

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687738435989

अनुबंध तिथि | Generated Date : 10-Jun-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4902594](#)

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: 10020009-CFFP Haridwar	पद   Designation : Manager संपर्क नंबर   Contact No. : 01334-284093- ईमेल आईडी   Email ID : buyer492.bhelb.ua@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address : Central Foundry Forge Plant, BHEL, Ranipur, Haridwar, HARIDWAR, UTTARAKHAND-249403, 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: AGM (MM) वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : SFM (Finance)	Role: PAO भुगतान का तरीका   Payment Mode: BHEL पद   Designation : DGM Pay ईमेल आईडी   Email ID : pay16.bhelb.ua@gembuyer.in जीएसटीआईएन   GSTIN : 05AAACB4146P1ZL पता   Address: Central Foundry Forge Plant, BHEL, Ranipur, Haridwar, Haridwar, UTTARAKHAND-249403, 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 : 4BF7200001222177 कंपनी का नाम   Company Name : KOTHARI METALS LTD संपर्क नंबर   Contact No. : 09830106557 ईमेल आईडी   Email ID : sales@kotharimetals.in पता   Address : 20/1, KOTHARI MANSION, Kothari Mansion, Alipore, Kolkata, West Bengal-700027, - एमएसएमई सत्यापित   MSME verified : No एमएसएमई पंजीकरण संख्या   MSME Registration number : - जीएसटीआईएन   GSTIN: 19AABCK0820C1Z4 (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 : Vendor has not applied for MSE preference in the bid.

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 : Unbranded Metallic solid Ferro Niobium, 10 millimeter ब्रांड   Brand : NA 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 : FERRO NIOBIUM (Q3) मॉडल   Model: 12345678 एचएसएन कोड   HSN Code: 72029300	5,000	kilogram	3,194.6	NA	15,973,000
कुल ऑर्डर मूल्य   Total Order Value (in INR)						15,973,000

परेषिती विवरण   Consignee Detail						
क्र.सं.   S.No	परेषिती   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
	पद   Designation :-		1	3,000	10-Jun-2024	10-Jul-2024

1	ईमेल आईडी   Email ID : con852.bhelb.ua@gembuyer.in संपर्क   Contact : 01334-285732- जीएसटीआईएन   GSTIN : - पता   Address : Central Foundry Forge Plant, BHEL, Ranipur, Haridwar, HARIDWAR, UTTARAKHAND-249403, India	Unbranded Metallic solid Ferro Niobium, 10 millimeter	2	2,000	10-Jul-2024	23-Sep-2024
Product Specification for Unbranded Metallic solid Ferro Niobium, 10 millimeter						
विनिर्देश   Specification		उप-विनिर्देश   Sub-Spec		मूल्य   Value		
Chemical composition		Aluminium (Max)		3 percent		
		Sulphur (Max)		0.1 percent		
		Carbon (Max)		0.25 percent		
		Niobium (Min)		63 percent		
		Silicon (Max)		3 percent		
Dimension		Size (Tolerance+30mm 10% Max, -10mm 5% Max)		10 millimeter		
Packing		Packing		To be supplied in new MS drums		
Physical properties		Colour		Silvered grey		
		Physical state		Metallic solid		
Generic		Melting point (FeMo 70 percent)		1900 degree Celsius		
		Specific gravity, g/cm3		8		
		Odourless		No		
<b>टिप्पणी   Note::</b> Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.						
खरीदार परिभाषित अतिरिक्त विशिष्टता के लिए   Buyer Defined Additional Specification for Unbranded Metallic solid Ferro Niobium, 10 millimeter						
विनिर्देश   Specification		मूल्य   Value				
Size		Size should be in the range of 10-50 mm. Oversized material should not exceed 10% by weight and undersized material should not exceed 5% by weight.				
Standard		Item should conform to IS 3014-1993 (reaffirmed 1999), Grade: FeNb65				
Composition		Niobium: 60-70%, Tantalum: Max 0.5%, Al: Max 2.0%, Si: Max 4.0%, Titanium: Max 1.0%, C: Max 0.3%, P: Max 0.1%, S: Max 0.1%, Tin: Max 0.05%, Balance Iron				
Packing		Packing and sealing In temper proof metallic drum				
शुद्धिपत्र   Corrigendum						
1. तक बढ़ाया गया   Extended Upto : 2024-05-17 14:00:00						
2. तक बढ़ाया गया   Extended Upto : 2024-05-24 14:00:00						
ईपीबीजी विवरण   ePBG Detail						
सलाहकार बैंक   Advisory Bank :						NA
ईपीबीजी प्रतिशत (%)   ePBG Percentage(%):						NA
नियम और शर्तें   Terms and Conditions						
1. General Terms and Conditions-						
1.1 This contract is governed by the <a href="#">General Terms and Conditions</a> , 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						
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 %.

