

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687795743054

अनुबंध तिथि | Generated Date : 29-May-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4894024](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्रकार 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 Engineer3 संपर्क नंबर Contact No. : 0542-2720916- ईमेल आईडी Email ID : buyer1279.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: DY. MANAGER (PUR) वित्तीय अनुमोदन का पदनाम Designation of Financial Approval: NA	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 : VW2J240011853856 कंपनी का नाम Company Name : URVASHI GAS AGENCY संपर्क नंबर Contact No. : 09450183754 ईमेल आईडी Email ID : urvashigasa@gmail.com पता Address : S3/61-62, ORDERLY BAZAR, ORDERLY BAZAR, KUTCHERY, Varanasi, UTTAR PRADESH-221002, - एमएसएमई सत्यापित MSME verified : No एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-UP-75-0068014 एमएसई सामाजिक श्रेणी MSE Social Category : OBC एमएसई लिंग श्रेणी MSE Gender : Male जीएसटीआईएन GSTIN: 09AAIFU0539Q1ZH (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

#	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 : BHARAT METAL CUTTING GAS (BMCG) ब्रांड Brand : BMCG (BHARAT METAL CUTTING GAS) 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 : BHARAT METAL CUTTING GAS (BMCG) (Q3) मॉडल Model: BHARAT METAL CUTTING GAS (BMCG) एचएसएन कोड HSN Code: 2711	100	pieces	1,652	जीएसटी GST (18%) : 25,200 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%) : 25,200 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (0%) : 0	165,200
कुल ऑर्डर मूल्य Total Order Value (in INR)						165,200

परोक्षी विवरण Consignee Detail
लॉट नंबर दिनांक के बाद डिलीवरी शुरू वितरण पूरा कब तक करना है Delivery To

क्र.सं. S.No	परेषिती Consignee	वस्तु Item	Lot No.	मात्रा Quantity	करना है Delivery Start After	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	BHARAT METAL CUTTING GAS (BMCG)	-	100	29-May-2024	29-May-2025

Product Specification for BHARAT METAL CUTTING GAS (BMCG)

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/66/00/298/CatalogAttrs/SpecificationDocument/2024/5/16/2024_05_16_18_01_17_bharat_petroleum__metal_cutting_2024-05-16-18-01-19_866887bfed717ed076081eac98a785af.pdf
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खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/2136854/54/78/703/CatalogAttrs/SpecificationDocument/2024/4/27/pqr_2024-04-27-11-04-16_d81fb9c71957e3650013e23ee0de50fc.pdf
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शुद्धिपत्र | Corrigendum

- तक बढ़ाया गया | Extended Upto : 2024-05-14 12:00:00
- तक बढ़ाया गया | Extended Upto : 2024-05-21 12:00:00
- तक बढ़ाया गया | Extended Upto : 2024-05-24 10:00:00

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

- 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.
- 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.
- 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.
- 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.
- 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 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.

2.5 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

Enquiry For Material :-

SI No	Material Description	Material Code	Quantity	Unit
1	LPG/CUTTING GAS IN COMMERCIAL CYLINDERS OF 19 Kg OF IOCL/HPCL/BPCL.	RV544070000	100.0	NOS

Remarks

(A) SUPPLY CONDITION

1.MATERIAL TO BE SUPPLIED AT BHEL HERP STORES.

2.THIS ENQUIRY IS FOR ENTERING INTO ANNUAL RATE CONTRACT FOR SUPPLY OF LPG CUTTING GAS.

(B) TECHNICAL DELIVERY CONDITION:

1. LPG/CUTTING GAS TO BE SUPPLIED IN CYLINDERS. GAS CONTENT IN EACH CYLINDER SHOULD BE 19 KG.

(C) INSPECTION : INSPECTION WILL BE CARRIED OUT AT HERP. BHEL STORES WILL WITNESS THE WEIGHT CHECK OF EACH CYLINDER INSIDE BHEL ON BHEL BALANCE AND VARIATION OF 1% IN WEIGHT OVER FILLED WEIGHT WILL BE PERMISSIBLE DUE TO WEAR/TEAR, LONG STORAGE OF CYLINDER AS A SPECIAL CASE . COPY OF THE SAME JOINT INSPECTION REPORT TO BE GIVEN TO BHEL QC FOR SRV CLEARANCE.

