

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687743982397

अनुबंध तिथि | Generated Date : 04-May-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4844154](#)

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: 10130010-HPEP Hyderabad	पद   Designation : Secondary User HE001 संपर्क नंबर   Contact No. : 040-23182202- ईमेल आईडी   Email ID : buyer1419.bhelb.ts@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address : BHEL , HPEP , Ramachandrapuram, MEDAK, TELANGANA-502032, 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: MANAGER वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval: NA	Role: BUYER भुगतान का तरीका   Payment Mode: BHEL पद   Designation : Secondary User HE001 ईमेल आईडी   Email ID : buyer1419.bhelb.ts@gembuyer.in जीएसटीआईएन   GSTIN : 36AAACB4146P1ZG पता   Address: BHEL , HPEP , Ramachandrapuram, Medak, TELANGANA-502032, 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 : 29C8180000522921 कंपनी का नाम   Company Name : HINDUSTAN TRADE CENTRE (INDIA) PRIVATE LIMITED संपर्क नंबर   Contact No. : 09849019411 ईमेल आईडी   Email ID : adityaweldaid@gmail.com पता   Address : G-5, VARALAXMI COMPLEX, 60 & 60B, M.G. ROAD, SECUNDERABAD, TELANGANA-500003, - एमएसएमई सत्यापित   MSME verified : No एमएसएमई पंजीकरण संख्या   MSME Registration number : TS02A0020141 जीएसटीआईएन   GSTIN: 36AACCA6693E1ZM (R)

\*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)	मूल्य (INR में सभी शुल्क और कर सहित)   Price (Inclusive of all Duties and Taxes in INR)
1	उत्पाद का नाम   Product Name : ARGON FLOW METER ब्रांड   Brand : KONARK 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 : ARGON FLOW METER (Q3) मॉडल   Model: ARGON FLOW METER एचएसएन कोड   HSN Code: HSN not specified by seller	30	pieces	484	जीएसटी   GST (18%) : 2,214.915 जीएसटी उपकर 1   GST Cess 1 (0%) : 0 जीएसटी उपकर 2   GST Cess 2 (0 per accounting unit) : 0 जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी)   Input Tax Credit (ITC) on GST1 (100%) : 2,214.915 जीएसटी उपकर पर आईटीसी 1   ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2   ITC on GST Cess 2 (0%) : 0
कुल ऑर्डर मूल्य   Total Order Value (in INR)					14,520

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 : con634.bhelb.ts@gembuyer.in संपर्क   Contact : 040-23182190- जीएसटीआईएन   GSTIN : 36AAACB4146P1ZG पता   Address : CMM Stores , BHEL HPEP , Ramachandrapuram, MEDAK, TELANGANA-502032, India	ARGON FLOW METER	-	30	04-May-2024	18-Jun-2024
Product Specification for ARGON FLOW METER						
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/44/00/740/CatalogAttrs/SpecificationDoc ument/2024/4/30/2024_04_30_11_50_43_catalog_2024-04-30-11-50- 48_523c28df85e69d882090bf6272f66671.pdf				
खरीदार विशिष्टता दस्तावेज़   Buyer Specification Document:						
1. <a href="#">DrawingDocument</a>		mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/1148198/54/78/703/Catal ogAttrs/DrawingDocument/2024/4/6/pqc_argon_flowmeter_310324_2024-04-06-12-30- 08_e618510d55fb4b75bbfe ef7e2c9e239d.pdf				
2. <a href="#">DrawingDocument</a>		mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/1148198/54/78/703/Catal ogAttrs/DrawingDocument/2024/4/6/scc_unpricing_sheet_atc_and_annexures_2024-04-06-12-30- 08_ceae835 04b2b98e144fa2a8fad3b61c.pdf				
3. <a href="#">SpecificationDocument</a>		mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/1148198/54/78/703/Catal ogAttrs/SpecificationDocument/2024/4/6/wcp-205_argon_flowmeter_2024-04-06-12-30- 08_00fd4dd105e5e24f6 3218eda681e7bb7.pdf				
शुद्धिपत्र   Corrigendum						
1. तक बढ़ाया गया   Extended Upto : 2024-04-23 11:00:00 2. तक बढ़ाया गया   Extended Upto : 2024-04-30 14:00:00						
ईपीबीजी विवरण   ePBG Detail						
सलाहकार बैंक   Advisory Bank :					NA	
ईपीबीजी प्रतिशत (%)   ePBG Percentage(%):					NA	
आरसीएम/एफसीएम के संबंध में सामान्य खंड   General Clauses w.r.t RCM/FCM						
<p>1. Where ever RCM is applicable, for sellers (Regular GST registered seller who opted out of FCM as per notifications of GST like GTA , unregistered seller), Buyer have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this contract. Seller will invoice buyer with Zero GST and GST cess.</p> <p>2. For Registered sellers as per FCM, rates will be inclusive of prescribed rate of GST and GST cess. ITC available to buyer as shown in the bid document have been applied while evaluating the bids. Seller has liability of paying the GST and GST cess to the govt and same will be charged from buyer while invoice.</p> <p>3. For Registered sellers who opted for RCM while quoting for specified category under section 9(3) like GTA rates will be exclusive of GST and GST cess. GST and GST cess as indicated by the buyer in the bid document payment of GST and GST Cess will be the liability of buyer.</p> <p>4. For Unregistered sellers Liability of payment of GST and GST cess is in Buyers scope. GST and GST cess as indicated by the buyer in the bid document will be the liability of buyer . Unregistered seller will invoice buyer with zero GST and Zero GST cess.</p> <p>5. For sellers under Composition Scheme: There is no liability of payment of GST and GST cess in Buyers cope. Seller will invoice Zero GST and GST cess in the invoice to buyer.</p>						
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> 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

End User Certificate: Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.

## 2.4 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.

## 2.5 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

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.

## 2.8 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 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.

## 2.10 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.

## 2.11 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.

## 2.12 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.

## 2.13 Certificates:

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

## 2.14 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

**a) DELIVERY REQUIRED FOR SUPPLY OF THESE MATERIAL SHALL BE 45 DAYS.**

**b) IN CASE OF L1, AFTER AWARD OF CONTRACT BHEL SHALL ISSUE SAP PO WITHIN A DAY OR TWO AND THE DELIVERY SCHEDULE SHALL BE AS INDICATED IN GEM CONTRACT.**

**c) BIDDER SHALL RESPOND TO CLARIFICATION SOUGHT BY BHEL WITHIN "2" DAYS OF CLARIFICATION RAISED.**

**d) BHEL RESERVES THE RIGHT OT REJECT ANY OFFER, IN CASE CLARIFICATIONS ARE NOT RECEIVED FROM BIDDER S WITHIN STIPULATED TIME.**

**e) PRICE QUOTED SHALL BE INCLUSIVE OF GST. VENDORS SHOULD MAKE A NOTE OF THIS.**

**f) VENDOR SHOULD SUBMIT SPECIAL CONDITIONS OF CONTRACT (SCC), ATC AND ANNEXURES, SPECIFICATIONS, UNPRICING SHEET, PRE-QUALIFICATION CRITERIA (PQC) ALONG WITH SUPPORTING DOCUMENTS. QUALIFICATION OF BIDDER IS MANDATORY FOR OPENING PRICE BID.**

## 2.15 Scope of Supply:

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

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।

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