

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687736901450

अनुबंध तिथि | Generated Date : 08-Jun-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4973485](#)

अनुसूची नाम | Schedule Name: Schedule 1

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
<p>प्ररूप Type : Central PSU</p> <p>मंत्रालय Ministry : Ministry of Heavy Industries and Public Enterprises</p> <p>विभाग Department : Department of Heavy Industry</p> <p>संगठन का नाम Organisation Name : Bharat Heavy Electricals Limited (BHEL)</p> <p>कार्यालय क्षेत्र Office Zone: 10140027-HPBP Trichy</p>	<p>पद Designation : MMPSSBUYER2</p> <p>संपर्क नंबर Contact No. : 0431-2577571-</p> <p>ईमेल आईडी Email ID : buycon2357.bhelb.tn@gembuyer.in</p> <p>जीएसटीआईएन GSTIN : 33AAACB4146P2ZL</p> <p>पता Address : HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA., TIRUCHIRAPPALLI, TAMIL NADU-620014, India</p>

वित्तीय स्वीकृति विवरण Financial Approval Detail	भुगतान प्राधिकरण विवरण Paying Authority Details
<p>आईएफडी सहमति IFD Concurrence : No</p> <p>प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: GM</p> <p>वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : GM</p>	<p>Role: PAO</p> <p>भुगतान का तरीका Payment Mode: BHEL</p> <p>पद Designation : PAYMENT AUTHORITY</p> <p>ईमेल आईडी Email ID : pao7.bhelb.tn@gembuyer.in</p> <p>जीएसटीआईएन GSTIN : -</p> <p>पता Address: HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA., Tiruchirappalli, TAMIL NADU-620014, India</p> <p>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)</p>

विक्रेता विवरण Seller Details
<p>जेम विक्रेता आईडी GeM Seller ID : 40BA190000758290</p> <p>कंपनी का नाम Company Name : INDIAN OIL CORPORATION LIMITED</p> <p>संपर्क नंबर Contact No. : 07291005171</p> <p>ईमेल आईडी Email ID : achore@indianoil.in</p> <p>पता Address : G-9, INDIAN OIL BHAVAN, ALI YAVAR JUNG MARG, BANDRA (EAST), Mumbai, MAHARASHTRA-400051, -</p> <p>एमएसएमई सत्यापित MSME verified : No</p> <p>एमएसएमई पंजीकरण संख्या MSME Registration number : -</p> <p>जीएसटीआईएन GSTIN: 07AAACI1681G1ZR (B) , 33AAACI1681G1ZW (B) , 23AAACI1681G1ZX (B) , 22AAACI1681G1ZZ (B) , 32AAACI1681G1ZY (B) , 19AAACI1681G1ZM (B) , 06AAACI1681G1ZT (M) , 09AAACI1681G1ZN (B) , 36AAACI1681G1ZQ (B) , 27AAACI1681G1ZP (M) , 33AAACI1681G1ZW (M) , 19AAACI1681G1ZM (M) , 18AAACI1681G1ZO (B) , 27AAACI1681G1ZP (M) , 10AAACI1681G1Z4 (B) , 03AAACI1681G1ZZ (B) , 08AAACI1681G2ZO (B) , 27AAACI1681G1ZP (R) , 20AAACI1681G3Z1 (B) , 24AAACI1681G1ZV (B) , 09AAACI1681G1ZN (B) , 27AAACI1681G1ZP (M) , 06AAACI1681G1ZT (M) , 33AAACI1681G1ZW (M) , 29AAACI1681G1ZL (B) , 37AAACI1681G2ZN (B) , 27AAACI1681G1ZP (M) , 32AAACI1681G1ZY (B) , (B) , (B) , 01AAACI1681G2ZZ (B) , 21AAACI1681G1Z1 (B) , (B)</p>

*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	<p>उत्पाद का नाम Product Name : Indane Commercial Butane -Propane Mixture Type Liquefied Petroleum Gas (LPG) As Per IS 4576 In Mobile Tanker</p> <p>ब्रांड Brand : Indane</p> <p>ब्रांड प्रकार Brand Type : Registered Brand</p> <p>कैटलॉग की स्थिति Catalogue Status: OEM verified catalogue</p> <p>कैसे बेचा जा रहा है Selling As : OEM</p> <p>श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : Liquefied Petroleum Gas (LPG) as per IS 4576 for Bulk Supply (Q3)</p> <p>मॉडल Model: BULK LPG SPECIFICATIONS IS 4576</p> <p>एचएसएन कोड HSN Code: HSN not specified by seller</p>	336	metric tonne	88,659	NA	29,789,424