(D) DELIVERY: GAS CYLINDERS MAX QTY-10 NOS TO BE SUPPLIED WITHIN 10 DAYS BY PARTY TIME TO TIME WHEN REQUIRED BY BHEL.

(E) QUANTITY VARIATION: SINCE THIS ENQUIRY IS FOR ENTERING INTO ANNUAL RATE CONTRACT FOR SUPPLY OF LPG CUTTING GAS, HENCE QUANTITY VARIATION OF 15% MAY BE ACCEPTED.

(F) PARTY HAS TO OFFER THE DISCOUNTED RATE ON CURRENT RULLING RATE (CURRENT RULLING RATE IS 193750 (for 100 CYLINDER) ,RATES ARE INCLUSIVE OF TAXES). DISCOUNT PER CYLINDER WILL BE CALCULATED IN FOLLOWING FORMULA :-

(CURRENT RULLING RATE - QUOTED RATE) /100.

THIS DISCOUNT WILL BE APPLICABLE FOR FUTURE SUPPLIES ON RULLING RATE AND THE DISCOUNT AMOUNT SHALL BE DEDUCTED FROM PREVAILING RATE AT THE TIME OF SUPPLY.

(G) THE L1 VENDOR WILL BE DECIDED ON THE BASIS OF LOWEST RATE AFTER DISCOUNT FROM RULLING RATE. THE L1 RATE SHALL BE ONLY FOR THE PURPOSE OF DECIDING THE L1 VENDOR FOR ORDER PLACEMENT.

(H) OFFERS WITHOUT DISCOUNT WILL BE CONSIDERED AS NIL DISCOUNT OFFERED.

(I) 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 COVERED 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.

(J) 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.

(K) SEPARATE OFFER SUBMITTED BY ANY VENDOR ON GEM STANDS NULL AND VOID AS DELIVERY TERMS, PAYMENT TERMS etc. CANNOT BE NEGOTIATED ON GEM. THE OFFERS WITH TECHNICAL/ COMMERCIAL DEVIATIONS ARE LIABLE TO BE REJECTED WITHOUT ANY PRIOR INTIMATION.

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

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

(N) THE OFFERS OF THE BIDDERS WHO ARE ON THE BANNED 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.

(O)PAYMENT TERMS:

I.FOR MSEs VENDORS: 100% AGAINST SRV WITHIN 45 DAYS THROUGH EFT (ELECTRONIC FUND TRANSFER) FROM THE DATE OF RECEIPT OF MATERIAL (DATE OF SRV) AT BHEL HERP VARANASI STORES AS PER PO.

II.FOR MEDIUM ENTERPRISES VENDORS: 100% AGAINST SRV WITHIN 60 DAYS THROUGH EFT (ELECTRONIC FUND TRANSFER) FROM THE DATE OF RECEIPT OF MATERIAL (DATE OF SRV) AT BHEL HERP VARANASI STORES AS PER PO.

III. FOR NON- MSME: 100% AGAINST SRV WITHIN 90 DAYS THROUGH EFT (ELECTRONIC FUND TRANSFER) FROM THE DATE OF RECEIPT OF MATERIAL (DATE OF SRV) AT BHEL HERP VARANASI STORES AS PER PO.

IV.BHEL HERP WILL MAKE PAYMENTS IN TWO PARTS: -

PART-I: BASIC INVOICE VALUE AND ALL OTHER CHARGES (EXCEPT GST AMOUNT) WILL BE PAID AS PER P.O. PAYMENT TERMS.

PART-II: GST PORTION OF INVOICE VALUE WILL BE PAID ONLY AFTER FULFILLING FOLLOWING CONDITIONS:

(A) PAYMENT OF GST AMOUNT INTO GOVT. ACCOUNT BY SUPPLIER AGAINST INVOICE RAISED TO BHEL.

(B) FILING OF GST RETURN

(C) DISPLAY OF GST CREDIT AGAINST BHEL GSTIN NO.09AAACB4146P2ZC IN GSTR-2B ON GSTN PORTAL.

2.6 Buyer Added Bid Specific ATC:

Buyer uploaded ATC document [Click here to view the file.](#)

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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