUNT BY SUPPLIER AGAINST INVOICE RAISED TO BHEL.**

**(B) FILING OF GST RETURN**

**(C) DISPLAY OF GST CREDIT AGAINST BHEL GSTIN NO.09AAACB4146P2ZC IN GSTR-2B ON GSTN PORTAL.**

*2.6 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।

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