

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687742876786

अनुबंध तिथि | Generated Date : 26-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4643684](#)

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: HEP Bhopal	पद   Designation : 356DYM01 संपर्क नंबर   Contact No. : - ईमेल आईडी   Email ID : buyer1651.bhelb.mp@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address : BHARAT HEAVY ELECTRICAL LTD, PIPLANI, BHOPAL, MADHYA PRADESH-462022, 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: Sr Manager (MRX) वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval: Not required	Role: PAO भुगतान का तरीका   Payment Mode: BHEL पद   Designation : DGM ईमेल आईडी   Email ID : pao107.bhelb.mp@gembuyer.in जीएसटीआईएन   GSTIN : 23AAACB4146P1ZN पता   Address: BHARAT HEAVY ELECTRICAL LTD, PIPLANI, Bhopal, MADHYA PRADESH-462022, 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 : YMQC210004171126 कंपनी का नाम   Company Name : MITTAL HYDRAULICS & HOSES संपर्क नंबर   Contact No. : 09610337772 ईमेल आईडी   Email ID : info.mittalhoses@gmail.com पता   Address : G1-952, BHIWADI, AYUSH MITTAL, BHIWADI, 96103, ALWAR, RAJASTHAN-301019, India एमएसएमई सत्यापित   MSME verified : No एमएसएमई पंजीकरण संख्या   MSME Registration number : UDYAM-RJ-02-0017644 एमएसई सामाजिक श्रेणी   MSE Social Category : General एमएसई लिंग श्रेणी   MSE Gender : Male जीएसटीआईएन   GSTIN: 08ABQFM1030P1ZV (R)

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

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 : 80 NB X 2.5 METER SS CORRUGATED FLEXIBLE ब्रांड   Brand : NR-FLEX 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 : 80 NB X 2.5 METER SS CORRUGATED FLEXIBLE (Q3) मॉडल   Model: 80 NB X 2.5 METER SS CORRUGATED FLEXIBLE HOSE एचएसएन कोड   HSN Code: HSN not specified by seller	15	pieces	5,782	NA	86,730
कुल ऑर्डर मूल्य   Total Order Value (in INR)						86,730

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 Completed

					After	By
1	पद   Designation :- ईमेल आईडी   Email ID : buyer1235.bhelb.ua@gembuyer.in संपर्क   Contact :- जीएसटीआईएन   GSTIN :- पता   Address : BHARAT HEAVY ELECTRICAL LTD, PIPLANI, BHOPAL, MADHYA PRADESH-462022, India	80 NB X 2.5 METER SS CORRUGATED FLEXIBLE	1	15	11-May-2024	19-Jul-2024
Product Specification for 80 NB X 2.5 METER SS CORRUGATED FLEXIBLE						
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/16/85/541/CatalogAttrs/SpecificationDocument/2024/2/16/2024_02_16_11_59_43_spec_2024-02-16-11-59-46_488ac05264ac32a99f1b9fac302abb40.pdf				
खरीदार विशिष्टता दस्तावेज़   Buyer Specification Document:						
1. <a href="#">SpecificationDocument</a>		mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/13792138/54/78/703/CatalogAttrs/SpecificationDocument/2024/2/16/drawing_2024-02-16-04-17-46_cfc2e916681c560e75cc6d5a99d39030.pdf				
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 <i>Generic</i> 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 %.						
2.2 <i>Generic</i> 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 <i>Scope of Supply</i> : Scope of supply (Bid price to include all cost components) : Only supply of Goods						
2.4 <i>Certificates</i> : 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.						
2.5 <i>Warranty</i> : Warranty period of the supplied products shall be 1 years 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.						
2.6 <i>Buyer Added Bid Specific ATC</i> : Buyer Added text based ATC clauses						
TECHNO-COMMERCIAL ANNEXURE TO BE FILLED & SUBMITTED BY BIDDER ALONG WITH RELEVANT DOCUMENTS						
ITEM#1) 80 NB X 2.5 METER SS CORRUGATED FLEXIBLE HOSE PIPE TO DRG. NO. 32068103099, REV 02. (Qty - 15						

Nos.)

Sl. No.	Terms & Conditions	Vendor's Confirmation (Yes/No)
1.	<b>TECHNICAL :</b>	
1.1	Pre-Qualification Criteria: 1) The vendor should be either an Original Equipment Manufacturer (OEM) or Authorized dealer of OEM of SS corrugated hose pipe. Dealers must have a valid certificate of Authorization of the OEM for quoting the above item. The certificate of authorization or self-declaration of OEM must be submitted along with offer.	
1.2	Material/ Item should be as per Specification & Drawing given with bid. Any deviation should be clearly mentioned during submission of offer, otherwise offer may be rejected.	
1.3	Early delivery is acceptable.	
1.4	Material TC to be provided along with supply.	
1.5	Final Inspection and acceptance shall be done after receipt of item AT BHEL, BHOPAL after review of TC.	
1.6	All items are to be packed suitably. Items should not be damaged during transport.	
2	<b>COMMERCIAL :</b>	
2.1	<b>PRICE:</b> Price to remain FIRM till execution of contract.	
2.2	Rates should be quoted on FOR destination basis up to BHEL, BHOPAL inclusive of packing, freight & insurance & GST as per GeM GTC.	
2.3	MSE preference if any & MII certificate of local content (wherever applicable) to be uploaded at the time of bid submission for verification & availing MSE & MII purchase preference. (Vendor should apply for MSE/MI purchase preference at the time of Bid Submission, if not applied: shall not be given any MSE/MI purchase preference as per GeM logic).	
2.4	Bidder's offer shall be liable for rejection, if they do not accept any terms & conditions of bid, bid ATC, Annexure, specification and corrigendum, if any.	
2.5	<b>EVALUATION SHALL BE ON OVERALL L1 BASIS.</b>	
2.6	Splitting of order is not applicable for this tender enquiry but quantity is divisible and shall be procured in line with DPIT/ MSE purchase preference circulars.	
3.	Please confirm that the following have been considered and clearly mentioned in the techno commercial bid (Part I):	
.i	GSTIN	
.ii	GST Rate	%
.iii	Input Tax Credit Applicable	
.iv	GST Type (IGST/CGST+SGST/UGST)	
.v	HSN Code, 8 Digit no for each enquiry item separately.	
.vi	Any other taxes/duties with percentage.	
vii	Seller mail ID	
4	<b>VALIDITY:</b>	

