

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687723438158

अनुबंध तिथि | Generated Date : 15-Jun-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4094859](#)

अनुसूची नाम | Schedule Name: Schedule 20

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
<p>प्रारूप 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: 10450001-EPD, Bangalore</p>	<p>पद Designation : MANAGER MM 37</p> <p>संपर्क नंबर Contact No. : -9705929595-</p> <p>ईमेल आईडी Email ID : buycon61.bhelb.ts@gembuyer.in</p> <p>जीएसटीआईएन GSTIN : -</p> <p>पता Address : Bharat Heavy Electricals Limited, Electric and Photovoltaic Division, Prof. CNR Rao Circle, IISc Post, Malleshwaram, BANGALORE, KARNATAKA-560012, 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: NOT APPLICABLE</p> <p>वित्तीय अनुमोदन का पदनाम Designation of Financial Approval: not applicable</p>	<p>Role: BUYER</p> <p>भुगतान का तरीका Payment Mode: Offline</p> <p>पद Designation : MANAGER MM 37</p> <p>ईमेल आईडी Email ID : buycon61.bhelb.ts@gembuyer.in</p> <p>जीएसटीआईएन GSTIN : 29AAACB4146P1ZB</p> <p>पता Address: Bharat Heavy Electricals Limited, Electric and Photovoltaic Division, Prof. CNR Rao Circle, IISc Post, Malleshwaram, Bangalore, KARNATAKA-560012, India</p> <p>भुगतान समयसीमा Payment Timelines: Payments shall be made to the seller within 30 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 : 7DD5180000101224</p> <p>कंपनी का नाम Company Name : ARABIAN PETROLEUM LIMITED</p> <p>संपर्क नंबर Contact No. : 09167882935</p> <p>ईमेल आईडी Email ID : sales@arabianpetroleum.co.in</p> <p>पता Address : PLOT NO. 14-B,,MIDC, MORIVALI,,AMBERNATH WEST,THANE, Thane, MAHARASHTRA-421505, -</p> <p>एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-MH-33-0006618</p> <p>एमएसई सामाजिक श्रेणी MSE Social Category : General</p> <p>एमएसई लिंग श्रेणी MSE Gender : OTHERS</p> <p>जीएसटीआईएन GSTIN: 27AAHCA6383Q1ZW (R) , (M) , (M)</p>

*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)	मूल्य (INR में सभी शुल्क और कर सहित) Price (Inclusive of all Duties and Taxes in INR)
1	<p>उत्पाद का नाम Product Name : SPL VG-68 Oil Hydraulic ब्रांड Brand : SPL</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 : Oil Hydraulic as per IS 10522 (Q2)</p> <p>मॉडल Model: "SPL" HYDREX EN 68</p> <p>एचएसएन कोड HSN Code: 27101980</p>	420	liter	106.2	<p>जीएसटी GST (18%) : 6,804</p> <p>जीएसटी उपकर 1 GST Cess 1 (0%) : 0</p> <p>जीएसटी उपकर 2 GST Cess 2 (0 per accounting unit) : 0</p> <p>जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी) Input Tax Credit (ITC) on GST1 (100%) : 6,804</p> <p>जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (0%) : 0</p> <p>जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (0%) : 0</p>
कुल ऑर्डर मूल्य Total Order Value (in INR)					44,604

प्रेषिती विवरण Consignee Detail					
					दिनांक के बाद डिलीवरी शुरू
					वितरण पूरा कब तक करना है।

क्र.सं. S.No	प्रेषित Consignee	वस्तु Item	लॉट नंबर Lot No.	मात्रा Quantity	करना है Delivery Start After	Delivery To Be Completed By
1	पद Designation : - ईमेल आईडी Email ID : buycon61.bhelb.ts@gembuyer.in संपर्क Contact : -9705929595- जीएसटीआईएन GSTIN : - पता Address : Bharat Heavy Electricals Limited, Electric and Photovoltaic Division, Prof. CNR Rao Circle, IISc Post, Malleshwaram, BANGALORE, KARNATAKA-560012, India	SPL VG-68 Oil Hydraulic	-	420	15-Jun-2024	30-Jul-2024
SPL VG-68 Oil Hydraulic						
क्या मूल्य भिन्नता लागू है Whether Price variation applicable ?		yes				
मूल्य परिवर्तन खंड Price Variation Clause		P1=PQ+ 0.9*(BO1 - BOQ)				
मूल्य परिवर्तन खंड दस्तावेज़ Price Variation Clause Document		4f59f2397ef0b0bdf4f65c02a483a5aa.pdf				
Product Specification for SPL VG-68 Oil Hydraulic						
विनिर्देश Specification	उप-विनिर्देश Sub-Spec	मूल्य Value				
Grade	Grade of Oil Hydraulic	VG-68				
REQUIREMENTS FOR OIL HYDRAULIC	Kinematic viscosity at 40°C,cSt	(61.2-74.8) for VG 68 grade				
	Viscosity index, Min	90				
	Pour point, °C, Max	0 (for VG 68, VG 100, VG 150 grade)				
	Neutralization number, mg KOH per g of oil, Max	1.5				
	Flash point, Cleveland open cup, °C, Min	210 (for VG 68, VG 100 grade)				
	Rust preventing characteristics	Shall pass the test B after 24 hours				
	Foam stability after 10 minutes settling time, At 24°C,ml , Max	NIL				
	Foam stability after 10 minutes settling time, At 93°C,ml , Max	NIL				
	Foam stability after 10 minutes settling time, At 24°C after cooling down from 93°C, ml , Max	NIL				
	oxidation test: Hours to reach acidity of 2 mg KOH/g of oil, Min	1000 (for VG 32, VG 46, VG 68, VG 100, 176, 121, 220, 320, 460 grade)				
	Pump wear (Vickers 104C pump test); Total ring vane loss, in 250 hours, mg, Max	100				
	Copper strip corrosion for 3 hours at 100°C	Not worse than No. 1				
	Emulsion characteristics, Max	40-37-3 (20)				
	Air release value, minutes to 0 point 2 prcnt volume air content at 50°C, Max	15 for VG 68 grade				
	Seal compatibility test Volume change	± 4 Percent				
	Seal compatibility test Change in shore hardness	1 to + 4				
	FZG-Niemann EP test, pass load stage, Min	8th				
Packing , Marking and Labelling	The material shall be packed in containers of metal or any other suitable material as agreed to between the purchaser and the supplier	MS Barrel				
	Packing Size (Litres)	210				
Certification	Conformity to specification	Generally conforming to Is : 10522 (latest)				
	Whether ISI Marked	YES				
	CM/L Number(Must declare if ISI Marked)	NA				
	RDSO Approval	YES				
	RDSO approval certificate to be submitted to the buyer on demand	YES				
Test Report Details	Availability of Test Report from Central Govt/ State Govt/NABL/ILAC accredited lab (hint: Must be declared)	YES				
	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 SPL VG-68 Oil Hydraulic						
विनिर्देश Specification					मूल्य Value	
Product required Servo System 68 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:*
Buyer Added text based ATC clauses

1. Enquiry is floated for finalization of Rate Contract for Supply of Lubricants & Greases to BHEL Plants / 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 Annexure 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 attached. $P1=PQ+ 0.9*(BO1 - BOQ)$

- 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 24

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 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.

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.