

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687777847455

अनुबंध तिथि | Contract Generated Date : 31-May-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4828959](#)

| 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: 10140027-HPBP Trichy | पद Designation : MS PLANNING 3 संपर्क नंबर Contact No. : - ईमेल आईडी Email ID : buycon2060.bhelb.tn@gembuyer.in जीएसटीआईएन GSTIN : - पता Address : HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU, INDIA., TIRUCHIRAPPALLI, TAMIL NADU-620014, 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/M&S वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : DGM/FINANCE | Role: PAO भुगतान का तरीका Payment Mode: BHEL पद Designation : PAYMENT AUTHORITY ईमेल आईडी Email ID : pao7.bhelb.tn@gembuyer.in जीएसटीआईएन GSTIN : - पता Address: HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU, INDIA., Tiruchirappalli, TAMIL NADU-620014, 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) |

| परेषिती विवरण Consignee Details | | |
|-----------------------------------|---|---|
| क्र.सं. S.No | परेषिती नाम & पता Consignee Name & Address | सेवा विवरण Service Description |
| 1 | संपर्क Contact : 0431-2577452- ईमेल आईडी Email ID : buycon604.bhelb.tn@gembuyer.in जीएसटीआईएन GSTIN : - पता Address : HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA., TIRUCHIRAPPALLI, TAMIL NADU-620014, India | Custom Bid for Services - PAINTING OF FURNACES DUCTS AND PRESSURE VESSELS WITH HEAT RESISTANT ALUMINIUM PAINT AT HPBP UNIT1 AND 2 BHEL TRICHY |

| सेवा प्रदाता विवरण Service Provider Details |
|---|
| जेम विक्रेता आईडी GeM Seller ID : 06K4210003348594 कंपनी का नाम Company Name : MOOKAIYAN CONTRACTOR संपर्क नंबर Contact No. : 09787794770 ईमेल आईडी Email ID : mookaiyan1972@gmail.com पता Address : 1/23,MIDDLE STREET, PALAMPATTI NORTH VILLAGE,SENGIPATTI VIA,THANJAVUR, Thanjavur, TAMIL NADU-613402, - एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-TN-22-0008868 एमएसई सामाजिक श्रेणी MSE Social Category : General एमएसई लिंग श्रेणी MSE Gender : Male जीएसटीआईएन GSTIN: NA |

*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Consignee

| सेवा विवरण Service Details |
|------------------------------|
|------------------------------|

सेवा प्रारंभ दिनांक (नवीनतम) | Service Start Date (latest by): 07-Jun-2024 सेवा समाप्ति तिथि | Service End Date : 06-Jun-2025

श्रेणी नाम | Category Name : Custom Bid for Services

| बिलिंग चक्र Billing Cycle: monthly | | | |
|--|---|--|-------------------------------------|
| विवरण Description | | The quantity of procurement "1" indicates Project based or Lumpsum based hiring. | Lumpsum Cost of Service in totality |
| Description /Nomenclature of Service Proposed for procurement using custom bid functionality | PAINTING OF FURNACES DUCTS AND PRESSURE VESSELS WITH HEAT RESISTANT ALUMINIUM PAINT AT HPBP UNIT1 AND 2 BHEL TRICHY | 1 | 310105 |
| Regulatory/ Statutory Compliance of Service | YES | | |
| Compliance of Service to SOW, STC, SLA etc | YES | | |

| | | | | |
|--|-------------------|---------------------------------|---|--|
| कुल राशि (सूत्र) Total Amount (Formula) : (1*Lumpsum Cost of Service in totality) | | | | |
| ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR) | | | | 310105 |
| कुल ऐडऑन मूल्य Total Addon Value(INR) | | | | 0 |
| ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR) | | | | 310105 |
| कर द्विभाजन Tax Bifurcation | | | | |
| विशिष्ट Particular | जीएसटी GST (0%) | जीएसटी उपकर 1 GST Cess 1 (0%) | जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी) Input Tax Credit (ITC) on GST (0%) | जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (0%) |
| Custom Bid for Services | 0 | 0 | 0 | 0 |
| अनुबंध की राशि Amount of Contract | | | | |
| सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR) | | | | 310105 |
| सलाहकार बैंक Advisory Bank : | | | | NA |
| ईपीबीजी प्रतिशत (%) ePBG Percentage(%): | | | | NA |
| | | | | |

एसएलए विवरण | SLA Details

Preface : Agreement representing a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Service Provider has been uploaded in bid section . The purpose of the agreement uploaded is to facilitate implementation of Services intended by the Buyer . Each documents as uploaded by buyer should be read in totality to conclude the requirement of Custom e Bid floated on portal .

