अनुबंध|Contract



अनुबंध क्रमांक | Contract No: GEMC-511687758658890

अनुबंध तिथि | Generated Date : 12-Jun-2024

बोली/आरए/पीबीपी संख्या|Bid/RA/PBP No.: <u>GEM/2023/B/4094859</u>

अनुसूची नाम | Schedule Name: Schedule 40

संगठन विवरण|Organisation Details

प्ररूप|Type: Ministry of Heavy Industries and Public Enterprises मंत्रालय|Ministry:

विभाग | Department : Department of Heavy Industry संगठन का नाम|Organisation Name: Bharat Heavy Electricals Limited (BHEL)

कार्यालय क्षेत्र|Office Zone: 10130010-HPEP Hyderabad खरीदार विवरण|Buyer Details

पद|Designation : Secondary User CMM001

संपर्क नंबर|Contact No.: 040-23182145-

ईमेल आईडी|Email ID : buycon33.bhelb.ts@gembuyer.in

जीएसटीआईएन|GSTIN:

BHEL, HPEP, Ramachandrapuram, पता|Address : MEDAK, TELANGANA-502032, India

वित्तीय स्वीकृति विवरण|Financial Approval Detail

आईएफडी सहमति IFD Concurrence : No प्रशासनिक अनमोदन का पदनाम। ED

Designation of Administrative Approval:

वित्तीय अनुमोदन का पदनाम|

Designation of Financial Approval:

भुगतान प्राधिकरण विवरण|Paying Authority Details BUYER Role:

भगतान का तरीका। Payment Mode:

पद|Designation : Secondary User CMM001

ईमेल आईडी|Email ID : buyer1138.bhelb.ts@gembuyer.in जीएसटीआईएन|GSTIN : 36AAACB4146P1ZG

BHEL, HPEP, Ramachandrapuram, पता|Address:

Medak, TELANGANA-502032, India

Payments shall be made to the seller within 30 days of issue

Timelines:

भुगतान समयसीमा|Payment 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)

विक्रैता विवरण|Seller Details

जेम विक्रैता आईडी|GeM Seller ID : 40BA190000758290

कंपनी का नाम|Company Name : INDIAN OIL CORPORATION LIMITED

संपर्क नंबर|Contact No.: 07291005171 ईमेल आईडी|Email ID : achore@indianoil.in

G-9,INDIAN OIL BHAVAN,ALI YAVAR JUNG MARG,BANDRA (EAST), पता। Address :

Mumbai, MAHARASHTRA-400051, -

एमएसएमई पंजीकरण संख्या|MSME Registration number :

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), (B), 01AAACI1681G2Z2 (B), 21AAACI1681G1Z1

(B), (B)

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

GM Finance

वितरण निर्देश | Delivery Instructions : NA

उत्पाद विवरण | Product Details

जीएसटीआईएन | GSTIN:

i	ः आइटम विवरण Item Description	आइटम विवरण Ordered Quantity	इकाई Unit	(INR) Unit Price	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 : SERVO MS Barrels (Liters) Anti Wear Hydraulic Oil ब्रांड Brand : SERVO ब्रांड प्रकार Brand Type : Registered Brand कैटलॉग की स्थिति Catalogue Status: OEM verified catalogue कैसे बेचा जा रहा है Selling As : OEM श्रेणी का नाम और चतुर्थाश Category Name & Quadrant : Anti Wear Hydraulic Oil as per IS 11656 IS 11656 (Q2) मॉडल Model: SERVO SYSTEM XLP 32 एचएसएन कोड HSN Code: 2710	630	liter	109.74	जीएसटी GST (18%): 10,546.2 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 (100%): 10,546.2 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (0%): 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (0%): 0	69,136.2
7	ल ऑर्डर मल्य Total Order Value (in INR)					69.136.2

