

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687754877640

अनुबंध तिथि | Generated Date : 13-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4430967](#)

अनुसूची नाम | Schedule Name: 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: Boiler Auxiliaries Plant Ranipet	पद   Designation : DEPUTY ENGINEER संपर्क नंबर   Contact No. : 04172-284431- ईमेल आईडी   Email ID : buyer1300.bhelb.tn@gembuyer.in जीएसटीआईएन   GSTIN : 33AAACB4146P2ZL पता   Address : INDIRA GANDHI COMPLEX, VELLORE, TAMIL NADU-632406, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail	भुगतान प्राधिकरण विवरण   Paying Authority Details
आईएफडी सहमति   IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम   SDGM/ PURCHASE Designation of Administrative Approval: वित्तीय अनुमोदन का पदनाम   MGR/ FINANCE Designation of Financial Approval :	Role: PAO भुगतान का तरीका   BHEL Payment Mode: पद   Designation : D haribabu ईमेल आईडी   Email ID : pao25.bhelb.tn@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address: INDIRA GANDHI INDUSTRIAL COMPLEX BOILER AUXILIARIES PLANT RANIPET, Vellore, TAMIL NADU-632406, India 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) भुगतान समयसीमा   Payment Timelines:

विक्रेता विवरण   Seller Details
जेम विक्रेता आईडी   GeM Seller ID : 2392200001329266 कंपनी का नाम   Company Name : LAHA INDUSTRIES संपर्क नंबर   Contact No. : 09830619947 ईमेल आईडी   Email ID : lahaindustries2018@gmail.com पता   Address : ICHAPUR MAJHER PARA,PURBA PARA,SANTRAGACHI,HOWRAH, Howrah, WEST BENGAL-711104, - एमएसएमई पंजीकरण संख्या   MSME Registration number : UDYAM-WB-08-0004910 एमएसई सामाजिक श्रेणी   MSE Social Category : General एमएसई लिंग श्रेणी   MSE Gender : Male जीएसटीआईएन   GSTIN: 19AAZPL3308H1Z9 (R) , (M)

\*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 : ANY PRODUCT AS PER DRG. ब्रांड   Brand : SELF 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 : ANY PRODUCT AS PER DRG. (Q3) मॉडल   Model: MISCELLANEOUS एचएसएन कोड   HSN Code: 8483	5	pieces	185,220	NA	926,100
कुल ऑर्डर मूल्य   Total Order Value (in INR)						926,100

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	वितरण पूरा कब तक करना है   Delivery To Be

					After	Completed By
1	पद   Designation :- ईमेल आईडी   Email ID : buycon1105.bhelb.tn@gembuyer.in संपर्क   Contact : 04172-241199- जीएसटीआईएन   GSTIN :- पता   Address : INDIRA GANDHI COMPLEX, VELLORE, TAMIL NADU-632406, India	ANY PRODUCT AS PER DRG.	-	5	13-Apr-2024	12-Jul-2024
Product Specification for ANY PRODUCT AS PER DRG.						
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/75/10/362/CatalogAttrs/SpecificationDocument/2021/7/7/2021_07_07_21_38_53_po_2021-07-07-21-38-55_4c31e8e2473ff2d41c71c9994d36e746.pdf				
खरीदार विशिष्टता दस्तावेज़   Buyer Specification Document:						
1. <a href="#">SpecificationDocument</a>		mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/2458804/54/78/703/CatalogAttrs/SpecificationDocument/2024/1/3/tender_document_2024-01-03-17-03-46_925598c060cd59a9f2bc15a000893f18.pdf				
शुद्धिपत्र   Corrigendum						
1. तक बढ़ाया गया   Extended Upto : 2024-01-27 16:00:00						
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 <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 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						
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.						
2.3 Generic						
Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.						
2.4 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.						
2.5 Generic						
The seller is required to print logo as per buyer's requirement.						
2.6 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.

## 2.7 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.

## 2.8 Scope of Supply:

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

## 2.9 Turnover:

Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

## 2.10 Turnover:

OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

## 2.11 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.

## 2.12 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

Buyer Added text based ATC clauses

- 1) The Bidder has to quote the Landed Price inclusive of Packing, Forwarding, taxes, duties, freight, insurance & all other applicable charges on per Number basis.
- 2) Bidder fulfilling the PQR criteria shall only qualify for this bid.
- 3) Payment term will be as follows For Micro & Small Vendors (MSEs) – within 45 days of issue of consignee receipt –cum-acceptance certificate(CRAC)/SRV. For Medium Enterprises – within 60 days of issue of consignee receipt –cum-acceptance certificate(CRAC)/SRV. For Non-MSE Vendors – within 90 days of issue of consignee receipt –cum-acceptance certificate (CRAC)/SRV.

4) Bidder has to submit sealed and signed copy of all the documents attached under " Buyer added Bid Specific Additional Scope of Work".

5) Conflict of interest

" A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anticompetitive 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 authorise 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
- h) 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. "

Bidder to indicate if any of the point a to h is applicable or else declare that none is applicable to best of their knowledge

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Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.