

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687745176082

अनुबंध तिथि | Generated Date : 03-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4688107](#)

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: HEP Bhopal	पद   Designation : 358DM03 संपर्क नंबर   Contact No. : 0755-2502052- ईमेल आईडी   Email ID : buyer1487.bhelb.mp@gembuyer.in जीएसटीआईएन   GSTIN : 23AAACB4146P1ZN पता   Address : BHARAT HEAVY ELECTRICAL LTD, PIPLANI, BHOPAL, MADHYA PRADESH-462022, 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: MANAGER वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval: MANAGER	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 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 : TC9Z200001914960 कंपनी का नाम   Company Name : M K ENTERPRISES संपर्क नंबर   Contact No. : 09827055478 ईमेल आईडी   Email ID : divyasteels2@gmail.com पता   Address : PLOT NO. 13, INDUSTRIAL AREA, SECTOR-H, INDUSTRIAL AREA, Village/Town:- GOVINDPURA, City:- BHOPAL, BHOPAL, MADHYA PRADESH-462023, India एमएसएमई सत्यापित   MSME verified : No एमएसएमई पंजीकरण संख्या   MSME Registration number : UDYAM-MP-10-0004799 एमएसई सामाजिक श्रेणी   MSE Social Category : General एमएसई लिंग श्रेणी   MSE Gender : Male जीएसटीआईएन   GSTIN: 23AETPM2022H1ZO

\*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 : ERW BLACK STEEL TUBE ( 15 MM / NB MEDIUM DUTY) (Q3) , 1.23 KG / METER ब्रांड   Brand : NA 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 : ERW BLACK STEEL TUBE ( 15 MM / NB MEDIUM DUTY) (Q3) , 1.23 KG / METER (Q3) मॉडल   Model: ERW BLACK STEEL TUBE(MEDIUM DUTY) (Q3) एचएसएन कोड   HSN Code: 7306	1,500	meter	107	जीएसटी   GST (18%) : 24,483.051 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%) : 24,483.051 जीएसटी उपकर पर आईटीसी 1   ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2   ITC on GST Cess 2 (0%) : 0	160,500
कुल ऑर्डर मूल्य   Total Order Value (in INR)						160,500

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

क्र.सं.   S.No	प्रेषिती   Consignee	वस्तु   Item	Lot No.	मात्रा   Quantity	करना है   Delivery Start After	Be Completed By
1	पद   Designation :- ईमेल आईडी   Email ID : con158.bhelb.mp@gembuyer.in संपर्क   Contact : 0755-2502702- जीएसटीआईएन   GSTIN :- पता   Address : BHARAT HEAVY ELECTRICAL LTD, PIPLANI, BHOPAL, MADHYA PRADESH-462022, India	ERW BLACK STEEL TUBE ( 15 MM / NB MEDIUM DUTY) (Q3) , 1.23 KG / METER	-	1,500	03-Apr-2024	03-May-2024
Product Specification for ERW BLACK STEEL TUBE ( 15 MM / NB MEDIUM DUTY) (Q3) , 1.23 KG / METER						
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/07/61/522/CatalogAttrs/SpecificationDocument/2024/3/4/2024_03_04_10_44_03_pqr_2024-02_2024-03-04-10-44-07_a26d2de8b568f273468320c8b5364f0f.pdf				
खरीदार विशिष्टता दस्तावेज़   Buyer Specification Document:						
1. <a href="#">SpecificationDocument</a>		mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/1257555/54/78/703/CatalogAttrs/SpecificationDocument/2024/2/24/pqr_2024-02-24-14-02-18_912d3d75c2ce58779e7a2ebb4debc5bc.pdf				
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-						
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.						
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 <i>Generic.</i> 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 %.						
2.2 <i>Scope of Supply.</i> Scope of supply (Bid price to include all cost components) : Only supply of Goods						
2.3 <i>Certificates.</i> 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.						
2.4 <i>Buyer Added Bid Specific ATC.</i> Buyer Added text based ATC clauses						
(1) Completely filled, SEALED & SIGNED copy of PQR and Spec along with documents mentioned therein to be submitted along with Techno-commercial Bid.						

**(2) Payment Terms shall be as follows:**

**100% Payment in days of Receipt as given in the Table below, subject to acceptance of material and relevant documents at BHEL.**

Sl. no.	Type of Bidder	Payment Terms (Number of Days)
1	Micro & Small Enterprises (MSEs)	45 Days
2	Medium Enterprises	60 Days
3	Non MSME	90 Days

**# Note: MSE and Medium Enterprises benefit shall be given to Manufacturer of Tender Item (s).**

**(3) Seller shall arrange to send following to the Consignee: Original Tax invoice (Buyer's copy and duplicate for Transporter), GEM Invoice, Commercial Invoice in duplicate, Consignee Copy of LR & 2 sets each of Packing List, Guarantee / Warranty Certificate, O & M Manuals (where applicable), immediately on despatch of the goods.**

**(4) Any deviation in Terms & Condition given by Bidders in any place on their documents shall not be accepted in this Tender and the conditions contained in this Tender, including special conditions, if any, for this Enquiry shall only prevail. Such Bid who has quoted deviation in Terms & Condition shall not be considered for further evaluation.**

**(5) "The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL web site [www.bhel.com](http://www.bhel.com).**

**1.0 Integrity commitment, performance of the contract and punitive action thereof:**

**1.1. Commitment by BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity. Guidelines for Suspension of Business Dealings with Suppliers/ Contractors AA/MM/SB/01 Rev: 02 amdt. 03 Dated: 15-03-2023 Page 17 of 18 (SOURCING STRATEGY & POLICY).**

**1.2. Commitment by Bidder/ Supplier/ Contractor:**

**1.2.1. The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.**

**1.2.2. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.**

**1.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.**

**If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in malpractices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on [www. bhel.com](http://www.bhel.com) and/or under applicable legal provisions".**

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.