क्र.सं. S.No		परेषिती Consi	ignee	वस्तु Item	लॉट नंबर Lot No.	मात्रा Quantity	दिनांक के बाद डिलीवरी शुरू करना है Delivery Start After	वितरण पूरा क तक करना है Delivery To Be Completed By	
1	पद Designation : - ईमेल आईडी Email ID संपर्क Contact : - जीएसटीआईएन GSTIN पता Address : CMM MEDAK, TELANGAN	: - Stores , BHEL HPEP	gembuyer.in ' , Ramachandrapuram,	SERVO MS Barrels (Liters) Anti Wear Hydraulic Oil	-	630	12-Jun-2024	27-Jul-2024	
SERVO MS	Barrels (Liters)	Anti Wear Hyd	lraulic Oil						
क्या मूल्य भिन्न applicable ?	ता लागू है Whethe	r Price variation	yes						
	खंड Price Variatio	n Clause	P1=PQ+ 0.9*(BO1 - BOQ)						
<u>. </u>	खंड दस्तावेज़ Price \								
Product S	pecification for	SERVO MS Barı	rels (Liters) Anti Wear H	ydraulic Oil					
विनिर्देश Spe		उप-विनिर्देश Sub-				मूल्य Va	lue		
		Kinematic viscosit	Kinematic viscosity at 40°C, cSt			(28.8-35.	(28.8-35.2) for VG 32 grade		
		Viscosity index, M	Viscosity index, Min				90 (for VG 32, VG 46, VG 68, VG 100, VG 15 grade)		
		Pour point,°C, Ma	Pour point,°C, Max				Minus 3 (for VG 32, VG 46 grade)		
	Flash point(COC		,°C, Min			180 (for	180 (for VG 32, VG 46 grade)		
			mber, mg KOH/g of oil, Max				To be reported (for VG 32, VG 46, VG 68, V 100, VG 150 grade)		
		Rust preventing characteristics			NA (for 1	NA (for TH-46, 100 grade)			
		Copper strip corrosion for 3 hours at 100°C				Not wor	Not worse than 1		
Foam stability after		Foam stability after 10 minutes setting time, foam; At 24°C,ml,Max				Nil	Nil		
		Foam stability after 10 minutes setting time, foam; At 93°C,ml,Max				Nil	Nil		
		er 10 minutes setting time, foam; At 24°C after cooling down from 93°C, ml			ml Nil	Nil			
		Emulsion characteristics, Max				40-37-3 (40-37-3 (20) for VG 32 grade		
Air release value,		minutes to 0 point 2 percent volume air content at 50°C, Max			7 (for VG	7 (for VG 32, TH46, 100 grade)			
	Oxidation test fo		1000 hours: Neutralization number of oil, mg KOH/g, Max				NA (for TH-46, 100 grade)		
HYDRAULIC OIL catalyst coils or t		1000 hours: Total sludge in oil and water layer plus those adhering to the est tube mg,Max			NA (for 1	NA (for TH-46, 100 grade)			
		Oxidation test for 1000 hours: Metal in combined oil, water and sludge Copper, mg, Max				NA (for 1	NA (for TH-46, 100 grade)		
		Oxidation test for 1000 hours: Metal in combined oil, water and sludge: Iron, mg, Max				NA (for 1	NA (for TH-46, 100 grade)		
		Hydrolvtic stability : Copper specimen mass loss, mg/cm				NA (for 1	NA (for TH-46, 100 grade)		
		Hydrolytic stabilit	ydrolytic stability : Acidity of water layer, mg KOH,Max				NA (for TH-46, 100 grade)		
		Four ball wear test at 20 kg load;Wear scar diameter, mm,Max				NA (for 1	NA (for TH-46, 100 grade)		
	Pump wear test (Vickers 104C, 250 hours test);Total mass loss to rings and vanes; mg,Max			x NA (for 1	NA (for TH-46, 100 grade)		
		FZG-Niemann EP test, pass load stage, Min				8th (for	8th (for TH-46, 100 grade)		
		Thermal stability test at 135°C for 168 hours: Viscosity increase, percent, Max				NA (for 1	NA (for TH-46, 100 grade)		
		Thermal stability test at 135°C for 168 hours: Sludge mg/100 ml, Max				NA (for 1	NA (for TH-46, 100 grade)		
		Thermal stability test at 135°C for 168 hours: Copper rod mass, loss, mg/200 m, Max				NA (for 1	NA (for TH-46, 100 grade)		
		Thermal stability test at 135°C for 168 hours: Copper rod rating, Max				NA (for 1	NA (for TH-46, 100 grade)		
		Filtration time seconds: With 2 percent water, Max				NA (for 1	NA (for TH-46, 100 grade)		
		Filtration time seconds: With 2 percent water, Max				NA (for 1	NA (for TH-46, 100 grade)		
		Seal compatibility test: Volume change,percent, Max				NA (for 1	NA (for TH-46, 100 grade)ge,percent, Max		
		test: Change in shore hardness, Max			NA (for 1	NA (for TH-46, 100 grade)			
Grade Grade of Anti W			e Hydraulic Oil			VG-32	VG-32		