### 2.3 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.

### 2.4 Generic

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

### 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 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:

- i) The Seller fails to comply with any material term of the Contract.
- 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.
- 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.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

### 2.7 Scope of Supply:

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

### 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 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):

LRIS/ BVIS (WINGS OF BUREAU-VERITAS) /DNV/TUV(SUD) /ALFRED H KNIGHT/ SGS

Post Receipt Inspection at consignee site before acceptance of stores:

CFFP/BHEL Haridwar

### 2.10 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

### PRE-QUALIFICATION REQUIREMENT:

The participated vendor must have supplied minimum [1/5<sup>th</sup> of Tender Enquiry quantity] of same/ similar material in one financial year within a period of last 5 years from the date of opening tender.

As a supporting document to Point (A) following has to be provided:

- i. Proof of Order: copy of Purchase Orders/Purchase Agreements etc.
- ii. Proof of Supply: Copy of Invoice/ BL Copy/ any other document to confirm supply of material against above Purchase Order.
- iii. Proof of Quality: Copy of Test Certificate/ Specification etc (Required if, purity/ chemical composition is not mentioned on Purchase Order/ Invoice copy etc)

Original Manufacturer's Test certificate required along with dispatches.

Guarantee certificate is required.

Third party inspection is applicable. Final inspection at CFFP BHEL Haridwar

**PAYMENT TERMS:** 100% payment will be made to the seller within 45/60/90 days (as per below mentioned table) after receipt; subject to acceptance of material at CFFP / BHEL, Haridwar through e-payment by the Buyer.

Type of bidder	Payment Term (Number of days)
Micro and Small Enterprises (MSEs) (Only Manufacturers)	45 days

Medium Enterprises (Only Manufacturers)	60 days
Non MSME	90 days

**Participating MSME bidders which are already registered with CFFP BHEL, need to ensure that their latest MSME status is updated with CFFP for getting above payment preference. Also, MSME bidders not registered with CFFP should provide copy of "previous financial year's audited balance sheet and P&L statement" alongwith UDYAM certificate for availing above mentioned payment preference.**

**Permissible quantity variation: +/-5%**

**Early delivery acceptable for First Lot.**

**RISK PURCHASE:** In case of abnormal delays (beyond the maximum late delivery period as per LD clause) in supplies / defective supplies or non-fulfilment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract or under General Law.

**8. The scope of third party inspection shall be as under:**

- A. The inspection is to be carried out as per the ordered specification ensuring original manufacturer's packing, Original manufacturer test certificates etc. as per specification and the linkage**
- B. The material should be identified as per the specification like original manufacturer's name, Batch/lot no, Net weight, material name. The material should be packed as per specification and sealed by the inspection agency. The seal details should be mentioned in the third party inspection report.**
- C. The test certificate should contain the complete witnessing of the chemical analysis of material as per IS1472 for nos of test required in a lot and their testing methodology for evaluating nos of element required by the material specification, size verification as per P.O. Specification, purchase order no, Batch/lot no of material, seal details of the inspector along with corresponding packing (packing list).**

**9. The material shall be packed such as to prevent loss/deterioration in quality during handling, transport and storage. It should be in manufacturer's packing. Each package should be marked with the following details: name of the material, Manufacturer's Name/ Trademark & Net Weight.**

**10. Conflict of Interest: A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:**

- a) They have controlling partner (s) in common; or**
- b) They received or have received any direct or indirect subsidy/financial stake from any of them; or**
- c) They have the same legal representative/agent for purposes of this bid; or**
- d) They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder: or**
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/sub-assembly/Assemblies from one bidding manufacturer in more than one bid; or**
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid form the following:**

- 1. The principal manufacturer directly or through one Indian agent on his behalf; and**

2. Indian/foreign agent on behalf of only one principal;

or

g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or

h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/management units in same/similar line of business.

11. The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL website : [www.bhel.com](http://www.bhel.com).

**Integrity commitment, performance of contract and punitive action thereof:**

**11.1 Commitment by BHEL:**

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all bidder(s) in a transparent and fair manner, and with equity.

**11.2 Commitment by Bidder/Supplier/Contractor:**

11.2.1 The Bidder/Supplier/Contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian penal code, 1860 or any other law in force in India.

11.2.2 The Bidder/Supplier/Contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/BHEL.

11.2.3 The Bidder/Supplier/Contractor will perform/execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/money/reputation, to BHEL.

If any Bidder/Supplier/Contractor during pre-tendering/tendering/post tendering/award/execution/post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India then, action may be taken against such bidder/supplier/contractor as per extant guidelines of the company available on [www.bhel.com](http://www.bhel.com) and/or under applicable legal provisions.

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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