

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687733255917

अनुबंध तिथि | Generated Date : 26-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4582878](#)

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 : ENGINEER संपर्क नंबर   Contact No. : 0510-2412719- ईमेल आईडी   Email ID : buyer1344.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: Mgr वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval: mgr	Role: PAO भुगतान का तरीका   Payment Mode: BHEL पद   Designation : MANAGER ईमेल आईडी   Email ID : pao104.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 : BXBO210002383499 कंपनी का नाम   Company Name : YOGYA EQUIPMENTS PRIVATE LIMITED संपर्क नंबर   Contact No. : 09616374403 ईमेल आईडी   Email ID : Info@yogyaequipments.in पता   Address : 96, -,Kailash Residency,Vidyapeeth Road,Village/Town:- Maha Kali, City:- Jhansi, JHANSI, UTTAR PRADESH-284001, India एमएसएमई सत्यापित   MSME verified : No एमएसएमई पंजीकरण संख्या   MSME Registration number : UDYAM-UP-39-0001206 एमएसई सामाजिक श्रेणी   MSE Social Category : General एमएसई लिंग श्रेणी   MSE Gender : Male जीएसटीआईएन   GSTIN: 23AABCY2282N1Z2

\*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 : PRESSURE RELIEF VALVE/DEVICE T-6 with Cable gland L Bend, Rain Guard on Switch ब्रांड   Brand : YOGYA 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 : PRESSURE RELIEF VALVE/DEVICE T-6 with Cable gland L Bend, Rain Guard on Switch (Q3) मॉडल   Model: PRESSURE RELIEF VALVE/DEVICE T-6, एचएसएन कोड   HSN Code: 85049010	120	pieces	6,773.2	जीएसटी   GST (18%) : 123,984 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%) : 123,984 जीएसटी उपकर पर आईटीसी 1   ITC on GST Cess 1 (100%) : 0 जीएसटी उपकर पर आईटीसी 2   ITC on GST Cess 2 (100%) : 0	812,784
कुल ऑर्डर मूल्य   Total Order Value (in INR)						812,784

परेषिती विवरण   Consignee Detail						
				लॉट नंबर	दिनांक के बाद डिलीवरी शुरू	वितरण पूरा कब तक करना है   Delivery To

क्र.सं.   S.No	परोक्षता   Consignee	वस्तु   Item	Lot No.	मात्रा   Quantity	करना है   Delivery Start After	Be Completed By
1	<p>पद   Designation : - ईमेल आईडी   Email ID : con72.bhelb.mp@gembuyer.in संपर्क   Contact : - जीएसटीआईएन   GSTIN : - पता   Address : BHEL Khailar, JHANSI, UTTAR PRADESH-284120, India</p>	<p>PRESSURE RELIEF VALVE/DEVICE T-6 with Cable gland L Bend, Rain Guard on Switch</p>	1	40	10-Apr-2024	25-May-2024
			2	40	26-May-2024	24-Jul-2024
			3	40	25-Jul-2024	22-Sep-2024
Product Specification for PRESSURE RELIEF VALVE/DEVICE T-6 with Cable gland L Bend, Rain Guard on Switch						
विनिर्देश   Specification		उप-विनिर्देश   Sub-Spec			मूल्य   Value	
Custom Specification		Custom Specification			Yes	
विक्रेता विशिष्टता दस्तावेज़   Seller Specification Document:						
1. <a href="#">SpecificationDocument1</a>		mkp.gem.gov.in/catalog_data/catalog_support_document/02/35/805/CatalogAttrs/SpecificationDocument/2024/2/16/2024_02_16_11_01_52_priv_2024-02-16-11-01-54_a08954d471c4f4cad52e94b98d5a85e0.pdf				
खरीदार विशिष्टता दस्तावेज़   Buyer Specification Document:						
1. <a href="#">SpecificationDocument</a>		mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/3271628/54/78/703/CatalogAttrs/SpecificationDocument/2024/2/5/pressure_relief_valve_drg-24001v_2024-02-05-14-26-37_30d686779a828e34c5cd26d0c2ff4c13.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.r.o. Items	
1	PRESSURE RELIEF VALVE WITH 2NO 2NC DRG- TR24001V REV.01, TO STYLE - 628135 <a href="#">View</a>	PRESSURE RELIEF VALVE WITH 2NO 2NC DRG- TR24001V REV.01, TO STYLE - 628135			PRV 2 NO&2NC CONTACT(120)	
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						
<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 cope. Seller will invoice Zero GST and GST cess in the invoice to buyer.</p>						
नियम और शर्तें   Terms and Conditions						
1. General Terms and Conditions-						
<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>						
2. Buyer Added Bid Specific Terms and Conditions-						
<p>2.1 Generic</p> <p>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.</p>						
<p>2.2 Inspection</p> <p>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 SUPPLIER AT SUPPLIER'S WORKS / BY BHEL NOMINATED AGENCY

Post Receipt Inspection at consignee site before acceptance of stores:

BY BHEL AT BHEL JHANSI WORKS

### 2.3 Generic

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

Bharat Heavy Electricals Limited ,  
Transformer Plant  
Khailar  
Jhansi  
PIN-284120  
.

### 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.

### 2.5 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 %.

### 2.6 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.

### 2.7 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

1. INSPECTION SHALL BE CARRIED OUT BY BHEL AT BHEL JHANSI.
  2. TEST CERTIFICATE ARE REQUIRED.
  3. STYLE MUST BE MENTIONED ON EACH VALVE PACKING.
- .

### 2.8 Certificates:

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

### 2.9 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.

### 2.10 Scope of Supply:

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

### 2.11 Generic

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

### 2.12 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.

### 2.13 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.

### 2.14 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.

### 2.15 Warranty:

Warranty period of the supplied products shall be 2 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.

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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