The Agreement uploaded in bid section will generally contain the Scope of Work, (SOW) , stakeholder's obligations, Special Terms and Conditions (STC) related to service delivery as formulated by the Buyer and Payment Terms etc of the service for mutual understanding of the stakeholders. The Agreement remains valid till completion of Scope of Services or end of contractual duration (whichever is earlier) unless either superseded by a revised agreement mutually endorsed by the stakeholders or terminated by either of the parties thereof.

Guiding Principle : The Services contracts placed shall be governed by following set of Terms and Conditions :

1. General Terms and Conditions for Goods and Services;
2. Buyer's Formulated Service Specific STC including the Service Level Agreement (SLA) for the service as uploaded with the bid in form of suitable matching document ,

The above terms and conditions are in reverse order of precedence .Service specific STC supersede GTC, whenever there are any conflicting provisions. The above set of terms and conditions along with scope of work and service level agreement as enumerated in the document shall be construed to be part of the Contract between Buyer and Service Provider.

Intended Objectives And Goals of SLA : The objective of Agreement (SLA) as uploaded in bid section is to ensure that all the commitments and obligations are in place to ensure consistent delivery of service to buyer by service provider. Generally The goals of an Agreement are to:

1. Provide clear reference to service ownership, accountability, roles and/or responsibilities of both parties
2. Present a clear, concise and measurable description of service offered to the buyer
3. Establish Terms and Conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified
4. To ensure that all the parties understand the consequences in case of termination of services due to any of the stated reasons
5. The agreement will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same. The agreement can also be revised/ modified on mutual consent of the stakeholders.

Parties To The Agreement

The main stakeholders associated with this agreement are:

1. Buyer: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed.
2. Service Provider: Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller, any authorized agents, assignees, successors and nominees as described in the agreement

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level /penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders would have read and understood the same before signing the SLA document.

ADVISORY WITH RESPECT TO SCOPE OF SERVICE

Scope of Work (SOW) is the most important & crucial component of any bidding process. It is for this that the whole bidding process is entered upon to execute the scope of work and deliver outcomes that the Government strives for. Scope of work directly affects the performance of contract therefore utmost care should be taken to avoid ambiguity with respect to deliverable .

For example , in case of Complex / Intricate Consulting Services , Some key guiding principles for drafting scope of work may be as under :

- "Detailed" specification of requirements is extremely critical – please ensure that even standard assumptions on scope of work are laid down and described .
- Make sure that specifications are endorsed by key stakeholders .
- Identify mandatory and non-mandatory requirements in scope of work . It should clearly provide the outcomes expected from solution/service delivery .
- The scope of work should mention what the outcome is based upon – time or material?
- A check should be made that the final specification of requirements :(a) addresses the targeted outcomes and business objectives . (b)meets the agreed stakeholder needs (c) covers whole-of-life of the contract deliverables .
- The objective, structure and expected set of contents of each knowledge item/deliverable should be laid down, in as much detail as possible, rendering the best level of clarity to it.
- The coverage of services needed in the form of activities like client visits, geographies to be studied, stakeholder meetings / interviews / workshops to be conducted, must be detailed out to avoid delivery compromises .
- Buyer must ensure that the service provider complies with the Rule 144(xi) of General Financial Rules (GFR), 2017 and the product supplied, if any, must also comply with Make In India guidelines of DPIIT"

Important Note : Buyers authorities are advised to upload GAR report positively and without fail at appropriate place to ensure process complinace . Buyer may indicate about requirement Past Experience if so required by uploading the same at time of bid creation including approval of their competent authority . Service Providers's response may be assessed atime of technical evaluation.

Price Variation Clause:

"It is advisable to include Price Variation Clause in the long term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."

शुद्धिपत्र | Corrigendum

1. GeM-Bidding-Corr-6276688-1.pdf :[यहां क्लिक करें | click here](#)

अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार | Additional Required Data/Document(s) : Buyer

1. Scope of Work :[click here](#)
2. GEM Availability Report (GAR) : [click here](#)
3. Service Level Agreement (SLA) : [click here](#)
4. Payment Terms :[click here](#)

अतिरिक्त डेटा/दस्तावेज़: विक्रेता | Additional Data/Document(s) : Seller

1. Compliance Documents In Respect Of Sow Etc :[click here](#)

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 buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2.2 Buyer Added Bid Specific Scope Of Work(SOW):

File Attachment [Click here to view the file](#).

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।

Note: This is system generated file. No signature is required.