

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687770148766

अनुबंध तिथि | Generated Date : 15-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4570952](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्रकार 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 : 10040025-C F P RUDRAPUR	पद Designation : Manoj Kumar Joshi संपर्क नंबर Contact No. : 05944-257222- ईमेल आईडी Email ID : buyer143.bhelb.ua@gembuyer.in जीएसटीआईएन GSTIN : 05AAACB4146P1ZL पता Address : BHEL Rudrapur, Kichha By Paas Road Near- FCI Godown, Distt- Udham Singh Nagar, Uttarakhand, UDHAM SINGH NAGAR, UTTARAKHAND-263153, 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: MANISH PANT- DGM वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : SACHIN KUMAR-MANAGER	Role: PAO भुगतान का तरीका Payment Mode: BHEL पद Designation : Manager ईमेल आईडी Email ID : pay6.bhelb.ua@gembuyer.in जीएसटीआईएन GSTIN : 05AAACB4146P1ZL पता Address : BHEL Rudrapur, Kichha By Paas Road Near- FCI Godown, Distt- Udham Singh Nagar, Uttarakhand, Udhham Singh nagar, UTTARAKHAND-263153, India

विक्रेता विवरण Seller Details
जेम विक्रेता आईडी GeM Seller ID : WBWR230008782944 कंपनी का नाम Company Name : HEXA संपर्क नंबर Contact No. : 09914249574 ईमेल आईडी Email ID : vipulgupta@nutandbolt.in पता Address : 536/26/2,HEXA,SUA ROAD,INDUSTRIAL AREA-C, Ludhiana, PUNJAB-141010, - एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-PB-12-0100596 एमएसई सामाजिक श्रेणी MSE Social Category : General एमएसई लिंग श्रेणी MSE Gender : Male जीएसटीआईएन GSTIN: 03AZCPG7719D1ZS (R) , (M)

*जिसके नाम के पक्ष में GST/TAX इनवाइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Consignee

वितरण निर्देश | Delivery Instructions : NA

#	आइटम विवरण Item Description	आइटम विवरण Ordered Quantity	इकाई Unit	इकाई मूल्य 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 : Galvanized Fastener Set (01 Bolt, 01 Nut, 02 Punched Washers &01 Spring Washer) , M16 X 65, Class 8. ब्रांड Brand : HEXA 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 : Galvanized Fastener Set (01 Bolt, 01 Nut, 02 Punched Washers &01 Spring Washer) , M16 X 65, Class 8. (Q3) मॉडल Model: RFB एचएसएन कोड HSN Code: HSN not specified by seller	2,000	kilogram	138.85	NA	277,700
कुल ऑर्डर मूल्य Total Order Value (in INR)						277,700

क्र.सं. S.No	परोक्षिती Consignee	वस्तु Item	लॉट नंबर Lot No.	मात्रा Quantity	दिनांक के बाद डिलीवरी शुरू करना है Delivery Start After	वितरण पूरा कब तक करना है Delivery To Be Completed By
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1	पद Designation :- ईमेल आईडी Email ID : buycon192.bhelb.ua@gembuyer.in संपर्क Contact :- जीएसटीआईएन GSTIN :- पता Address : BHEL Rudrapur, Kichha By Paas Road Near- FCI Godown, Distt- Udhamasingh Nagar, Uttarakhand, UDHAM SINGH NAGAR, UTTARAKHAND-263153, India	Galvanized Fastener Set (01 Bolt, 01 Nut, 02 Punched Washers &01 Spring Washer) , M16 X 65, Class 8.	-	2,000	15-Apr-2024	30-May-2024
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Product Specification for Galvanized Fastener Set (01 Bolt, 01 Nut, 02 Punched Washers &01 Spring Washer) , M16 X 65, Class 8.

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/66/60/508/CatalogAttrs/SpecificationDocument/2024/2/15/2024_02_15_11_23_12_docscanner_14-feb-2024_1-49_pm_2024-02-15-11-23-14_a81a1ae559e067d98d1fec4605258680.pdf
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खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

1. DrawingDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/1213951/54/78/703/CatalogAttrs/DrawingDocument/2024/2/2/applicable_standards_for_gi_hardware_set_2024-02-02-14-14-27_ac9e8f8aaf4c0f8d365541e228d7faa5.pdf
2. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/1213951/54/78/703/CatalogAttrs/SpecificationDocument/2024/2/2/item_description_2024-02-02-14-14-27_1b6ece8d452a7159b91c455537ee74e0.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.co. Items
1	Applicable standards for M16x65 Galvanized fastener set View	a) Hex headed screw - as per Corp. Standard No. AA7121123. b) Spring washer- as per Corp. Standard No. AA7164001. c) Punched washer - as per Corp. Standard No. AA7161005. d) Hexagonal Nut - as per Corp. Standard No. AA7151115.	Galvanized Fastener Set (01 Bolt, 01 Nut, 02 Punched Washers &01 Spring Washer) , M16 X 65, Class 8.1(8000)
2	Quality Assurance Plan Applicable for G I Hardware View	Quality Assurance Plan Applicable for G I Hardware	Galvanized Fastener Set (01 Bolt, 01 Nut, 02 Punched Washers &01 Spring Washer) , M16 X 65, Class 8.1(8000)
3	Gazettee -Bolts, Nuts and Fasteners View	Gazettee -Bolts, Nuts and Fasteners	Galvanized Fastener Set (01 Bolt, 01 Nut, 02 Punched Washers &01 Spring Washer) , M16 X 65, Class 8.1(8000)

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.

