

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687719474670

अनुबंध तिथि | Generated Date : 10-May-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4389686](#)

अनुसूची नाम | Schedule Name: Schedule 1

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 : 10110009-HEEP, Haridwar	पद   Designation : MGR3PPXEM संपर्क नंबर   Contact No. : 01334-819100-4097 ईमेल आईडी   Email ID : buyer1400.bhelb.ua@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address : BHEL, HEEP, Main Admin Building, 4th Floor, Haridwar, HARIDWAR, UTTARAKHAND-249403, 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 : DGM वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : Sr. Manager	भुगतान का तरीका   Role : PAO भुगतान का तरीका   Payment Mode : BHEL पद   Designation : DGM Fin ईमेल आईडी   Email ID : pay30.bhelb.ua@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address : BHEL, HEEP, Main Admin Building, 4th Floor, Haridwar, Haridwar, UTTARAKHAND-249403, 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 :	9C89180000667048
कंपनी का नाम   Company Name :	DELTA PD PUMPS PRIVATE LIMITED
संपर्क नंबर   Contact No. :	09702370004
ईमेल आईडी   Email ID :	info@deltapdpumps.com
पता   Address :	201,Wadala Udyog Bhavan,Naigaum Cross Road,Wadala Udyog Bhavan, Mumbai, MAHARASHTRA-400031, -
एमएसएमई पंजीकरण संख्या   MSME Registration number :	UDYAM-GJ-25-0002830
एमएसई सामाजिक श्रेणी   MSE Social Category :	General
एमएसई लिंग श्रेणी   MSE Gender :	Male
जीएसटीआईएन   GSTIN:	24AACCD9919N1Z6 (B) , 27AACCD9919N2ZZ (R) , 24AACCD9919N1Z6 (M) , (B)

\*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 : THREE SCREW PUMP ब्रांड   Brand : DELTA PD PUMPS PVT LTD 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 : THREE SCREW PUMP (Q3) मॉडल   Model: D3S-70/172 WITH AC MOTOR एचएसएन कोड   HSN Code: 84136020	4	pieces	233,000	NA	932,000
कुल ऑर्डर मूल्य   Total Order Value (in INR)						932,000

परोक्षी विवरण   Consignee Detail						
क्र.सं.   S.No	परोक्षी   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 : 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	THREE SCREW PUMP	1	4	09-Jun-2024	07-Oct-2024

### Product Specification for THREE SCREW PUMP

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/04/26/725/CatalogAttrs/SpecificationDocument/2022/3/19/2022_03_19_12_02_03_delta-general-catalogue_2022-03-19-12-02-07_0a9dc257a501fa9920270be478c88bdc.pdf
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### खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

1. <a href="#">DrawingDocument</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/4671408/54/78/703/CatalogAttrs/DrawingDocument/2023/12/23/final_document_2023-12-23-15-50-21_4a41093b9c43e6400b055e4487308fc4.pdf
2. <a href="#">SpecificationDocument</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/4671408/54/78/703/CatalogAttrs/SpecificationDocument/2023/12/23/pqr_itemdetail_qs_2023-12-23-15-50-21_d836797f0882d0b8514104ae353a5c29.pdf

### शुद्धिपत्र | Corrigendum

- तक बढ़ाया गया | Extended Upto : 2024-01-12 14:00:00

### 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-

- This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 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

After award of contract - Successful Bidder shall have to get Detailed Design Drawings approved from buyer before starting fabrication. Successful Bidder shall submit Detailed Design Drawings for Buyer's approval, within 5 days of award of contract. Buyer shall, either approve the drawings or will provide complete list of modification required in the drawings within 10 days. Seller shall be required to ensure supply as per approved Drawings with modifications as communicated by Buyer. If there is delay from buyer side in approval of drawing- the delivery period shall be refixed without LD for the period of delay in approval of Drawing.

##### 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

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

2.5 *Generic.*

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

2.6 *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.

2.7 *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):

by BHEL nominated inspection agency M/s Intertek

Post Receipt Inspection at consignee site before acceptance of stores:

BHEL HARIDWAR

2.8 *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.

2.9 *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.

2.10 *Buyer Added Bid Specific ATC.*

Buyer Added text based ATC clauses

**QUALITY REQUIREMENTS SHALL BE AS FOLLOW:**

Quality Requirement for AC SOP & DC SOP

1. Customer control with respect to vendor and quality plan has not yet decided.
2. Please confirm and endorse (with sign and stamp) BHEL SQP QA\_BI\_QP\_026, Rev03.
3. Please specifically confirm for following Customer approved quality plan (if required).
4. Please confirm that inspection shall be done by BHEL nominated inspection agency M/s Intertek and customer (if required) as per customer approved QP (if required).
5. ORDERING SHALL BE DONE ON CUSTOMER APPROVED VENDORS ONLY (IF REQUIRED).

