

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687733684698

अनुबंध तिथि | Generated Date : 05-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4330685](#)

संगठन विवरण   Organisation Details		खरीदार विवरण   Buyer Details	
प्रकार   Type :	Central PSU	पद   Designation :	BuyerH13
मंत्रालय   Ministry :	Ministry of Heavy Industries and Public Enterprises	संपर्क नंबर   Contact No. :	0891-2881316-
विभाग   Department :	Department of Heavy Industry	ईमेल आईडी   Email ID :	buycon2268.bhelb.ap@gembuyer.in
संगठन का नाम   Organisation Name :	Bharat Heavy Electricals Limited (BHEL)	जीएसटीआईएन   GSTIN :	37AAACB4146P7Z8
कार्यालय क्षेत्र   Office Zone:	10380038-Heavy Plates & Vessels Plant	Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam - 530012 (AP), India.,	VISAKHAPATNAM, ANDHRA PRADESH-530012, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail		भुगतान प्राधिकरण विवरण   Paying Authority Details	
आईएफडी सहमति   IFD Concurrence :	No	Role:	PAO
प्रशासनिक अनुमोदन का पदनाम	DGM	भुगतान का तरीका	BHEL
Designation of Administrative Approval:	senior manager	Payment Mode:	
वित्तीय अनुमोदन का पदनाम		पद   Designation :	PAO1
Designation of Financial Approval :		ईमेल आईडी   Email ID :	pao23.bhelb.ap@gembuyer.in
		जीएसटीआईएन   GSTIN :	37AAACB4146P7Z8
		पता   Address:	Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam - 530012 (AP), India.,
			Visakhapatnam, ANDHRA PRADESH-530012, India

विक्रेता विवरण   Seller Details	
जेम विक्रेता आईडी   GeM Seller ID :	67Y5210002105980
कंपनी का नाम   Company Name :	ALLWEILER INDIA PRIVATE LIMITED
संपर्क नंबर   Contact No. :	08420186323
ईमेल आईडी   Email ID :	r.sakthivel@circor.com
पता   Address :	Plot No 1,22,23, 653/1, Somnath Co-op. Industrial Society, Kanchigam Road, Dabhel, Daman, Union Territory of Daman & Diu, India, Dabhel, Daman, DAMAN AND DIU -396210, Somnath Co-op, Daman, DADRA AND NAGAR HAVELI-396210, -
एमआईआई स्थिति   MII Status :	True
एमएसएमई सत्यापिता   MSME verified :	No
एमएसएमई पंजीकरण संख्या   MSME Registration number :	UDYAM-MH-19-0000126
एमएसई सामाजिक श्रेणी   MSE Social Category :	General
एमएसई लिंग श्रेणी   MSE Gender :	Male
जीएसटीआईएन   GSTIN:	26AABCT7703K1Z7

\*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 : Three Screw Pump ब्रांड   Brand : Three Screw Pump ब्रांड ट्राकर   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 चतुर्भाँश   Category Name & Quadrant : Three Screw Pump (Q3) मॉडल   Model: T3ST एचएसएन कोड   HSN Code: HSN not specified by seller	2	pieces	348,500	NA	697,000
कुल ऑर्डर मूल्य   Total Order Value (in INR)						697,000

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	वितरण पूरा कब तक करना है   Delivery To Be

					Delivery Start After	Completed By
1	<p>पद   Designation :- ईमेल आईडी   Email ID : buyer1073.bhelb.ts@gembuyer.in संपर्क   Contact : 0891-2881369- पता   Address : Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam - 530012 (AP), India., VISAKHAPATNAM, ANDHRA PRADESH-530012, India</p>	Three Screw Pump	-	2	05-Apr-2024	26-Jul-2024

#### Product Specification for Three Screw Pump

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

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

1. <a href="#">SpecificationDocument1</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/17/80/714/CatalogAttrs/SpecificationDocument/2023/7/5/2023_07_05_17_13_27_three-screw-pump_2023-07-05-17-13-33_80a0ef3ff6b1f32dd6875fe0fb1dd76a.pdf
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#### खरीदार विशेषता दस्तावेज़ | Buyer Specification Document:

1. <a href="#">SpecificationDocument</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/1312197/54/78/703/CatalogAttrs/SpecificationDocument/2023/12/12/gem_uploading_doc_lid_talcher_2023-12-12-10-53-59_f2c5d811441ecfe7b4b9b4667d1e2a0b.pdf
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#### शुद्धिपत्र | Corrigendum

- तक बढ़ाया गया | Extended Upto : 2023-12-29 14:00:00
- तक बढ़ाया गया | Extended Upto : 2024-01-06 14:00:00
- तक बढ़ाया गया | Extended Upto : 2024-01-24 14:00:00
- तक बढ़ाया गया | Extended Upto : 2024-01-31 14:00:00

#### ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक   Advisory Bank :	State Bank of India
ईपीबीजी प्रतिशत (%)   ePBG Percentage(%):	10.00
बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा   The bidder shall furnish ePBG as applicable as per bid's terms and conditions	

#### 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 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

## Buyer Added Bid Specific ATC

**Scope Description:** Supply of LDO Pump with motor and base frame for M/s. NTPC Talcher Aux. Boiler Project (S O -7936)

**BHEL Enquiry No.:** H132300072 **Dt. 11.12.2023**

**Project :** M/s. NTPC Talcher Aux. Boiler Project (S O -7936)

#### INSTRUCTIONS TO BIDDERS

- a) Bidder shall submit Categorical Confirmation of Pre-Qualification Criteria (PQC), Instructions to bidders (ITB), Special Terms and Conditions and TD C/Technical Specifications. Bidder shall comply to all the additional clauses mentioned in GeM Bid Document. The offers of those bidders who do not comply with all the clauses in total are likely to be rejected. Documents submitted with the offer shall be signed and stamped on each page by an authorised representative of the vendor.
- b) Bidder shall follow GeM general term and conditions and submit the offer <https://gem.gov.in/page/detail/34>.
- c) All the terms and conditions mentioned in Instructions to bidders (ITB), Special terms and conditions & TDC/Technical Specifications shall supersede any other similar terms quoted elsewhere.
- d) **QUOTED PRICE:** - Bidder shall quote the Price inclusive of P&F, Freight, Transit Insurance, GST, GeM transaction charges after order placement and any other taxes.
- e) The scope of supply and work must adhere strictly to the provided Technical Delivery Conditions (TDC) /Technical specifications.
- f) **Mandatory Documents to be uploaded by Bidder:** Signed and stamped copy of Pre-Qualification Criteria (PQC), Instructions to bidders (ITB), Special Terms and Conditions and TDC/Technical Specifications, and the bidder's offer.
- g) Vendor should submit either No Deviation Certificate or Deviation sheet mandatorily.
- h) **Contact Details:** - For any Technical queries: Mr. Y Srinivasa Rao (0891-288 1105), / For any commercial/GeM queries: Mr. Rajesh Padhee (0891-288 1316). Vendor shall provide contact details with offer for further correspondence.

#### SPECIAL TERMS AND CONDITIONS

- 1) **Delivery Basis:** FOR, BHEL, **HPVP Visakhapatnam**
- 2) **Delivery Period:** The delivery period shall be **16 weeks** from the date of the purchase order to the date of material receipt.
- 3) **Payment terms:** Payment shall be as follows:
  - a) Micro & Small Enterprises (MSEs) -- 45 Days from date of material acceptance (CRAC)
  - b) Medium Enterprises ---60 Days from date of material acceptance (CRAC)
  - c) Non MSME ---90 Days from date of material acceptance (CRAC)
- 4) **Bid Evaluation:** Bids shall be evaluated on total package basis.
  - Customer (M/s NTPC) approved vendors of "LDO Pump with motor" only shall be considered for evaluation. Any other offers received other than customer approved vendors shall not be considered for evaluation.
- 5) **Quality Plan:** Vendor' has to submit the quality plan for BHEL review and approval.
- 6) **Inspection:** Inspection will be carried out by BHEL / BHEL Authorized TPIA and/or Customer TPIA as per ITP/QAP. TPIA Charges will be borne by BHEL, provided Inspection is carried out in India.

