अनुबंध|Contract



अनुबंध क्रमांक | Contract No: GEMC-511687758222549

अनुबंध तिथि | Generated Date : 08-May-2024

बोली/आरए/पीबीपी संख्या|Bid/RA/PBP No.: <u>GEM/2024/B/4618366</u>

अनुसूची नाम | Schedule Name: Schedule 1

संगठन विवरण|Organisation Details

प्ररूप|Type : 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: 10110009-HEEP, Haridwar खरीदार विवरण|Buyer Details

पद|Designation : Senior Engineer Fabrication संपर्क नंबर|Contact No.: 01334-284144-4144

ईमेल आईडी|Email ID : buyer18.bhelb.ua@gembuyer.in

जीएसटीआईएन|GSTIN: 05AAACB4146P1ZL

BHEL, HEEP, Main Admin Building, 4th Floor, Haridwar, पता|Address :

HARIDWAR, UTTARAKHAND-249403, India

वित्तीय स्वीकृति विवरण|Financial Approval Detail

आईएफडी सहमति|IFD Concurrence :

प्रशासनिक अनुमोदन का पदनाम|

Designation of Administrative Approval:

वित्तीय अनुमोदन का पदनाम| Designation of Financial Approval:

GM (WE&S, CIX, FBM&WT)

AGM (HOF)

भुगतान प्राधिकरण विवरण|Paying Authority Details PAO

भगतान का तरीका। Payment Mode: पद|Designation: Dymgr Fin

ईमेल आईडी|Email ID : pay31.bhelb.ua@gembuyer.in

जीएसटीआईएन|GSTIN :

Role:

BHEL, HEEP, Main Admin Building, 4th Floor, Haridwar, पता|Address:

Haridwar, UTTARAKHAND-249403, India

Payments shall be made to the seller within 90 days of issue

Timelines:

भुगतान समयसीमा|Payment 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)

विक्रैता विवरण|Seller Details

जेम विक्रैता आईडी|GeM Seller ID : 84C1200001402556

कंपनी का नाम|Company Name : RAJESH METAL CORPORATION

संपर्क नंबर|Contact No.:

ईमेल आईडी | Email ID : rajeshmetal2019@gmail.com

OFFICE NO. 213, 2ND FLOOR, SHETH VIRCHAND UMERSEY BUILDING, 3RD PANJARAPOLE LANE, CP TANK ROAD, पता। Address :

Mumbai, MAHARASHTRA-400004, -

एमएसएमई पंजीकरण संख्या|MSME Registration number : UDYAM-MH-19-0126964

एमएसई सामाजिक श्रेणी|MSE Social Category : General एमएसई लिंग श्रेणी|MSE Gender : Male

जीएसटीआईएन|GSTIN: 27BDHPM9996E1ZU (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)	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 : Stainless Steel Bars Spec- AA10725 Rev 07 HEX- 30 mm ब्रांड Brand : INDIAN MAKE 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 चतुर्थाश Category Name & Quadrant : BOQ (Q3) मॉडल Model: Stainless Steel Bars एचएसएन कोड HSN Code: 7222	500	Kilogram	373	जीएसटी GST (18%): 28,449.153 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 GSTI (100%): 28,449.153 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (0%): 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (0%): 0	186,500
कुल ऑर्डर मुल्य Total Order Value (in INR)						

परेषिती विवरण|Consignee Detail

वितरण पूरा कब

क्र.सं. S.No	परेषिती Consignee	वस्तु Item	लॉट नंबर Lot No.	मात्रा Quantity	डिलीवरी शुरू करना है Delivery Start After	तक करना है Delivery To Be Completed By
1	पद Designation : - ईमेल आईडी Email ID : con786.bhelb.ua@gembuyer.in संपर्क Contact : 01334-991520-4947 जीएसटीआईएन GSTIN : - पता Address : Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand, HARIDWAR, UTTARAKHAND-249403, India	Stainless Steel Bars Spec- AA10725 Rev 07 HEX- 30 mm	-	500	08-May-2024	06-Aug-2024

विनिर्देश|Specification1

विशिष्टता दस्तावेज़|Specification Document

क्रेता बीओक्यू दस्तावेज़|Buyer BOQ Document

<u>बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन|Compliance of BOQ Specification And Supporting Document</u>

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.

হিম্মণ | 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.

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

- 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.
- 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.
- 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.
- 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.
- 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.

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

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 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.

2.3 Scope of Supply:

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

2.4 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.

2.5 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.

2.6 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.

2.7 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

- 1. Quantity tolerance ±10% is acceptable in view of dimensional tolerances.
- 2. Delivery mentioned above is indicative, bidders to quote their best possible delivery schedule.
- 3. Payment terms will be as per following-

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

Note: Benefits of MSE (such as EMD Waiver, Tender fee exemption, Price preference, Payment preference etc.) will be given only to those MSE Vendors who are manufacturers of offered items against the NIT. No MSE benefits shall be provided to Agents / Stockists / Dealers / Traders etc. for the items offered but not manufactur ed by themselves.

4. Risk Purchase:

In case of abnormal delays (beyond the maximum late delivery period as per LD clause) in supplies / defective s upplies or non-fulfillment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purc hase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternativ e source at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternat e source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right t o reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by th e bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract or under General Law

Action against Bidders / vendor / supplier / contractor in case of default:

In order to protect the commercial interests of BHEL, BHEL shall take action against supplies / contractors by wa y of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other miscon duct or formation of cartels so as to influence the bidding process or influence the price etc.

Suspension of Business Dealings could be in the form of "Hold" or "Banning" a supplier/ contractor or a bidder a nd shall be as per "Guidelines for Suspension of Business Dealings with Suppliers/ Contractors" available at BHE L's website https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors.

- 5. "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 the bidding process, if"
 - a. They have controlling partner (s) in common; or
 - b. They receive or have received any direct or indirect subsidy/financial state 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. <u>However, this does not limit the inclusion of the components / sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; or</u>
- f. In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one ag ent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One ma nufacturer 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
- h. In case of a holding company having more than one independently manufacturing units, or more than o n unit having common business ownership/management, only one unit should quote. Similar restriction s would apply to closely related sister companies. Bidder 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 प्रिट 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.