

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687739904701

अनुबंध तिथि | Generated Date : 06-Jun-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4829463](#)

अनुसूची नाम | Schedule Name: Schedule 2, 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: 10380038-Heavy Plates & Vessels Plant	पद   Designation : Buyer 10 संपर्क नंबर   Contact No. : 0891-2881312- ईमेल आईडी   Email ID : con138.bhelb.mp@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address : Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam - 530012 (AP), India., VISAKHAPATNAM, ANDHRA PRADESH-530012, 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 वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : SR MANAGER	Role: PAO भुगतान का तरीका   Payment Mode: BHEL पद   Designation : PAO1 ईमेल आईडी   Email ID : pao23.bhelb.ap@gembuyer.in जीएसटीआईएन   GSTIN : 37AAACB4146P7Z8 पता   Address: Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam - 530012 (AP), India., Visakhapatnam, ANDHRA PRADESH-530012, India भुगतान समयसीमा   Payment Timelines: Payments shall be made to the seller within 45 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 : DH9J230007986187 कंपनी का नाम   Company Name : DELTAT AEROSPACE PRIVATE LIMITED संपर्क नंबर   Contact No. : 08129995941 ईमेल आईडी   Email ID : nikhil@deltataero.com पता   Address : 3rd Floor/403, Premier Krishna, 1st Cross Road, JP Nagar Phase 7, Bangalore, KARNATAKA-560078, - एमएसएमई पंजीकरण संख्या   MSME Registration number : UDYAM-KR-03-0197317 एमएसई सामाजिक श्रेणी   MSE Social Category : OBC एमएसई लिंग श्रेणी   MSE Gender : Male जीएसटीआईएन   GSTIN: 29AAJCD4137F1ZM (B) , (R) , (M)

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

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 : Monoblock Assembly ब्रांड   Brand : DeltaT Aerospace Private Limited 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 : Monoblock Assembly (Q3) मॉडल   Model: DTA-CS-MA-2401 एचएसएन कोड   HSN Code: HSN not specified by seller	2	set	251,316.4	जीएसटी   GST (18%) : 76,672.8 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 I (100%) : 76,672.8 जीएसटी उपकर पर आईटीसी 1   ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2   ITC on GST Cess 2 (0%) : 0	502,632.8
	उत्पाद का नाम   Product Name : Monoblock Assembly ब्रांड   Brand : DeltaT Aerospace Private Limited ब्रांड प्रकार   Brand Type : Unbranded कैटलॉग की स्थिति   Catalogue Status: Catalogue not				जीएसटी   GST (18%) : 38,313 जीएसटी उपकर 1   GST Cess 1 (0%) : 0	

