

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687721807792

अनुबंध तिथि | Generated Date : 27-May-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4919249](#)

अनुसूची नाम | Schedule Name: Schedule 3, 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: santosh chand वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : SDGM	भुगतान का तरीका   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 :	8D89200001520676
कंपनी का नाम   Company Name :	SATGURU CASTING COMPANY
संपर्क नंबर   Contact No. :	08435504036
ईमेल आईडी   Email ID :	scc.casting2019@gmail.com
पता   Address :	PLOT NO 50 B AND 50 C, SECTOR B, SIRGITTI INDUSTRIAL AREA, SIRGITTI, Bilaspur, CHHATTISGARH-495004, -
एमएसएमई पंजीकरण संख्या   MSME Registration number :	UDYAM-CG-02-0002657
एमएसई सामाजिक श्रेणी   MSE Social Category :	General
एमएसई लिंग श्रेणी   MSE Gender :	OTHERS
जीएसटीआईएन   GSTIN:	22ADNFS9077P1Z3 (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 : 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 : RV9211121329 JOURNAL LOCK NUT VAR-01 (HY-902.02) AS PER DRG. 26108802132. C REV01 MATL AA19511/09 ब्रांड   Brand : SCC ब्रांड प्रकार   Brand Type : Registered Brand 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 : RV9211121329 JOURNAL LOCK NUT VAR-01 (HY-902.02) AS PER DRG. 26108802132. C REV01 MATL AA19511/09 (Q3) मॉडल   Model: RV9211121329 JOURNAL LOCK NUT VAR-01 (HY-902.02) एचएसएन कोड   HSN Code: 73259900	86	pieces	8,278.88	जीएसटी   GST (18%) : 108,607.68 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 GST1 (100%) : 108,607.68 जीएसटी उपकर पर आईटीसी 1   ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2   ITC on GST Cess 2 (0%) : 0	711,983.68
2	उत्पाद का नाम   Product Name : RV1910101052 AIR SEAL RING UPPER (HY-357.00) AS PER DRG. HY-357. C UNMACHINED CONDITION AA19511/09 ब्रांड   Brand : SCC ब्रांड प्रकार   Brand Type : Registered Brand 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 : RV1910101052 AIR SEAL	73	pieces	12,183.5	जीएसटी   GST (18%) : 135,670.5 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) (आईटीसी)	889,395.5