Packing , Marking and Labelling	between the purchaser and the supplier	
	Packing size (Liters)	210
	Conformity to specification	IS : 11656 (Latest)
	Whether ISI Marked	NO
Certification	CM/L Number(Must declare if ISI Marked)	NA
	RDSO Approval	NA
	RDSO approval certificate to be submitted to the buyer on demand	NA
Test Report Details	Availability of Test Report from Central Govt/ State Govt/NABL/ILAC accredited lab (hint: Must be declared)	NO
	Test Report to be furnished to the Buyer on demand (Must be declared, write NA if Test Report is not available)	YES

खरीदार परिभाषित अतिरिक्त विशिष्टता के लिए |Buyer Defined Additional Specification for SERVO MS Barrels (Liters) Anti Wear Hydraulic Oil

विनिर्देश Specification	मूल्य Value
Product required Servo System HLP 32 or Equivalent	Yes/No

शुद्धिपत्र|Corrigendum

1. तक बढ़ाया गया|Extended Upto: 2023-12-22 11:00:00 2. तक बढ़ाया गया|Extended Upto: 2024-01-02 14:00:00 3. तक बढ़ाया गया|Extended Upto: 2024-01-09 14:00:00

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक Advisory Bank :	State Bank of India
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	5.00

बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा |The bidder shall furnish ePBG as applicable as per bid's terms and conditions

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 Buyer Added Bid Specific ATC:

Buver Added text based ATC clauses

- 1. Enquiry is floated for finalization of Rate Contract for Supply of Lubricants & Greases to BHEL P lants / Units for a period of two years using Running contract module on GeM Portal.
- 2. The enquiry quantities shown in the enquiry are tentative. Maximum order quantity is as per An nexure I. Suppliers are required to quote considering the Maximum Order Quantity.
- 3. Applicable documents:
- a. Annexure I Items, Quantities, Offered Products.
- b. Annexure II Tender Terms & Conditions.

- c. PVC Document Price Variation Clause for the tender.
- d. Integrity Pact.
- e. HY:MM:ATC:GEM: Rev 01 with Annexures General Terms & Conditions.
- 4. Payment Terms: 100% direct EFT Payment within 30 Days.

PVC is applicable for all the Categories & Products listed in the Enquiry. PVC Details as per ATC at tached. P1=PQ+0.9*(BO1 - BOQ)

2.2 Buyer Added Bid Specific ATC:

Buyer uploaded ATC document Click here to view the file.

2.3 Generic

Running Contract for long term staggered delivery: The Purchaser reserves the right to increase the order quantity against this bid by

2300

% of the bid quantity. This bid is created for a long term staggered delivery requirement and hence the Contract Price will be Valid for a period of

Months from the date of placement of contract. Total estimated requirement for all bid items during contract validity period is therefore = bid quantity plus option clause %. The buyer commits to order a minimum 50% of the quantity under option clause during the contract price validity period and the child contracts would be largely spread evenly over the contract validity period unless in exceptional circumstances. Orders for the additional quantity under this modified option clause will be issued by the buyer in the form of separate child contracts and will have to be executed by the seller as per delivery timelines stipulated by the Buyer in Child Contracts. Option of issuing child contracts may be exercised by the buyer more than once (any number of times) during the Contract Price validity period. Bidders are bound to accept the child contracts accordingly. GeM Transaction charges will be calculated based on the total value of all orders placed including the main contract and all child contracts. The same shall have to be paid by the seller when the main/ child contracts are placed.

2.4 Scope of Supply:

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

2.5 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 Bidder at Bidders works

Post Receipt Inspection at consignee site before acceptance of stores:

By BHEL on receipt

2.6 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 %.

2.7 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.

2.8 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

2.9 Generic

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

2.10 Generic

For hazardous chemical/item, all precautionary measure as per regulation from the point of transportation/ handling/ storage/ safety/ health/ environment to be undertaken/ specified before dispatch. During dispatch, proper symbol for the hazard/ MSDS/ Batch No./ date of manufacturing/ Gross Weight/ Net Weight/ shelf Life etc are to be written/ printed/ pasted on the body of the packing.

2.11 Generic

Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

2.12 Generic

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

2.13 Generic.

- 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- 3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

2.14 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.

2.15 Generio

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.

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिट 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.