

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687736800536

अनुबंध तिथि | Generated Date : 13-May-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4874422](#)

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: 10120029-HERP, Varanasi	पद Designation : DY MGR101 संपर्क नंबर Contact No. : 0542-2720866- ईमेल आईडी Email ID : buyer1674.bhelb.up@gembuyer.in जीएसटीआईएन GSTIN : 09AAACB4146P2ZC पता Address : BHEL HERP, Tarna, Shivpur, VARANASI, UTTAR PRADESH-221003, 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(Purchase) वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : SDGM	Role: PAO भुगतान का तरीका Payment Mode: BHEL पद Designation : Sr Account officer ईमेल आईडी Email ID : pao79.bhelb.up@gembuyer.in जीएसटीआईएन GSTIN : 09AAACB4146P2ZC पता Address: BHEL HERP, Tarna, Shivpur, Varanasi, UTTAR PRADESH-221003, 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 : E938190000782243 कंपनी का नाम Company Name : RACHANA INDUSTRIES संपर्क नंबर Contact No. : 09893274757 ईमेल आईडी Email ID : rachiant@rediffmail.com पता Address : PLOT NO. 142 SECTOR-H, INDUSTRIAL AREA, 142, SECTOR-H, 98932, BHOPAL, MADHYA PRADESH-462023, - एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-MP-10-0000989 एमएसई सामाजिक श्रेणी MSE Social Category : General एमएसई लिंग श्रेणी MSE Gender : Male जीएसटीआईएन GSTIN: 23AAWPB1711F1Z6 (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 : WEAR SLEEVE 'VAR-02' OR 'VAR-03' (HY-816.00) (Q3) ब्रांड Brand : RI/835/24-25 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 : WEAR SLEEVE 'VAR-02' OR 'VAR-03' (HY-816.00) (Q3) (Q3) मॉडल Model: RI/835 एचएसएन कोड HSN Code: HSN not specified by seller	15	pieces	3,300	जीएसटी GST (12%) : 5,303.571 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%) : 5,303.571 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (0%) : 0	49,500
कुल ऑर्डर मूल्य Total Order Value (in INR)						49,500

परेषिली विवरण Consignee Detail						
					दिनांक के बाद डिलीवरी शुरू	वितरण पूरा कब तक करना है।

क्र.सं. S.No	प्रेषित 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 : con918.bhelb.up@gembuyer.in संपर्क Contact : 0542-2720895- जीएसटीआईएन GSTIN : 09AAACB4146P2ZC पता Address : BHEL HERP, Tarna, Shivpur, VARANASI, UTTAR PRADESH-221003, India	WEAR SLEEVE 'VAR-02' OR 'VAR-03' (HY-816.00) (Q3)	-	15	13-May-2024	10-Sep-2024

Product Specification for WEAR SLEEVE 'VAR-02' OR 'VAR-03' (HY-816.00) (Q3)

विनिर्देश Specification	उप-विनिर्देश Sub-Spec	मूल्य Value
Custom Specification	Custom Specification	Yes

विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:

1. SpecificationDocument1	mkp.gem.gov.in/catalog_data/catalog_support_document/28/31/215/CatalogAttrs/SpecificationDocument/2024/4/27/2024_04_27_10_14_16_spec-026_2024-04-19-15-26-02_38_2024-04-27-10-14-18_39933f57d239b401799e69f8cd75ead2.pdf
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खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/14752266/54/78/703/CatalogAttrs/SpecificationDocument/2024/4/19/spec-026_2024-04-19-15-26-02_38953416b5d8032b6b4ca3f1a5369895.pdf
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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:
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:
Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

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 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):

TUV

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

2.5 Scope of Supply:

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

2.6 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.

2.7 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.

2.8 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

Bharat Heavy Electricals Limited
Heavy Equipment Repair Plant
Tarna Shivpur Varanasi-221003
website: <https://herp.bhel.com>

Enquiry Number : E-304-24-0026-61-1 Date : 19/Apr/2024

Enquiry For Material :-

SI No	Material Description	Material Code	Quantity	Unit
1	WEAR SLEEVE 'VAR-02' OR 'VAR-03' (HY-816.00) - FULLY M/CD ITEM AS PER DRG. 36118000863/05 WITH MATL AS PER SPECN. AA19332/10 OR AA10455	RV1045955442	15.0	NOS
2	SEAL WEAR RING (HY-311.A.17) - FULLY M/CD HARD CROME PLATED SEAL WEAR RING AS PER DRG. 36100000544/02 WITH MATL AS PER SPECN. HY-19366/01	RV1930166052	100.0	NOS

Remarks

(A) SUPPLY CONDITION:

1. ITEM TO BE SUPPLIED AT HERP STORES.
2. PRE-DESPATCH INSPECTION TO BE CARRIED OUT AS PER QUALITY PLAN NO. RV/MCD/23.A REV:02 AT PARTY'S WORK BY BHEL REPRESENTATIVE.

(B) TECHNICAL DELIVERY CONDITION :

1. MATERIAL IS TO BE SUPPLIED AS PER DRG.
2. DIMENTIONS AND TOLERANCES TO BE MAINTAINED AS PER DRAWING.
3. UST OF THE FORGING TO BE DONE AS PER SPECN. AA0850118 CAT.02.
4. CHROME PLATING TO BE DONE AS PER DRG.
5. ALL THE TECHNICAL REMARKS MENTIONED IN THE DRG MUST BE FULFILLED.
6. DIMENSIONS REPORT IS REQUIRED.

