

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687703966195

अनुबंध तिथि | Generated Date : 30-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/3814538](#)

अनुसूची नाम | Schedule Name: Schedule 2

संगठन विवरण Organisation 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: HEP Bhopal		खरीदार विवरण Buyer Details पद Designation : 352DM05 संपर्क नंबर Contact No. : 0755-2505615- ईमेल आईडी Email ID : buyer1429.bhelb.mp@gembuyer.in जीएसटीआईएन GSTIN : - पता Address : BHARAT HEAVY ELECTRICAL LTD, PIPLANI, BHOPAL, MADHYA PRADESH-462022, India				
वित्तीय स्वीकृति विवरण Financial Approval Detail आईएफडी सहमति IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: SR MANAGER वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : NA		भुगतान प्राधिकरण विवरण Paying Authority Details Role: PAO भुगतान का तरीका Payment Mode: BHEL पद Designation : DGM ईमेल आईडी Email ID : pao107.bhelb.mp@gembuyer.in जीएसटीआईएन GSTIN : 23AAACB4146P1ZN पता Address: BHARAT HEAVY ELECTRICAL LTD, PIPLANI, Bhopal, MADHYA PRADESH-462022, India भुगतान समयसीमा Payment Timelines: Payments shall be made to the seller within 45 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 : 2232180000393176 कंपनी का नाम Company Name : RAJESHWARI INDUSTRIES PRIVATE LIMITED संपर्क नंबर Contact No. : 02223801595 ईमेल आईडी Email ID : rajinduspl@gmail.com पता Address : shop no 3, Ground Floor,Chandan Height, Building no 3/7/9, 1st carpenter street,,near Goldeval Mandir,Nall Bazar,, Mumbai, MAHARASHTRA-400004, - एमआईआई स्थिति MII Status : True एमएसएमई सत्यापित MSME verified : Yes एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-MH-19-0021378 एमएसई सामाजिक श्रेणी MSE Social Category : General एमएसई लिंग श्रेणी MSE Gender : Male जीएसटीआईएन GSTIN: 27AAHCR2634P1ZV						
*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 : CS PIPE FITTINGS (AS PER ANNEXURE-B) ब्रांड Brand : RIPL 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 : CS PIPE FITTINGS (AS PER ANNEXURE-B) (Q3) मॉडल Model: CS PIPE FITTINGS (AS PER ANNEXURE-B) एचएसएन कोड HSN Code: HSN not specified by seller	1	set	42,318	NA	42,318
कुल ऑर्डर मूल्य Total Order Value (in INR)						42,318
परोक्षी विवरण Consignee Detail						
					दिनांक के बाद डिलीवरी शुरू	वितरण पूरा कब तक करना है।

क्र.सं. S.No	प्रेषणी Consignee	वस्तु Item	लॉट नंबर Lot No.	मात्रा Quantity	करना है Delivery Start After	Delivery To Be Completed By
1	पद Designation :- ईमेल आईडी Email ID : con502.bhelb.mp@gembuyer.in संपर्क Contact : 0755-2502670- जीएसटीआईएन GSTIN :- पता Address : BHARAT HEAVY ELECTRICAL LTD, PIPLANI, BHOPAL, MADHYA PRADESH-462022, India	CS PIPE FITTINGS (AS PER ANNEXURE-B)	-	1	30-Mar-2024	28-Jun-2024
Product Specification for CS PIPE FITTINGS (AS PER ANNEXURE-B)						
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/30/42/708/CatalogAttrs/SpecificationDocument/2023/8/31/2023_08_31_16_34_13_bid_document_2023-08-10-16-14-3_2023-08-31-16-34-14_41abf3136c8c066c6bfa575becd50359.pdf				
खरीदार विशिष्टता दस्तावेज़ Buyer Specification Document:						
1. SpecificationDocument		mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/3987180/54/78/703/CatalogAttrs/SpecificationDocument/2023/8/10/bid_document_2023-08-10-16-29-53_88b37d964499e166e6975a871169a2c2.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.ro. Items			
1	Specification and Quality Plan View	Please read specification and QP carefully and fill the checklist given in the specification and submit along with QP. Ensure seal and sign on all the pages. Non Submission / Improper filling of checklist your offer will not consider further and liable for rejection.	BOQ ITEM 1 CS PIPE FITTINGS (AS PER ANNEXURE-A)(1)	CS PIPE FITTINGS (AS PER ANNEXURE-B)(1)		
2	Make In India Certificate Format View	Please fill completely , MII certificate as per format given here. Non Submission / Improper filling of MII certificate your offer will not consider further and liable for rejection.	BOQ ITEM 1 CS PIPE FITTINGS (AS PER ANNEXURE-A)(1)	CS PIPE FITTINGS (AS PER ANNEXURE-B)(1)		
3	Annexure-A View	BOQ Item 1 to be supplied in 1 set consist of all the items given in the Annexure-A - Preferred make is applicable for Annexure-A	BOQ ITEM 1 CS PIPE FITTINGS (AS PER ANNEXURE-A)(1)			
4	Annexure-B View	BOQ Item 2 to be supplied in 1 set consist of all the items given in the Annexure-B	CS PIPE FITTINGS (AS PER ANNEXURE-B)(1)			
5	Preferred make View	Preferred make is applicable for Annexure-A	BOQ ITEM 1 CS PIPE FITTINGS (AS PER ANNEXURE-A)(1)			
6	Documents required for Approval View	Documents required for Approval - Applicable for Annexure-A	BOQ ITEM 1 CS PIPE FITTINGS (AS PER ANNEXURE-A)(1)			
ईपीबीजी विवरण ePBG Detail						
सलाहकार बैंक Advisory Bank :						NA
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):						NA
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

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 %.

2.3 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.

2.4 Generic

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

2.5 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.

2.6 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.

2.7 Scope of Supply

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

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 100% of total value.

2.9 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.

2.10 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):

TUV/INTERTEK/BHEL/CUSTOMER

Post Receipt Inspection at consignee site before acceptance of stores:

BHEL BHOPAL

2.11 Inspection

Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER): 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. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. 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. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages.

When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer

nominated Inspection agency.

2.12 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.

2.13 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.

2.14 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.

2.15 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

1. Pipe Fittings must be supplied in complete Set as per Annexure-A (230nos) and Annexure-B (348nos). Supply of partial qty is not allowed and acceptable.
2. For Annexure-A, preferred make is applicable.
3. Materials to be supplied at BHEL Bhopal, Madhya Pradesh. Dispatch clearance must required from BHEL Bhopal before sending the material.
4. Prices must be submitted for One Set of Annexure-A (230nos) and One Set of Annexure-B (348nos.) inclusive of freight & insurance and GST as per GeM provision.
5. Delivery Period Strictly as per Gem Enquiry. Any Deviation in Delivery Offer is liable for rejection.
6. Inspection is must and should be carried out by BHEL appointed TPIA (TUV/INTERTEK) or BHEL or Customer .
7. Make In India certificate must be submitted as per attached format else offer will be rejected. No Clarification will be done on Gem for MII Certificate submission.
8. Product Specification HT00205 rev09 checklist along with the QP must be filled with seal & sign else offer will be rejected. No Clarification will be done on Gem for checklist submission.
9. Recent UDYAM Certificate must be submitted to get MSE benefit.
10. Payment Terms: 100% of supply payment within 90 days from the date of receipt of material / 45 days in case of MSE vendor.
11. Please note that deviation in commercial terms is not allowed and acceptable. All conditions delivery, payment etc shall be as per GeM enquiry and GeM GTC only. Any Commercial Deviation offer will be rejected without any clarification.

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.