कुल ऑर्डर मूल्य Total Order Value (in INR)						29,789,424
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 : buycon783.bhelb.tn@gembuyer.in संपर्क Contact : 0431-2577817- जीएसटीआईएन GSTIN :- पता Address : HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA., TIRUCHIRAPPALLI, TAMIL NADU-620014, India	Indane Commercial Butane -Propane Mixture Type Liquified Petroleum Gas (LPG) As Per IS 4576 In Mobile Tanker	-	336	08-Jun-2024	09-Jul-2024
Product Specification for Indane Commercial Butane -Propane Mixture Type Liquified Petroleum Gas (LPG) As Per IS 4576 In Mobile Tanker						
विनिर्देश Specification		उप-विनिर्देश Sub-Spec			मूल्य Value	
Specifications		Item Description			Liquified Petroleum Gas (LPG) in Mobile Tanker	
		Types of LPG			Commercial Butane -Propane Mixture	
		Physical and Chemical Characteritics of LPG should be as per LPG types of IS 4576			Yes	
Standards		Conformity to Standard			IS 4576 (Latest)	
		BIS Marked			Yes	
		CM/L Number if BIS Marked else write NA			4576-2021	
Packaging		Material Shall be supplied in Packing Size Of			18,21 metric tonne	
		Packing			Mobile Tanker	
Additional Requirement		Test Requirements			As per IS 1448	
		Agree for staggered Delivery of product as and when required			Yes	
Certifications and Reports		Availability of Test Report from Central Govt/ State Govt/ NABL /ILAC accredited lab (hint: Must be declared)			Yes	
		Agreed to furnish all the test reports and certificates to buyer / consignee along with every LPG tanker			Yes	
खरीदार परिभाषित अतिरिक्त विशिष्टता के लिए Buyer Defined Additional Specification for Indane Commercial Butane -Propane Mixture Type Liquified Petroleum Gas (LPG) As Per IS 4576 In Mobile Tanker						
विनिर्देश Specification		मूल्य Value				
Consignee		The quantity mentioned in Schedule 1 is for the requirement of BHEL TRICHY and the quantity mentioned in Schedule 2 is for the requirement of PPPU Thirumayam				
Delivery schedule		Staggered Delivery of LPG tanker as and when required by BHEL				
Quantity short close		Unutilised ordered quantity will be short closed after the end of delivery date				
Adherence to Safety of LPG tanker		1. To ensure that vehicle parked must be devoid of inflammable objects. 2. To ensure that vehicle parked must have all safety requirements as per statutory rules (OISD-159 <(>&<) PGNRB 2016). 3. To ensure that vehicle parked must have all mandatory safety certifications as listed out in OISD- 159. 4. To ensure that vehicles must always be parked with Driver/caretaker only				
खरीदार द्वारा जोड़ी गई बोली का विशिष्ट अतिरिक्त कार्य Buyer added Bid Specific Additional Scope of Work						
क्र.सं S.No	दस्तावेज़ का शीर्षक Document Title	विवरण Description		लागू आईआरओ सामान Applicable i.co. Items		
1	Self Declaration Format for MII preference View	Self Declaration Format for MII preference		Liquified Petroleum Gas (LPG) As Per IS 4576 For Bulk Supply(357)		
2	Scope of work View	Scope of work		Liquified Petroleum Gas (LPG) As Per IS 4576 For Bulk Supply(357)		
3	Integrity Pact View	Integrity Pact		Liquified Petroleum Gas (LPG) As Per IS 4576 For Bulk Supply(357)		
ईपीबीजी विवरण ePBG Detail						

सलाहकार बैंक Advisory Bank :	NA
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	NA
<p>नियम और शर्तें Terms and Conditions</p>	
<p>1. General Terms and Conditions-</p> <p>1.1 This contract is governed by the General Terms and Conditions, conditions stipulated to this Product/Service as provided in the Marketplace.</p> <p>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</p> <p>2. Buyer Added Bid Specific Terms and Conditions-</p> <p>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.</p> <p>2.2 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 %.</p> <p>2.3 Generic Bidder shall submit the following documents along with their bid for Vendor Code Creation:</p> <p>a. Copy of PAN Card.</p> <p>b. Copy of GSTIN.</p> <p>c. Copy of Cancelled Cheque.</p> <p>d. Copy of EFT Mandate duly certified by Bank.</p> <p>2.4 Generic Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. Click here to view the file</p> <p>2.5 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:</p> <p>i) The Seller fails to comply with any material term of the Contract.</p> <p>ii) 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.</p> <p>iii) 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.</p> <p>iv) The Seller becomes bankrupt or goes into liquidation.</p> <p>v) The Seller makes a general assignment for the benefit of creditors.</p> <p>vi) A receiver is appointed for any substantial property owned by the Seller.</p> <p>vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.</p> <p>2.6 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.</p> <p>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):</p> <p>SELLER AT SELLER'S WORKS</p> <p>Post Receipt Inspection at consignee site before acceptance of stores: For Schedule 1 : AT BHEL-TRICHY and For Schedule 2: AT PPPU Thirumayam</p> <p>2.8 Scope of Supply Scope of supply (Bid price to include all cost components) : Only supply of Goods</p> <p>2.9 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.</p> <p>2.10 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.</p> <p>2.11 Buyer Added Bid Specific ATC: Buyer Added text based ATC clauses</p> <p>Vendor shall supply the required LPG tanker as and when required by BHEL. The tanker shall be delivered within 5 days of intimation by BHEL.</p> <p>Payment terms: 45 days from the date of generation of invoice.</p> <p>The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms /principal/agents, shall be rejected.</p> <p>The list of banned firms is available on BHEL web site www.bhel.com.</p> <p>Breach of contract, Remedies and Termination:</p>	

In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such

security instruments to the extent of 10% contract value will be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount will be recovered in all or any of the following manners:

- i. from dues available in the form of Bills payable to defaulted supplier against the same contract
- ii. from the dues payable to defaulted supplier against other contracts in the same Region/Unit/any other region/unit
- iii. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., will be applied as per provisions of the contract.

Set-off Clause: BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from the Security Deposit furnished by the Contractor under this Contract or any other contract

Fraud Prevention Policy: 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 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.

Cartel Formation: All the firms should desist from forming cartel as the practice is prohibited under Section 3(3) (a) & (d) of the competition Act 2002. If any such instance is observed during this tender will attract disciplinary action as per BHEL policies.

In case any non-CPSE supplier intends to participate in the BULK LPG tender, kindly contact the below mentioned email ids. nanthini@bhel.in; subhashini@bhel.in ; amukherjee@bhel.in

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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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