

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687762352110

अनुबंध तिथि | Generated Date : 17-May-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4587537](#)

अनुसूची नाम | Schedule Name: Schedule 3, Schedule 4

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 : MGR2AIXFAB संपर्क नंबर   Contact No. : -783061-1119 ईमेल आईडी   Email ID : buyer1340.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: Sr Manager वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : NA				Role: PAO भुगतान का तरीका   Payment Mode: BHEL पद   Designation : Dymgr Fin ईमेल आईडी   Email ID : pay31.bhelb.ua@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address: BHEL, HEEP, Main Admin Building, 4th Floor, Haridwar, Haridwar, UTTARAKHAND-249403, India  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 : DSXR200001553007 कंपनी का नाम   Company Name : TAJ ENTERPRISES संपर्क नंबर   Contact No. : 07869021058 ईमेल आईडी   Email ID : tajenterprisesbhopal23@gmail.com पता   Address : PLOT NO 4 B SEC-F, SUBHASH COLONY,,TAJ ENTERPRISES,,INDUSTRIAL AREA GOVINDPURA,,BHOPAL, BHOPAL, MADHYA PRADESH-462023, India एमआईआई स्थिति   MII Status : True एमएसएमई सत्यापित   MSME verified : Yes एमएसएमई पंजीकरण संख्या   MSME Registration number : UDYAM-MP-10-0000967 एमएसई सामाजिक श्रेणी   MSE Social Category : General एमएसई लिंग श्रेणी   MSE Gender : Male जीएसटीआईएन   GSTIN: 23AACQP4510H1Z4 (R) , (M)						
*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 : Testing and Certification as per Ordering Specification/ Drawing						
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 : 1-W96716601210-DRG-31660170121-00-REV-05-Holder ब्रांड   Brand : TEBPL 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: TEBPL-HOLDER-31660170121 एचएसएन कोड   HSN Code: 8504	860	Pieces	60	जीएसटी   GST (18%) : 7,871.186 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 GST (100%) : 7,871.186 जीएसटी उपकर पर आईटीसी 1   ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2   ITC on GST Cess 2 (0%) : 0	51,600
2	उत्पाद का नाम   Product Name : 1-W96716601538-DRG-31660170152-VAR00-REV-00-Holder ब्रांड   Brand : TEBPL ब्रांड प्रकार   Brand Type : Unbranded कैटलॉग की स्थिति   Catalogue Status: Catalogue not verified by OEM	1,856	Pieces	30	जीएसटी   GST (18%) : 8,493.559 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	55,680

कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्धा Category Name & Quadrant : BOQ (Q3) मॉडल Model: TEBPL-HOLDER-31660170152 एचएसएन कोड HSN Code: 8504				(ITC) on GSTI (100%) : 8,493.559 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)						107,280	
परिषिती विवरण   Consignee Detail							
क्र.सं.   S.No	परिषिती   Consignee	वस्तु   Item	लॉट नंबर   Lot No.	मात्रा   Quantity	दिनांक के बाद डिलीवरी शुरू करना है   Delivery Start After	वितरण पूरा कब 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	1-W96716601210-DRG-31660170121-00-REV-05-Holder	-	860	17-May-2024	16-Jul-2024	
		1-W96716601538-DRG-31660170152-VAR00-REV-00-Holder	-	1,856	17-May-2024	16-Jul-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>							
<p><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.</p>							
<p><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.</p>							
विनिर्देश   Specification2							
<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>							
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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							
<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>							

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:

- The Seller fails to comply with any material term of the Contract.
- 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.
- 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.
- The Seller becomes bankrupt or goes into liquidation.
- The Seller makes a general assignment for the benefit of creditors.
- A receiver is appointed for any substantial property owned by the Seller.
- The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

#### 2.3 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.

#### 2.4 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 Scope of Supply.

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

#### 2.6 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

- Delivery mentioned above is indicative, bidders to quote their best possible delivery schedule.**

## 2. Payment Terms:

**100% payment along with taxes, freight & insurance will be made after receipt and acceptance of material as per below:**

- Micro & Small Enterprises (MSEs) <=45 days**
- Medium Enterprises <=60 days**
- Non MSME <=90 days**

**subject to submission of non-discrepant documents as per terms and conditions of GeM contract.**

## 3. Conflict of Interest: "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:**

- they have controlling partner (s) in common; or**
- they receive or have received any direct or indirect subsidy/ financial stake from any of them; or**
- they have the same legal representative/agent for purposes of this bid; or**
- they have relationship with each other, directly or through common third parties, that p**

uts 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. "

4. **Risk Purchase:** In case of abnormal delays (beyond the maximum late delivery period as per LD clause) in supplies / defective supplies or nonfulfillment 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 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 suppliers / 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 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-suspension-business-dealings-supplierscontractors>".

5. In course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discount from respective L-1 bidders.

In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of respective L-1 bidders or their representatives."

6. Deviations, if any, to be mentioned explicitly in the offer. In case of no explicit mention of deviation (if any), it's deemed that all terms and conditions of the tender (including all annexures) are acceptable to the supplier in-toto.
7. Testing and certification as per Ordering specification & Drawing.
8. Rest terms and conditions shall be as per latest GeM GTC.
9. Kindly note that there are separate PQRs for Schedule nos. 1, 2, 3 (20231778) & for Schedules-4 & 5 (20232712). Kindly submit documents accordingly.

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.