**APPLICABLE TERMS & CONDITION SHALL BE AS FOLLOWS:**

1. **AS PER GEM TERMS AND CONDITION, OFFER PRICES ON THE GEM WILL BE ON ALL-INCLUSIVE BASIS i.e. INCLUDING ALL TAXES, DUTIES, LOCAL LEVIES/ TRANSPORTATION/ LOADING / UNLOADING CHARGES ETC. UP TO BHEL, HARIDWAR.**
2. **GUARANTEE CERTIFICATE: AS PER RESPECTIVE BHEL ORDERING DOCUMENT (SPECIFICATION/DRAWINGS) IS REQUIRED.**
3. **PAYMENT TERM. 100% PAYMENT WILL BE MADE AFTER RECEIPT AND ACCEPTANCE OF MATERIAL AND WITHIN 90 DAYS FROM THE DATE OF INVOICE SUBJECT TO SUBMISSION OF NON-DISCREPANT DOCUMENTS WITHIN 15 DAYS OF SUPPLY AS PER TERMS AND CONDITIONS OF PURCHASE ORDER. IN CASE ANY DISCREPANCY FOUND IN THE DOCUMENTS, BHEL WILL NOT IFY THE SAME TO VENDOR WITHIN 7 DAYS OF RECEIPT. VENDOR HAS TO CLEAR ALL THE DISCREPANCIES IN ONE GO WITHIN 7 DAYS THEREAFTER ELSE THE PAYMENT OF VENDOR MAY GET DELAYED.**
  - a. **FOR MSES (COVERED UNDER MSME ACT) WHICH ARE REGISTERED AND PERIODICALLY RENEWED WITH BHEL, THE PAYMENT TERM IS 45 DAYS;**
  - b. **FOR MEDIUM ENTERPRISES THE PAYMENT TERM IS 60 DAYS AND FOR NON-MSMES THE PAYMENT TERM IS 90 DAYS.**
4. **DELIVERY TERM WILL BE AS PER GEM T&Cs. ALSO THE DELIVERY PERIOD SHALL BE AS PER BID/ENQUIRY.**
5. **VENDORS / BIDDERS TO PROVIDE THE DOCUMENTS AS PER PRE-QUALIFICATION REQUIREMENTS (PQR).**
6. **TEST CERTIFICATES / GUARANTEE CERTIFICATES / COC WHATEVER APPLICABLE SHALL BE PROVIDED ALONG WITH DISPATCH DOCUMENTS.**
7. **RISK PURCHASE CLAUSE: IN CASE OF ABNORMAL DELAYS (BEYOND THE MAXIMUM LATE DELIVERY PERIOD AS PER LD CLAUSE) IN SUPPLIES / DEFECTIVE SUPPLIES OR NON-FULFILLMENT OF ANY OTHER TERMS AND CONDITIONS GIVEN IN PURCHASE ORDER, BHEL MAY CANCEL THE PURCHASE ORDER IN FULL OR PART THEREOF, AND MAY ALSO MAKE THE PURCHASE OF SUCH MATERIAL FROM ELSEWHERE / ALTERNATIVE SOURCE AT THE RISK AND COST OF THE SUPPLIER. BHEL WILL TAKE ALL REASONABLE STEPS TO GET THE MATERIAL FROM ALTERNATE SOURCE AT OPTIMUM COST. IF BIDDER DOES NOT AGREE TO THE ABOVE RISK PURCHASE CLAUSE, BHEL RESERVES THE RIGHT TO REJECT THE OFFER. IN CASE FOR COMPELLING REASONS BHEL ACCEPTS THE OFFER WITHOUT ACCEPTANCE OF THIS CLAUSE BY THE BIDDER AND IN THE EVENTUALITY OF RISK PURCHASE, APPROPRIATE ACTION WILL BE TAKEN AS PER BHEL EXISTANT RULES. THIS WILL BE WITHOUT PREJUDICE TO ANY OTHER RIGHT OF BHEL UNDER THE CONTRACT OR UNDER GENERAL LAW.**
8. **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 WAY 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 MISCONDUCT OR FORMATION OF CARTELS SO AS TO INFLUENCE THE BIDDING PROCESS OR INFLUENCE THE PRICE ETC. SUSPENSION OF**

**F BUSINESS DEALINGS COULD BE IN THE FORM OF "HOLD" OR "BANNING" A SUPPLIER/ CONTRACTOR OR A BIDDER AND SHALL BE AS PER "GUIDELINES FOR SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/CONTRACTORS" AVAILABLE AT BHEL'S WEBSITE [HTTPS://WWW.BHEL.COM/GUIDELINES-SUSPENSIONBUSINESS- DEALINGSSUPPLIERSCONTRACTORS](https://www.bhel.com/guidelines-suspensionbusiness-dealingssupplierscontractors).**

"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".

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.