

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687709419469

अनुबंध तिथि | Generated Date : 09-May-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4867605](#)

अनुसूची नाम | Schedule Name: Schedule 8

<b>संगठन विवरण   Organisation Details</b> 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: 10140027-HPBP Trichy		<b>खरीदार विवरण   Buyer Details</b> पद   Designation : VALVES BUYER 18 संपर्क नंबर   Contact No. : 0431-2575684- ईमेल आईडी   Email ID : buycon2023.bhelb.tn@gembuyer.in जीएसटीआईएन   GSTIN : 33AAACB4146P2ZL HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014, TAMILNADU, INDIA., TIRUCHIRAPPALLI, TAMIL NADU-620014, India पता   Address :				
<b>वित्तीय स्वीकृति विवरण   Financial Approval Detail</b> आईएफडी सहमति   IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval: AGM/VALVES PURCHASE वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : NA AS PER DOP		<b>भुगतान प्राधिकरण विवरण   Paying Authority Details</b> Role: PAO भुगतान का तरीका   Payment Mode: BHEL पद   Designation : PAYMENT AUTHORITY ईमेल आईडी   Email ID : pao7.bhelb.tn@gembuyer.in जीएसटीआईएन   GSTIN : - HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014, TAMILNADU, INDIA., Tiruchirappalli, TAMIL NADU-620014, 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)				
<b>विक्रेता विवरण   Seller Details</b> जेम विक्रेता आईडी   GeM Seller ID : 2B23200001207479 कंपनी का नाम   Company Name : PRESIDENT ENGINEERING WORKS संपर्क नंबर   Contact No. : 09324427190 ईमेल आईडी   Email ID : marketing@presidentengg.com पता   Address : Survey No.208/P,Near Dadra Check Post,Dadra,26, Dadra, Dadra and Nagar Haveli-396193, - एमएसएमई सत्यापित   MSME verified : Yes एमएसएमई पंजीकरण संख्या   MSME Registration number : MH19B0009519 जीएसटीआईएन   GSTIN: 26AAAF7937R1ZG (R) , (M) , (M)						
*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						
<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 : 964620560000-DE STUD M22X120X28X54-B16-L849 ब्रांड   Brand : PEW 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: एचएसएन कोड   HSN Code: 73181500	64	Pieces	259.6	NA	16,614.4
कुल ऑर्डर मूल्य   Total Order Value (in INR)						16,614.4
<b>प्रेषिती विवरण   Consignee Detail</b>						
					दिनांक के बाद डिलीवरी शुरू	वितरण पूरा कब तक करना है

क्र.सं.   S.No	प्रेषणीत   Consignee	वस्तु   Item	लॉट नंबर   Lot No.	मात्रा   Quantity	करना है   Delivery Start After	Delivery To Be Completed By
1	पद   Designation : - ईमेल आईडी   Email ID : buycon2023.bhelb.tn@gembuyer.in संपर्क   Contact : 0431-2575684- जीएसटीआईएन   GSTIN : 33AAACB4146P2ZL पता   Address : HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA., TIRUCHIRAPPALLI, TAMIL NADU-620014, India	964620560000-DE STUD M22X120X28X54-B16-L849	-	64	09-May-2024	01-Aug-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>						
<b>टिप्पणी   Note::</b> 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.						
<b>टिप्पणी   Note::</b> 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.						
शुद्धिपत्र   Corrigendum						
1. तक बढ़ाया गया   Extended Upto : 2024-05-03 12:00:00						
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: Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address  AGM WARD34 STORES BHEL TRICHY .  2.3 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 %.						
2.4 Generic: Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.						
2.5 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.						
2.6 Scope of Supply: Scope of supply (Bid price to include all cost components) : Only supply of Goods						

## 2.7 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.

## 2.8 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):

SUPPLIER QC AT WORK

Post Receipt Inspection at consignee site before acceptance of stores:  
BHEL QC AT BHEL STORES

## 2.9 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

- A. The price shall be quoted line-item-wise only on a Per Piece rate basis (Inclusive of P&F charges, F&I charge, GST, any other charges applicable) inclusive of all taxes.
- B. By default, GST shall be considered as 18% included in unit price. If any other GST applicable other than 18% on quoted items, vendor has to mention in part-1 bid documents specifically.
- C. Prices shall be quoted on a "FIRM PRICE" basis only. Freight on Road (FOR) HPBP BHEL, TRICHY-620014.
- D. Offers shall be evaluated only from such sellers, who have provided all the documents as mentioned in "List of documents to be submitted in part 1 bid" document.
- E. The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms /principal/agents, shall be rejected. The list of banned firms is available on BHEL web site [www.bhel.com](http://www.bhel.com).
- F. Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected.'
- G. Payment Terms:
  - i. Indigenous Supplier (Non-MSME): 100% direct EFT Payment on 90th day from Vehicle/Gate entry date.
  - ii. Indigenous Supplier (Medium): 100% direct EFT Payment on 60th day from Vehicle/Gate entry date.
  - iii. Indigenous Supplier (MSE):100% payment on 45th day from Vehicle/Gate entry date. Suppliers quoting for MSE payment must submit UDYAM registration certificate in part 1 bid documents.
- H. Liquidated Damages (LD):
  - i. If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.
  - ii. Vehicle/Gate entry date will be reckoned for the purpose of LD calculation.
- I. Guarantee Clause: The vendor shall give a guarantee for the performance of his supplies for a period of 18 months from the date of dispatch or 12 months from the date of commissioning whichever is earlier.
- J. Breach of contract, Remedies and Termination:
  - a. In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed.
  - b. In case the value of the security instruments available is less than 10% of the contract value, the balance amount will be recovered in all or any of the following manners:
    - i. from dues available in the form of Bills payable to defaulted supplier against the same contract.
    - ii. from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit.
    - iii. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.
  - c. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., will be applied as per provisions of the contract.
- K. Goods & Service Tax (GST) Registration & Compliance:
  - a. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration Number (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GSTN portal. The unregistered dealer as well as the composition dealer has to submit an undertaking stating that they will not claim GST during the execution of the contract even if their status under GST changes to regular tax payer. The dealer has to submit necessary documents if there is any change in status under GST.
  - b. Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc. Wherever E-Invoice is applicable, the tax invoice/ CN / DN submitted by the vendor must contain the QR code generated in E-Invoice Portal & IRN.
  - c. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code)
  - d. Invoices will be processed only upon completion of statutory requirement and further subject to following:
    - i. Vendor declaring such invoice in their GSTR-1 Return/ IFF
    - ii. Receipt of Goods or Services and Tax invoice by BHEL
  - e. As the continuous uploading of tax invoices in GSTN portal (in GSTR-1/ IFF) is available for all (i.e. both Small & Large) tax payers, all invoices raised on BHEL may be

uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GSTN portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GSTR-2A/ GSTR-2B).

- f. In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.
- g. In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor
- h. In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.
- i. Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.
- j. GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate will be generated in GSTN portal subsequent to vendor accepting the TDS deduction in the GSTN portal & the vendor can directly download the Certificate from the GSTN Portal.

**L. BHEL Fraud Prevention Policy**

The bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/ service providers shall strictly adhere to BHEL fraud prevention policy and shall immediately bring to the notice of the BHEL management about any fraud or suspected fraud as soon as it comes to their notice.

Please refer to <https://www.bhel.com/bhel-fraud-prevention-policy-0>

**M. Conflict of interest among bidders:**

A bidder shall not have a 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 thempr
- 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:
  - i. The principal manufacturer directly or through one Indian agent on his behalf; and
  - ii. 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.

**N. General:**

Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected.

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.