2	verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश  Category Name & Quadrant : Monoblock Assembly (Q3) मॉडल  Model: DTA-CS-MA-2401 एचएसएन कोड  HSN Code: HSN not specified by seller	1	set	251,163	जीएसटी उपकर 2 GST Cess 2 (0 per accounting unit) : 0 जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी) Input Tax Credit (ITC) on GST1 (100%) : 38,313 जीएसटी उपकर पर आईटीसी 1  ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2  ITC on GST Cess 2 (0%) : 0	251,163
कुल ऑर्डर मूल्य   Total Order Value (in INR)						753,795.8
परोक्षिती विवरण  Consignee Detail						
क्र.सं.  S.No	परोक्षिती  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 : buyer1073.bhelb.ts@gembuyer.in संपर्क  Contact : 0891-2881369- जीएसटीआईएन  GSTIN : - पता Address : Bharat Heavy Electricals Limited Heavy Plates and Vessels Plant (A Government of India Enterprise) Visakhapatnam – 530012 (AP), India., VISAKHAPATNAM, ANDHRA PRADESH-530012, India	Monoblock Assembly	-	2	06-Jun-2024	29-Aug-2024
		Monoblock Assembly	-	1	06-Jun-2024	29-Aug-2024
Product Specification for Monoblock Assembly						
विनिर्देश  Specification			उप-विनिर्देश  Sub-Spec		मूल्य  Value	
Custom Specification			Custom Specification		Yes	
विक्रेता विशिष्टता दस्तावेज़  Seller Specification Document:						
1. <a href="#">SpecificationDocument1</a>			mkp.gem.gov.in/catalog_data/catalog_support_document/50/18/518/CatalogAttrs/SpecificationDocument/2024/4/6/2024_04_06_11_04_54_technical_specification_2024-04-06-11-05-01_ca6904357bff06b7daede378cdb5097a.pdf			
खरीदार विशिष्टता दस्तावेज़  Buyer Specification Document:						
1. <a href="#">SpecificationDocument</a>			mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/2803695/54/78/703/CatalogAttrs/SpecificationDocument/2024/4/1/tender_document_2024-04-01-16-06-39_2117b26613db8232a8734f7a07c0dacb.pdf			
Product Specification for Monoblock Assembly						
विनिर्देश  Specification			उप-विनिर्देश  Sub-Spec		मूल्य  Value	
Custom Specification			Custom Specification		Yes	
विक्रेता विशिष्टता दस्तावेज़  Seller Specification Document:						
1. <a href="#">SpecificationDocument1</a>			mkp.gem.gov.in/catalog_data/catalog_support_document/50/18/518/CatalogAttrs/SpecificationDocument/2024/4/6/2024_04_06_11_04_54_technical_specification_2024-04-06-11-05-01_ca6904357bff06b7daede378cdb5097a.pdf			
खरीदार विशिष्टता दस्तावेज़  Buyer Specification Document:						
1. <a href="#">SpecificationDocument</a>			mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/2803695/54/78/703/CatalogAttrs/SpecificationDocument/2024/4/1/tender_document_2024-04-01-16-05-28_cc3c1b129b895a495e8b52f7b125567f.pdf			
शुद्धिपत्र  Corrigendum						
1. तक बढ़ाया गया  Extended Upto : 2024-04-22 14:00:00						
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

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

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

BHEL STORES  
HEAVY PLATES AND VESSELS PLANT  
BHARAT HEVY ELECTRICALS LIMITED  
PIN-530012  
VISAKHAPATNAM  
.

#### 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 Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

#### 2.5 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.

#### 2.6 Scope of Supply:

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

#### 2.7 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):

BY BHEL AT VENDOR WORKS

Post Receipt Inspection at consignee site before acceptance of stores:

BY BHEL AT BHEL VISAKHAPATNAM

#### 2.8 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.

#### 2.9 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.

#### 2.10 Warranty:

Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along

with the bid.

2.11 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

## SCOPE DESCRIPTION: SUPPLY OF MONOBLOCKS

BHEL ENQUIRY NO WITH DATE: H242400014 Dated 02.04.2024.

### 1) INSTRUCTIONS TO BIDDERS

- a. Bidder shall submit Categorical Confirmation of Technical specification and commercial terms & conditions as per GEM NIT. Vendor shall comply to all the additional clauses mentioned in GeM Bid Document. The offers of those Vendors who do not comply with all the Clauses in total are likely to be rejected. Documents submitted with the offer shall be signed and stamped on each page by authorised representative of the vendor.
  - b. Bidder shall follow GeM general terms and conditions( <https://gem.gov.in/page/detail/34>) and submit the offer.
  - c. All the terms and conditions mentioned in Special terms and conditions & TDC (Technical Delivery Conditions) shall supersede any other similar terms quoted elsewhere.
  - d. **QUOTED PRICE:** - Bidder shall quote the Price inclusive of Freight, P&F, Transit Insurance, Inspection charges (if applicable), GST, GeM transaction charges after order placement and any other taxes.
  - e. **Contact Details:** - For any Technical/Commercial/GEM queries: Mr. Jai C Singh (0891-288 1312). Vendor shall provide contact details for further correspondence.
- 2) **PRE-QUALIFICATION CRITERIA(PQC) / ELIGIBILITY CRITERIA:** The bidder should have completed similar precision works for PSU/Government Organization in last 5 years from the tender issue date i.e. 02.04.2024. PO Copy shall be submitted along with the bid.
- 3) **TDC (TECHNICAL DELIVERY CONDITIONS)** - As per Technical Specification ( TDC: RD-MONOBLOCK-01 Dated 15.03.2024) and Annexure I and as per GEM NIT.
- 4) **Delivery period:** Both items i.e. ( 02 sets of item 01 and 05 sets of item 02) to be supplied within 12 Weeks from issue date of final approved drawings by BHEL.