RING UPPER (HY-357.00) AS PER DRG. HY-357. C UNMACHINED CONDITION AA19511/09 (Q3) मॉडल   Model: RV1910101052 AIR SEAL RING UPPER (HY-357.00) UnM/C एचएसएन कोड   HSN Code: 73259900				on GSTI (100%) : 135,670.5 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)					1,601,379.18	
<b>परोपिती विवरण   Consignee Detail</b>						
क्र.सं.   S.No	परोपिती   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 : con918.bhelb.up@gembuyer.in संपर्क   Contact : 0542-2720895- जीएसटीआईआईएन   GSTIN : 09AAACB4146P2ZC पता   Address : BHEL HERP, Tarna, Shivpur, VARANASI, UTTAR PRADESH-221003, India	RV9211121329 JOURNAL LOCK NUT VAR-01 (HY- 902.02) AS PER DRG. 26108802132. C REV01 MATL AA19511/09	-	86	27-May-2024	24-Sep-2024
		RV1910101052 AIR SEAL RING UPPER (HY-357.00) AS PER DRG. HY-357. C UNMACHINED CONDITION AA19511/09	-	73	27-May-2024	24-Sep-2024
<b>Product Specification for RV9211121329 JOURNAL LOCK NUT VAR-01 (HY-902.02) AS PER DRG. 26108802132. C REV01 MATL AA19511/09</b>						
<b>विनिर्देश   Specification</b>		<b>उप-विनिर्देश   Sub-Spec</b>		<b>मूल्य   Value</b>		
Custom Specification		Custom Specification		Yes		
<b>विक्रेता विशिष्टता दस्तावेज़   Seller Specification Document:</b>						
1. <a href="#">SpecificationDocument1</a>		mkp.gem.gov.in/catalog_data/catalog_support_document/43/42/243/CatalogAttrs/SpecificationDocument/2024/5/17/2024_05_17_07_13_24_spec-093_2024-05-06-17-10-29_ba_2024-05-17-07-13-54_e89f0b4312d1 80a4f47a5872ccf28713.pdf				
<b>खरीदार विशिष्टता दस्तावेज़   Buyer Specification Document:</b>						
1. <a href="#">SpecificationDocument</a>		mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/14752266/54/78/703/CatalogAttrs/SpecificationDocument/2024/5/6/spec-093_2024-05-06-17-12-53_c776c129eb93d786a23a5c87fa67be4 c.pdf				
<b>Product Specification for RV1910101052 AIR SEAL RING UPPER (HY-357.00) AS PER DRG. HY-357. C UNMACHINED CONDITION AA19511/09</b>						
<b>विनिर्देश   Specification</b>		<b>उप-विनिर्देश   Sub-Spec</b>		<b>मूल्य   Value</b>		
Custom Specification		Custom Specification		Yes		
<b>विक्रेता विशिष्टता दस्तावेज़   Seller Specification Document:</b>						
1. <a href="#">SpecificationDocument1</a>		mkp.gem.gov.in/catalog_data/catalog_support_document/43/42/243/CatalogAttrs/SpecificationDocument/2024/5/17/2024_05_17_05_32_11_spec-093_2024-05-06-17-10-29_ba_2024-05-17-05-33-07_fcfd3ab8200 579fe76d6e673e40acdd.pdf				
<b>खरीदार विशिष्टता दस्तावेज़   Buyer Specification Document:</b>						
1. <a href="#">SpecificationDocument</a>		mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/14752266/54/78/703/CatalogAttrs/SpecificationDocument/2024/5/6/spec-093_2024-05-06-17-06-33_3ea967e9fbaf75d30752f9d01336e4 d.pdf				
<b>ईपीबीजी विवरण   ePBG Detail</b>						
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-304-24-0104-61-1      Date : 06/May/2024**

### **Enquiry For Material :-**

SI No	Material Description	Material Code	Quantity	Unit
1	AIR SEAL RING UPPER (HY-357.00) AS PER DRG. HY-357.C WITH MATL AS PER SPECN. AA19511/09	RV1910101052	73.0	NOS
2	BOWL HUB COVER HY-028.00 AS PER DRG 26117600138-C WITH MATERIAL AS PER SP EC AA19511/09	RV9211101387	9.0	NOS

**Remarks****(A) SUPPLY CONDITION :**

1. ITEM TO BE SUPPLIED AT BHEL HERP STORES.
2. PRE-DESPATCH INSPECTION WILL BE CARRIED OUT AS PER QUALITY PLAN RV/C&F/119 REV-00 AT PARTY'S WORKS BY BHEL REPRESENTATIVE.

**B) TECHNICAL DELIVERY CONDITION:**

1. MATERIAL SHOULD BE AS PER SPECN.AA19511/09.
2. DIMENSIONS AND TOLERANCES TO BE MAINTAINED AS PER DRG.
3. CASTING SHOULD BE FREE FROM ALL DEFECTS.
4. ALL THE TECHNICAL NOTINGS MENTIONED IN THE RESPECTIVE DRGS. SPECIFICATION & QUALITY PLANS SHOULD BE STRICTLY FOLLOWED.
5. HEAT TREATMENT CHART IS REQUIRED.
6. DIMENSIONS REPORT IS REQUIRED.
7. CASTING SHOULD BE PROPERLY FETTLED.

**(C) TEST CERTIFICATE : REQUIRED FOR CHEMICAL & MECHANICAL PROPERTIES OF RAW MATL. UT & DP REPORT REQUIRED AS PER QP.**

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

**(E) PACKING CONDITION : LOOSE**

**(F) DELIVERY IS REQUIRED WITHIN 04 MONTHS FROM PO DATE. 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](http://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 .**

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