Supplier needs to register at BHEL online portal i.e. [www.cqir.bhel.in](http://www.cqir.bhel.in) for offering Inspection call as and when material is ready according to contract. On readiness of ordered material, the supplier shall raise inspection call request with a minimum period of 07 working days to the authorized representative of the purchaser for inspection / witnessing the testing as envisaged in P.O. Inspection Charges shall be borne by BHEL if inspection is within India.

BHEL representative either from HPVP Unit or Corporate Quality is authorized to carry out audits at supplier's works before providing the dispatch clearance.

After completion of the Inspection at works respectively, suppliers need to send the scanned copies of TC's, Inspection reports and other applicable Test Reports in accordance with TDC/Technical specifications to BHEL with duly endorsed by Inspecting authority for obtaining the material dispatch clearance.

BHEL or its authorized representative shall be entitled to carry out inspection of material and workmanship at supplier's premises or at his sub-contractor's premises at all reasonable times during execution of the contract and before dispatch clearance; Such inspection, examination and testing, if made, shall not absolve the vendor from his obligations under the contract.
- 7) **Guarantee Clause:** Guarantee period shall be 18 months from the date of supply or 12 months from the date of commissioning whichever is earlier. If any defect is noticed during the above period, the same shall be rectified / replaced free of cost on FOR delivery location within a reasonable time.
- 8) **Performance bank Guarantee:** To include PBG clause (with following details):

- a) **Advisory Bank: State Bank of India**
- b) **Duration of ePBG(Warranty): 12 months**
- c) **Performance Bank Guarantee shall be submitted for 10% of order value along with invoice for last dispatch valid till end of guarantee period with a claim period of 12 months thereafter.**
- d) **Vendor to instruct their PBG issuing bank to send the Original Performance Bank Guarantee directly to BHEL-HPVP-Visakhapatnam.**

9) **Offer Rejection:** Any deviations in the offer w.r.t payment/LD/ or any other terms which leads to loading will be liable for rejection. Please note that there is no provision of loading criteria in GeM Portal. Hence, any other documents/quotations will not be considered during evaluation.

10) **Documentation:** During bidding stage, vendor shall submit all the tender documents like TDC, Specifications, QAP & Special terms and conditions etc. duly signed and stamped. Offers without sign and stamp will not be considered for evaluation. After placement of Contract, Vendor shall submit data sheet, drawings & QAP to BHEL within 7 days from PO date for review and approval.

11) **LD Clause:** As per Standard GeM General terms and conditions

12) **Risk Purchase:** The delivery period stated shall be realistic and shall be strictly adhered to. If the deliveries are not maintained and if on the account, this company is forced to buy the materials elsewhere to avoid any loss or damage that the company may sustain thereby the purchaser is entitled to procure the material at the risk and cost of the seller, which shall be recovered from them out of due of this PO / Contract, any other PO / Contract with BHEL and balance amount if any shall be required to be deposited by the vendor.

13) All other clauses shall be as per GeM General terms and conditions.

14) **Linking up of old Issues** In case if bidder has any outstanding problems with earlier supplies, bidder should not linkup against this enquiry or PO at later stages.

15) **CONFLICT OF INTEREST AMONG BIDDERS / AGENTS**

A bidder shall not have conflict of interest with others bidders. Such conflict of Interest can lead to anti-competitive practices to the detriment of procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) They have controlling partner (s) in common; or
- b) They receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) They have the same legal representative/agent for purposes of this bid; or
- d) They have relationship with each other, directly or through common third Parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/Assemblies from one bidding manufacturer in more than one bid; or
- f) In cases of agents quoting in offshore procurements, on behalf of their Principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:

1. The principal manufacturer directly or through one Indian agent on his behalf; and

2. Indian/foreign agent on behalf of only one principal;

Or

g) A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the bid; or

In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership /management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

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.