

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687710364618

अनुबंध तिथि | Generated Date : 20-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4189579](#)

अनुसूची नाम | Schedule Name: Schedule 5, Schedule 3, Schedule 2, Schedule 4, Schedule 1

संगठन विवरण Organisation Details	खरीदार विवरण Buyer 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: 10330014-TP Jhansi	पद Designation : MANAGER संपर्क नंबर Contact No. : 0510-2770001-2574 ईमेल आईडी Email ID : buyer1500.bhelb.up@gembuyer.in जीएसटीआईएन GSTIN : 09AAACB4146P2ZC पता Address : BHEL Khailar, JHANSI, UTTAR PRADESH-284120, 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: SDGM वित्तीय अनुमोदन का पदनाम Designation of Financial Approval: NOT REQUIRED	भुगतान का तरीका Role: PAO भुगतान का तरीका Payment Mode: BHEL पद Designation : DY MANAGER ईमेल आईडी Email ID : pay11.bhelb.up@gembuyer.in जीएसटीआईएन GSTIN : - पता Address: BHEL Khailar, Jhansi, UTTAR PRADESH-284120, 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 : FADP210003099005 कंपनी का नाम Company Name : VENKATESWARA AIR SOLUTION संपर्क नंबर Contact No. : 09443415497 ईमेल आईडी Email ID : airsolution68@gmail.com पता Address : 27,,FRENCH CHAPEL ROAD, Tuticorin (thoothukudi), TAMIL NADU-628001, - एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-TN-26-0008033 एमएसई सामाजिक श्रेणी MSE Social Category : General एमएसई लिंग श्रेणी MSE Gender : Male जीएसटीआईएन GSTIN: 33ACTPP4725E1ZG

*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 : AIR FILTER REGULATOR ब्रांड Brand : JANATIC 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 : BOQ (Q3) मॉडल Model: MC2411 एचएसएन कोड HSN Code: 8479	10	pieces	1,970.05	जीएसटी GST (18%) : 3,005.161 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 GSTI (100%) : 3,005.161 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (0%) : 0	19,700.5
2	उत्पाद का नाम Product Name : PU TUBE -12 MM OD ब्रांड Brand : JANATIC 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	400	meter	103.73	जीएसटी GST (18%) : 6,329.288 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 GSTI (100%) : 6,329.288	41,492

	by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: WH00B12 एचएसएन कोड HSN Code: 3917				जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (0%) : 0	
3	उत्पाद का नाम Product Name : PU TUBE -10 MM OD ब्रांड Brand : JANATIC 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 : BOQ (Q3) मॉडल Model: WH00B10 एचएसएन कोड HSN Code: 3917	400	meter	78.39	जीएसटी GST (18%) : 4,783.119 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%) : 4,783.119 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (0%) : 0	31,356
4	उत्पाद का नाम Product Name : SOLENOID VALVE ब्रांड Brand : ROTEX 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 : BOQ (Q3) मॉडल Model: 51456A-6-2G+0-24V-DC-22 एचएसएन कोड HSN Code: 8481	50	pieces	1,560	जीएसटी GST (18%) : 11,898.305 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%) : 11,898.305 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (0%) : 0	78,000
5	उत्पाद का नाम Product Name : PU TUBE -8 MM OD ब्रांड Brand : JANATIC 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 : BOQ (Q3) मॉडल Model: WH00B08 एचएसएन कोड HSN Code: 3917	800	meter	51.52	जीएसटी GST (18%) : 6,287.186 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%) : 6,287.186 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (0%) : 0	41,216
कुल ऑर्डर मूल्य Total Order Value (in INR)						211,764.5

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 : con874.bhelb.up@gembuyer.in संपर्क Contact : - जीएसटीआईएन GSTIN : - पता Address : BHEL Khailar, JHANSI, UTTAR PRADESH-284120, India	AIR FILTER REGULATOR	-	10	20-Mar-2024	19-May-2024
		PU TUBE -12 MM OD	-	400	20-Mar-2024	19-May-2024
		PU TUBE -10 MM OD	-	400	20-Mar-2024	19-May-2024
		SOLENOID VALVE	-	50	20-Mar-2024	19-May-2024
		PU TUBE -8 MM OD	-	800	20-Mar-2024	19-May-2024

विनिर्देश | Specification1

[विशिष्टता दस्तावेज़ | Specification Document](#)

[क्रेता बीओक्यू दस्तावेज़ | Buyer BOQ Document](#)

[बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन | Compliance of BOQ Specification And Supporting Document](#)

टिप्पणी | Note: Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

टिप्पणी | Note: Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

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 Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

BHEL
 JHANSI
 KHAILAR
 UP
 PIN -284120
 .

2.3 Generic

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

2.4 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 %.

2.5 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.

2.6 Scope of Supply:

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

2.7 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.

2.8 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.

2.9 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 SUPPLIER AT THEIR WORKS

Post Receipt Inspection at consignee site before acceptance of stores:

BY BHEL AT BHEL JHANSI

2.10 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.

2.11 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.

2.12 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

- 1) Duly filled with signed & seal copy of PQR has to be submitted with bid by suppliers (copy of PQR attached below)
- 2) INSPECTION SHALL BE DONE AFTER RECEIPT OF MATERIALS AT OUR STORE.
- 3) WARRANTY REQUIRED : ONE YEAR FROM DATE OF RECEIPT OF MATERIALS AT OUR STORE.
- 4) PAYMENT TERMS: 100 % PAYMENT WITHIN 90 DAYS (45 DAYS FOR MSE / NSIC REGISTERED SUPPLIERS EXCLUDING DEALERS/ TRADERS AS PER RELEVANT ACT IN FORCE) FROM THE DATE OF RECEIPT OF MATERIAL AND SUBMISSION OF CLEAR AND ADMISSIBLE BILL, SUBJECT TO ACCEPTANCE OF MATERIAL AT BHEL ,ON DIRECT PRESENTATION OF THE DOCUMENTS.

2.13 Buyer Added Bid Specific ATC:

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

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.

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.