

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687763047339

अनुबंध तिथि | Generated Date : 16-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4338639](#)

अनुसूची नाम | Schedule Name: FLANGE MOUNTED AIR CYLINDER WITH BORE-350MM AND STROKE-1810MM., FLANGE MOUNTED AIR CYLINDER WITH BORE-300MM AND STROKE-1360MM, CLEVIS MOUNTED AIR CYLINDER WITH BORE DIA-250MM, STROKE-645MM.

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 : Vishnu Gopan संपर्क नंबर   Contact No. : - ईमेल आईडी   Email ID : buyer1514.bhelb.tn@gembuyer.in जीएसटीआईएन   GSTIN : - 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   Designation of Administrative Approval: AGM वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval: Manager	भुगतान का तरीका   Role: PAO भुगतान का तरीका   Payment Mode: BHEL 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 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 :	37SM210001931893
कंपनी का नाम   Company Name :	SRI BALAJI ENGG & AUTOMATION
संपर्क नंबर   Contact No. :	08008545252
ईमेल आईडी   Email ID :	info2bea@gmail.com
पता   Address :	26-05,,S V R R NAGAR,,GANDHINAGAR,,NEAR HMT TOWNSHIP, Rangareddi, TELANGANA-500054, -
एमएसएमई पंजीकरण संख्या   MSME Registration number :	UDYAM-TS-09-0016101
एमएसई सामाजिक श्रेणी   MSE Social Category :	OBC
एमएसई लिंग श्रेणी   MSE Gender :	Female
जीएसटीआईएन   GSTIN:	36AIRPV6036E1ZT (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 : FLANGE MOUNTED AIR CYLINDER WITH BORE 350MM AND STROKE 1810MM Set1 ब्रांड   Brand : SBE 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 : BOQ (Q3) मॉडल   Model: SB/227258 एचएसएन कोड   HSN Code: 8479	7	No	163,672	NA	1,145,704
2	उत्पाद का नाम   Product Name : FLANGE MOUNTED AIR CYLINDER WITH BORE 350MM AND STROKE 1810MM Set2 ब्रांड   Brand : SBE 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 : BOQ (Q3) मॉडल   Model: SB/227258	7	No	163,672	NA	1,145,704

एचएसएन कोड   HSN Code: 8479						
उत्पाद का नाम   Product Name : FLANGE MOUNTED AIR CYLINDER WITH BORE 300MM AND STROKE 1360MM Set1 ब्रांड   Brand : SBE ब्रांड प्रकार   Brand Type : Unbranded	7	No	99,800	NA	698,600	
3 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 : BOQ (Q3) मॉडल   Model: SB/300001 एचएसएन कोड   HSN Code: 8479						
उत्पाद का नाम   Product Name : FLANGE MOUNTED AIR CYLINDER WITH BORE 300MM AND STROKE 1360MM Set2 ब्रांड   Brand : SBE ब्रांड प्रकार   Brand Type : Unbranded	7	No	99,800	NA	698,600	
4 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 : BOQ (Q3) मॉडल   Model: SB/300001 एचएसएन कोड   HSN Code: 8479						
उत्पाद का नाम   Product Name : CLEVIS MOUNTED AIR CYLINDER WITH BORE DIA 250MM STROKE 645MM Set1 ब्रांड   Brand : SBE ब्रांड प्रकार   Brand Type : Unbranded	2	No	57,525	NA	115,050	
5 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 : BOQ (Q3) मॉडल   Model: SB/250/650/D/T/F एचएसएन कोड   HSN Code: 8479						
उत्पाद का नाम   Product Name : CLEVIS MOUNTED AIR CYLINDER WITH BORE DIA 250MM STROKE 645MM Set2 ब्रांड   Brand : SBE ब्रांड प्रकार   Brand Type : Unbranded	2	No	57,525	NA	115,050	
6 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 : BOQ (Q3) मॉडल   Model: SB/250/650/D/T/F एचएसएन कोड   HSN Code: 8479						
कुल ऑर्डर मूल्य   Total Order Value (in INR)						3,918,708

**परोक्षिती विवरण | Consignee Detail**

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
1	पद   Designation :- ईमेल आईडी   Email ID : buycon1104.bhelb.tn@gembuyer.in संपर्क   Contact : 04172-284351- जीएसटीआईएन   GSTIN : 33AAACB4146P2ZL पता   Address : INDIRA GANDHI INDUSTRIAL COMPLEX BOILER AUXILIARIES PLANT RANIPET, VELLORE, TAMIL NADU-632406, India	FLANGE MOUNTED AIR CYLINDER WITH BORE 350MM AND STROKE 1810MM Set1	-	7	16-Apr-2024	21-Jan-2025
		FLANGE MOUNTED AIR CYLINDER WITH BORE 350MM AND STROKE 1810MM Set2	-	7	16-Apr-2024	11-Apr-2025
		FLANGE MOUNTED AIR CYLINDER WITH BORE 300MM AND STROKE 1360MM Set1	-	7	16-Apr-2024	21-Jan-2025
		FLANGE MOUNTED AIR CYLINDER WITH BORE 300MM AND STROKE 1360MM Set2	-	7	16-Apr-2024	11-Apr-2025
		CLEVIS MOUNTED AIR CYLINDER WITH BORE DIA 250MM STROKE 645MM Set1	-	2	16-Apr-2024	13-Oct-2024
		CLEVIS MOUNTED AIR CYLINDER WITH BORE DIA 250MM STROKE 645MM Set2	-	2	16-Apr-2024	21-Jan-2025