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.

2.4 Scope of Supply.

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

2.5 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.

2.6 Warranty.

Warranty period of the supplied products shall be as given in specifications 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.

2.7 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

Required Quantity-

M16x 65 Galvanized Fastener Set -8000 KG

1. Bidder must submit signed and sealed copy of attached corporate standard, specifications and quality plan along with offer as a proof of acceptance.
2. Material must be dispatched in proper packed conditions with suitable identification
For M16 X 65 Fastener set- Single packing should not exceed more than 30 kg.
3. All fasteners shall be dispatched in assembled condition.
For M16 x 65 Galvanized Fastener- Each set of hardware comprises 01 screw/Bolt, 01 nut, 02 punched washers & 01 spring washer of same size of concern screw/bolt.
4. Following standards shall be applicable (For M16X65 Galvanized fastener set)-
 - a. Hex headed screw- as per Corp. Standard No. AA7121123.
 - b. Spring washer - as per Corp. Standard No. AA7164001.
 - c. Punched washer - as per Corp. Standard No. AA7161005.
 - d. Hexagonal Nut - as per Corp. Standard No. AA7151115.
5. **Finish: GALVANIZING COATING SHALL BE AS PER IS 1367 PART-13.**
ALL THE COMPONENTS SHALL BE HOT DIP GALVANISED AS PER IS:2629.
ALL THE COMPONENTS MUST PASS THE DIP TEST AS PER IS:2633
6. **The bidders have to follow all the legal compliances (if any) related to a particular standard as per Gazette (Of India) notification(s) time to time.**
7. **PAYMENT TERMS:**
100% as per below specified days after the receipt and subject to acceptance of material through EFT.

Type of Bidder	Payment Terms
Micro & Small Enterprises (MSEs)	45 days
Medium Enterprises	60 days
Non MSME	90 days

MSME vendors may opt for payment through TReDS (Trade Receivables Discounting System). For details please visit www.rxil.in

No overdue interest shall be payable by BHEL.

Bidder must attach UDYAM certificate along with bid to confirm their category.

8. Price Basis -Firm Till delivery of material.
9. Any deviation regarding extra GST on quoted rates, payment term, delivery schedule, LD shall not be considered in any circumstances. Delivery schedule as mentioned in GeM-bid shall only be applicable. **GST, LD terms shall be applicable only of GeM.**
10. **It is to be noted that as per General Terms & Conditions of GeM, quoted rates in bid/RA are inclusive of taxes, freight, insurance etc.** If any bidder mentions extra GST, freight, insurance in technical bid/catalogue, this shall not be considered valid and no further clarifications shall be sought thereof.
11. GUARANTEE SHALL BE 18 MONTHS FROM SUPPLY OR 12 MONTHS FROM COMMISSIONING WHICHEVER IS EARLIER.
12. **Pre-Dispatch Inspection** shall be carried out by BHEL/BHEL authorized TPIA (Third Party Inspection Agency) at Suppliers works. Supplier shall intimate (raise inspection call on BHEL CQ Portal- <https://cqir.bhel.in/>) about material readiness well in advance (at least 04 days before) for enabling BHEL to conduct pre-dispatch inspection.
Material shall be dispatched only after written clearance from BHEL. However, material shall be accepted after final inspection by BHEL at BHEL Rudrapur/BHEL site and availability of all relevant documents like GST Invoice, Test Certificate, guarantee certificate and Packing list etc.
Refer Quality Assurance Plan (QAP) No-CFP/QP/BOI/GF/01 dt:-04.05.2023 for inspection.
13. Test Certificates shall be required from supplier in compliance with relevant standards.
14. Tender shall be awarded item wise based on quoting lowest price basis and to techno-commercially qualified bidder(s) only.
15. By making a bid pursuant to the Tender Documents, the bidder / tenderer shall be deemed to have declared that the bidder / tenderer has not made any commercial deviation as understood or deemed in terms of this bid clauses.
16. **Breach of contract, Remedies and Termination**

In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is at least 10% of the contract value, the same be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued. The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor.

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

Accordingly, the tender/ contract terms shall be structured in such a way to ensure recovery of an amount equivalent to 10% of the contract value in case of breach of contract.

Conflict of Interest among Bidders/ Agents:

A bidder shall not have conflict of interest with other 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 inform

ation 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.