(C) TEST CERTIFICATE : REQUIRED FOR CHEMICAL & MECHANICAL PROPERTIES, UST AND HARDNESS AFTER CHROME PLATING.

(D) GUARANTEE CERTIFICATE : REQUIRED FOR 24 MONTHS AGAINST ANY MANUFACTURING DEFECTS FROM THE DATE OF RECIPT AT BHEL HERP.

(E) "PACKING INSTRUCTION : EACH SEAL WEAR RING SHALL BE WRAPPED IN PUF SHEET AND EACH LOT SHALL BE PACKED IN WOODEN BOXES OF 1" PLANK AND 1.5" BRACKETS. QTY OF LOT SHOULD BE SUITABLY SELECTED AS PER CAPACITY OF WOODEN BOX. ANY SEAL WEAR RING SHALL BE REJECTED IF DENTS ARE OBSERVED AFTER UNPACKING AT OUR WORKS.THEREFORE, PROPER CARE MUST BE TAKEN IN PACKING AND HANDLING DURING TRANSIT."

(F)DELIVERY REQD WITHIN 04 MONTHS FROM THE DATE OF PO.HOWEVER EARLY DELIVERY IS ACCEPTABLE.

(G) SEPARATE OFFER SUBMITTED BY ANY VENDOR ON GEM STANDS NULL AND VOID AS DELIVERY TERMS, PAYMENT TERMS etc. CANNOT BE NEGOTIATED ON GEM.

(H) VENDORS SHALL TAKE TO QUOTE THEIR RATES INCLUSIVE OF GST. ANY DEVIATION IN QUOTED RATE AFTER PRICE BID OPENING SHALL NOT BE ENTERTAINED BY BHEL.

(I) BY SUBMITTING THEIR QUOTATION AGAINST THIS BID IT IS DEEMED THAT VENDORS AGREE TO EACH AND EVERY TERMS & CONDITIONS MENTIONED IN THE BID.

(J) "THE OFFERS OF THE BIDDERS WHO ARE ON THE BANNED OR HOLD LIST AND ALSO THE OFFER OF THE BIDDERS, WHO ENGAGE THE SERVICES OF THE BANNED FIRMS, SHALL BE REJECTED. THE LIST OF BANNED FIRMS IS AVAILABLE ON BHEL WEB SITE www.bhel.com".

(K) BREACH OF CONTRACT, REMEDIES AND TERMINATION: IN CASE OF BREACH OF CONTRACT, WHEREVER THE VALUE OF SECURITY INSTRUMENTS LIKE PERFORMANCE BANK GUARANTEE AVAILABLE WITH BHEL AGAINST THE SAID CONTRACT IS ATLEAST 10% OF THE CONTRACT VALUE, THE SAME BE ENCASHED. IN CASE THE VALUE OF THE SECURITY INSTRUMENTS AVAILABLE IS LESS THAN 10% OF THE CONTRACT VALUE, THE BALANCE AMOUNT BE RECOVERED FROM OTHER FINANCIAL REMEDIES (I.E. AVAILABLE BILLS OF THE CONTRACTOR, RETENTION AMOUNT, ETC. WITH BHEL) OR LEGAL REMEDIES BE PURSUED. FURTHER, LEVY OF LIQUIDATED DAMAGES, DEBARMENT, TERMINATION, DE-SCOPING, SHORT-CLOSURE, ETC., SHALL BE APPLIED AS PER PROVISIONS OF THE CONTRACT.

(L) LIQUIDATED DAMAGES (LD): SUBJECT TO FORCE MAJEURE CONDITIONS, FAILURE TO SUPPLY WITHIN PURCHASE ORDER DELIVERY SCHEDULE WILL MAKE THE SUPPLIER LIABLE TO AN UNCONDITIONAL PENALTY OF 0.5 % PER WEEK OR PART THEREOF SUBJECT TO THE MAXIMUM OF 10% OF THE UNDELIVERED PURCHASE ORDER VALUE EXCLUDING TAXES & DUTIES. NO GRACE PERIOD SHALL BE GIVEN. FURTHER, IN CASE OF LD RECOVERY, THE APPLICABLE GST SHALL ALSO BE RECOVERABLE FROM THE SUPPLIERS.

(M) PAYMENT TERMS:

I. FOR MSEs VENDORS: 100% PAYMENT WITHIN 45 DAYS OF ISSUE OF CONSIGNEE RECEIPT-CUM-ACCEPTANCE CERTIFICATE (CRAC) AND SUBMISSION OF BILL.

II. FOR MEDIUM VENDORS: 100% PAYMENT WITHIN 60 DAYS OF ISSUE OF CONSIGNEE RECEIPT-CUM-ACCEPTANCE CERTIFICATE (CRAC) AND SUBMISSION OF BILL.

III. FOR OTHER SUPPLIERS: 100% PAYMENT WITHIN 90 DAYS OF ISSUE OF CONSIGNEE RECEIPT-CUM-ACCEPTANCE CERTIFICATE (CRAC) AND SUBMISSION OF BILL.

(N) TENDER WILL BE EVALUATED ITEM WISE i.e. L1 WILL BE DECIDED FOR EACH INDIVIDUAL ITEM AND NOT ON TOTALITY BASIS.

(O) RA MAY BE DONE.

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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