4a	The offer should remain valid as per GEM Tender enquiry.	
5	<b>DELIVERY: 12 weeks</b>	
5a	<p><b>Delivery Schedule: Delivery schedule mentioned in GEM tender enquiry is final delivery schedule. Offer once submitted shall be treated as acceptance to delivery schedule given.</b></p> <p><b>Non acceptance/ Deviation to delivery schedule may lead to rejection of offer.</b></p>	
6	Warranty is for one year period from date of final acceptance by consignee unless otherwise specified in category specifications.	
7	Acceptance to GeM GTC & buyer uploaded ATC. LD is applicable as per BHEL std norms.	
8	<p><b>MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II or valid NSIC certificate or EM ii certificate along with attested copy of a CA certificate. (Where deemed validity of EM ii certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (part 1 in case of two part bid).</b></p> <p><b>UDYAM Certificate shall be considered for the same.</b></p> <p><b>Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents is not submitted before price bid opening.</b></p> <p><b>Action may be taken against vendor if any of documents found incorrect at any stage of the procurement process.</b></p>	
9	<p><b>In a tender either the Indian Agent on behalf of Principal / OEM or the Principal / OEM itself can bid, but both cannot bid simultaneously for same item / product in the same Tender or bid. In case bids are received from both the Principal / OEM and the agent, bid received from the agent will be ignored.</b></p> <p><b>If an agent submits Bid on behalf of the Principal / OEM, the same agent shall not submit bid on behalf of another Principal / OEM in the Tender, for the same Item / Product.</b></p>	
10	<b>BHEL reserves the right to cancel the tender in full or in part without assigning any reason, whatsoever.</b>	
11	<p><b>Conflict of Interest Clause: Bidders must comply with following:</b></p> <p><b>"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:</b></p> <p><b>a) they have controlling partner (s) in common; or</b></p> <p><b>b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or</b></p> <p><b>c) they have the same legal representative/agent for purposes of this bid; or</b></p> <p><b>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</b></p> <p><b>e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will re</b></p>	

	<p>sult 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</p> <p>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:</p> <ol style="list-style-type: none"> <li>1. The principal manufacturer directly or through one Indian agent on his behalf; and</li> <li>2. Indian/foreign agent on behalf of only one principal; or</li> </ol> <p>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</p> <p>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. "</p>	
12	<p>The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL web site <a href="http://www.bhel.com">www.bhel.com</a>.</p> <p><b>1.0 Integrity commitment, performance of the contract and punitive action thereof:</b></p> <p><b>1.1. Commitment by BHEL:</b> BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.</p> <p><b>1.2. Commitment by Bidder/ Supplier/ Contractor:</b></p> <p><b>1.2.1.</b> The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.</p> <p><b>1.2.2.</b> The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.</p> <p><b>1.2.3.</b> The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms &amp; conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.</p> <p>If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in malpractices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on <a href="http://www.bhel.com">www. bhel.com</a> and/or under applicable legal provisions".</p>	
13	<p><b>Documents to be submitted with bid: (Mention GeM BID No. on the Top for which document is submitted)</b></p> <p><b>a. Udyam, If applicable</b></p>	

	<p><b>b. MII local content declaration, if applicable (specific percentage &amp; place of value addition to be declared in vendor letter head with GeM tender Reference No.)</b></p> <p><b>c. Test Certificates, Inspection report with material (if applicable)</b></p> <p><b>d. Seal signed copy of Techno Commercial Annexure, Drawing, Specification, QAP etc given with bid.</b></p> <p><b>e. Self-declaration of OEM / OEM authorization (If quoting on behalf of OEM, if not submitted your offer will be rejected)</b></p> <p><b>Bidder's offer is liable to be rejected if they don't upload any of the certificates/documents sought in the bid document, ATC &amp; corrigendum.</b></p>	
<b>14</b>	<p><b>Acceptance to BUYER's PAYMENT TERMS: (NUMBER OF DAYS)</b></p> <p>1. <b>MSE's = 45 DAYS</b>  2. <b>MEDIUM ENTERPRISES = 60 DAYS</b>  3. <b>NON-MSME's = 90 DAYS</b></p> <p><b>from receipt of material, subject to acceptance of material and receipt of all documents.</b></p>	
<b>15</b>	<p><b>For Bill processing following documents need to be submitted:</b></p> <p>1. <b>GEM CONTRACT WITH GEM INVOICE</b>  2. <b>TAX INVOICE</b>  3. <b>GEM CRAC</b>  4. <b>BHEL REGULARIZING PO COPY</b>  5. <b>GSTR2A DATA SUBMITTED &amp; REFLECTED IN GST PORTAL</b></p>	
<b>16</b>	<p><b>Contact person details:</b></p> <p><b>Name:</b></p> <p><b>Mobile Number:</b></p> <p><b>Email-id:</b></p>	
<p>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।</p> <p>Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.</p>		