### 5) SPECIAL TERMS AND CONDITIONS:

- 1) **VENDOR TO COMPLY TECHNICAL SPECIFICATION AND GEM NIT GTC.**
- 2) **QUALITY PLAN:** As per Technical Specification.
- 3) **EVALUATION:** - Tender shall be evaluated item wise.
- 4) **GUARANTEE CERTIFICATE:** As per GEM NIT.
- 5) **Warranty:** As per GEM NIT.
- 6) **Quantity Tolerance:** NA
- 7) **The supplied material will be tested for performance before accepting/ clearance of the materials.**
- 8) **Deviations:** Any Deviations w.r.t Technical Specification and NIT terms and conditions is not acceptable. Vendor to quote only Price inclusive of all taxes and charges for each item. Offers of vendors with any deviations to Technical Specification and NIT terms & Conditions will be liable for rejections.
- 9) **PAYMENT TERMS:** 100% Payment within 45 days for MSE Vendors, 60 days for Medium Enterprises and 90 days for Non -MSME Vendors from the date of receipt and acceptance of material.
- 10) **Arbitration:** Notwithstanding anything contained in any document whatsoever, all questions, matters, disputes and claims relating to and arising out of this contract, shall be referred to sole arbitrator, who shall be appointed by the Head of the Unit, BHEL, Visakhapatnam at his sole discretion. Such appointment of arbitrator shall not take place unless and until a written request for appointment of arbitrator from any of the parties to the contract has been received by the Head of the Unit as aforesaid. The arbitrator shall give his reasoned award. It is a term of this contract that no person other than a person appointed by such Head of the Unit as aforesaid should act as arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all. The venue of arbitration shall be such place as may be decided by the Head of the Unit.
- 11) **Force Majeure Clause:** If at the time during the continuance of this contract the performance in whole or in part by either party of any obligations under the contract shall be prevented or delayed by reason, of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions epidemics, quarantine, restrictions or acts of GOD (hereinafter referred to as events) then provided notice of happening of any such events is given by either party to other within twenty one days from the date of occurrence thereof neither party shall reason of such events be entitled to terminate this contract nor shall either party have any such non performance and delay is resumed as soon as practicable after such events has come to an end or ceased to exist, if the performance in whole or part of any obligation under this contract is prevented or delayed by reason or any such event claims for extension of time shall be granted for period considered reasonable by the purchaser subject to prompt notification by the seller to the purchaser of the particulars of the events and supply to the purchaser if required of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed to be a waiver of time in respect of remaining deliveries.
- 12) **BHEL Fraud Prevention Policy:** The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."
- 13) **Risk Purchase Clause:** The delivery period stated shall be realistic and shall be strictly adhered to. If the deliveries are not maintained and if on the account, this company is forced to buy the material elsewhere to avoid any loss or damage that the company may sustain thereby the purchaser is entitled to procure the material at the risk and cost of the seller, which shall be recovered from them out of due of this purchase order, any other purchase order/contract with BHEL and balance amount if any shall be required to be deposited by the vendor.
- 14) **Jurisdiction:** Not out of this contract including that arise out of arbitration and bank guarantees, shall be initiated, filed and tried only in the courts, tribunals and forums, situated at and having territorial jurisdiction over Visakhapatnam even though such jurisdiction also vests in courts, tribunals & forums situated elsewhere in the country.
- 15) **Other clauses like LD, Rejection, Force majeure etc. shall be as per GeM General terms and conditions.**

**Please submit duly filled signed & sealed copy of Compliance Statement along with offer for technical evaluation. Bidder's offer will likely to be rejected for Non-submission of compliance statement along with offer.**

2.12. 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।

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.