

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687728326149

अनुबंध तिथि | Generated Date : 22-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4634020](#)

अनुसूची नाम | Schedule Name: Schedule 9

<b>संगठन विवरण   Organisation Details</b>		<b>खरीदार विवरण   Buyer Details</b>				
प्ररूप   Type :	Central PSU	पद   Designation :	RItesh anand			
मंत्रालय   Ministry :	Ministry of Heavy Industries and Public Enterprises	संपर्क नंबर   Contact No. :	-			
विभाग   Department :	Department of Heavy Industry	ईमेल आईडी   Email ID :	buyer680.bhelb.tn@gembuyer.in			
संगठन का नाम   Organisation Name :	Bharat Heavy Electricals Limited (BHEL)	जीएसटीआईएन   GSTIN :	-			
कार्यालय क्षेत्र   Office Zone:	Boiler Auxiliaries Plant Ranipet	पता   Address :	INDIRA GANDHI COMPLEX, VELLORE, TAMIL NADU-632406, India			
<b>वित्तीय स्वीकृति विवरण   Financial Approval Detail</b>		<b>भुगतान प्राधिकरण विवरण   Paying Authority Details</b>				
आईएफडी सहमति   IFD Concurrence :	No	Role:	PAO			
प्रशासनिक अनुमोदन का पदनाम	ED	भुगतान का तरीका	BHEL			
Designation of Administrative Approval:		Payment Mode:				
वित्तीय अनुमोदन का पदनाम	GM	पद   Designation :	D haribabu			
Designation of Financial Approval :		ईमेल आईडी   Email ID :	pao25.bhelb.tn@gembuyer.in			
		जीएसटीआईएन   GSTIN :	-			
			INDIRA GANDHI INDUSTRIAL COMPLEX BOILER AUXILIARIES			
		पता   Address:	PLANT RANIPET, Vellore, TAMIL NADU-632406, India			
			Payments shall be made to the seller within 90 days of issue			
		भुगतान समयसीमा   Payment	of consignee receipt-cum-acceptance certificate (CRAC) and			
		Timelines:	on-line submission of bills (This is in supersession of 10-days			
			time as provided in clause 12 of GeM GTC)			
<b>विक्रेता विवरण   Seller Details</b>						
जेम विक्रेता आईडी   GeM Seller ID :	9A9A180000352961					
कंपनी का नाम   Company Name :	P.S. STEEL TUBES PRIVATE LIMITED					
संपर्क नंबर   Contact No. :	09893122055					
ईमेल आईडी   Email ID :	deepakpuri@pssteeltubes.com					
पता   Address :	SHOP NO 27,AKASH GANGA COMPLEX,SUPELA,BHILAI, Durg, CHHATTISGARH-490023, -					
एमएसएमई पंजीकरण संख्या   MSME Registration number :	-					
जीएसटीआईएन   GSTIN:	22AABCP9233A1ZZ (R) , (M) , 27AABCP9233A1ZP (M)					
<b>*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा   GST / Tax invoice to be raised in the name of - Consignee</b>						
<b>वितरण निर्देश   Delivery Instructions : NA</b>						
<b>उत्पाद विवरण   Product Details</b>						
#	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 Hollows 9 ब्रांड   Brand : PssT 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: PssT Kundan एचएसएन कोड   HSN Code: 73069090	23,484	Meter	662	NA	15,546,408
कुल ऑर्डर मूल्य   Total Order Value (in INR)						15,546,408
<b>परेषिती विवरण   Consignee Detail</b>						
क्र.सं.   S.No	परेषिती   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 : buycon1105.bhelb.tn@gembuyer.in संपर्क   Contact : 04172-241199- जीएसटीआईएन   GSTIN : - पता   Address : INDIRA GANDHI COMPLEX, VELLORE, TAMIL NADU-632406, India	ERW Hollows 9	-	23,484	22-Apr-2024	21-Jul-2024
विनिर्देश   Specification1						
<a href="#">विशिष्टता दस्तावेज़   Specification Document</a>						
<a href="#">क्रेता बीओक्यू दस्तावेज़   Buyer BOQ Document</a>						
<a href="#">बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन   Compliance of BOQ Specification And Supporting Document</a>						
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.						
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शुद्धिपत्र   Corrigendum						
1. तक बढ़ाया गया   Extended Upto : 2024-03-06 15:00:00						
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. 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.  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.						
2.4 Generic. Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. <a href="#">Click here to view the file</a>						
2.5 Generic. Manufacturer Authorization:Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid						
2.6 Generic. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.						
2.7 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.

#### 2.8 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.

#### 2.9 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'S WORK BY TPI AGENCY(INTERTEK/TUV) or BY BHEL

Post Receipt Inspection at consignee site before acceptance of stores:

AT BHEL STORES RANIPET

#### 2.10 Scope of Supply:

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

#### 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 Certificates:

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

#### 2.13 Certificates:

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.

#### 2.14 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.

#### 2.15 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

**1) The Bidder has to quote the Landed Price inclusive of Packing, Forwarding, taxes (GST 18%), duties, fr eight, insurance & all other applicable charges on per Meter 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".**

### 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.**

### Conflict of Interest

**" 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 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 else declare that none is applicable to best of their knowledge

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.