[विशिष्टता दस्तावेज़ | Specification Document](#)

[क्रेता बीओक्यू दस्तावेज़ | Buyer BOQ Document](#)

[बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन | Compliance of BOQ Specification And Supporting Document](#)

**टिप्पणी | Note::** Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

**टिप्पणी | Note::** Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

**विनिर्देश | Specification6**

[विशिष्टता दस्तावेज़ | Specification Document](#)

[क्रेता बीओक्यू दस्तावेज़ | Buyer BOQ Document](#)

[बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन | Compliance of BOQ Specification And Supporting Document](#)

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**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 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):

at vendor works by BHEL/TPIA

Post Receipt Inspection at consignee site before acceptance of stores:

at BHEL Ranipet stores

**2.2 Generic.**

After award of contract – Successful Bidder shall have to get Detailed Design Drawings approved from buyer before starting fabrication. Successful Bidder shall submit Detailed Design Drawings for Buyer's approval, within 15 days of award of contract. Buyer shall, either approve the drawings or will provide complete list of modification required in the drawings within 7 days. Seller shall be required to ensure supply as per approved Drawings with modifications as communicated by Buyer. If there is delay from buyer side in approval of drawing– the delivery period shall be refixed without LD for the period of delay in approval of Drawing.

**2.3 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.

**2.4 Generic.**

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

**2.5 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.

#### 2.6 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.

#### 2.7 Scope of Supply:

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

#### 2.8 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.

#### 2.9 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

(i) **Bid Price:** The Bidder has to quote the Landed Price inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, taxes, duties, freight and insurance as specified in tender document.

(ii) **Pre-dispatch inspection at Seller premises:** Before dispatch, the goods will be inspected by Buyer/ BHEL / Consignee or their Authorized Representative or by Nominated External Inspection Agency (TUV or BVIL) (independently or jointly with Buyer or jointly with Buyer's End Customer or jointly with End Customer's nominated Agency 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. Travel & other local stay cost for the Inspectors sent by BHEL will be to BHEL account, but other Inspection Charges, if any shall be to the account of the Seller only. For in-house testing, the Sellers will provide necessary facilities at free of cost. Seller shall notify the Buyer by 3 days in advance through e-mail about readiness of goods for pre-dispatch inspection and also Seller shall register/raise the Inspection call through BHEL CQIR portal (<https://cqir.bhel.in/>) for arranging the inspection by BHEL. Buyer/BHEL 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.

(iii) Bidder fulfilling the PQR criteria shall only qualify for this bid.

(iv) Bidder shall submit a copy of BHEL specification, Drawings, Painting Scheme, SQP and Annexure-Q with sign and seal of authorized signatory as a token of confirmation and acceptance.

(v) Payment term will be as follows-

For MSE Vendors – within 45 days of issue of consignee receipt –cum-acceptance certificate (CRAC)/SRV.

For Medium category Vendors- 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.

(vi) GST invoice: PO No., PO Description, Material code in GST invoice shall be as per BHEL Purchase order, which will be released immediately after placing GeM contract. The GST invoice in hard copy or digitally signed shall only be accepted for payment by BHEL

(vii) PreQualification Criteria: MSE & Start up are exempted for Turnover criteria. However there is no exemption for meeting the experience criteria.

**(ix) -Important Note-I: EVALUATION & ACCEPTANCE OF BIDS: Offer from Bidder's will be considered for evaluation and further price bid opening subject to approval by BHEL's customer. Hence, bidder's who are not already approved by BHEL's end customer shall submit their credentials thro upload in GEM PORTAL for further forwarding to BHEL's customer for their review / approval .**

**(x)-Important Note-II: Terms and Conditions as per (i) GEM T&C and (ii) Tender Specification Annexure-I shall only be applicable. Bidder shall not upload any deviation document from the Bid Commercial Terms and Conditions. BHEL will not take cognizance of DEVIATIONS w.r.t. any TECHNICAL / Commercial Terms & Conditions mentioned by the bidder anywhere else. Bids with deviations are liable for rejection**

**(xi) BHEL reserves the right to reject an offer due to unsatisfactory performance during tender finalisation / execution of a contract at any of BHEL projects / units in the past or if unsatisfactory performance report is received from the party/s referenced by the supplier at any time during tender finalisation.**

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.