

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687755822529

अनुबंध तिथि | Generated Date : 18-Jun-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/5003994](#)

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्रकार   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 : Boiler Auxiliaries Plant Ranipet	पद   Designation : Partha Sarathi Dash संपर्क नंबर   Contact No. : - ईमेल आईडी   Email ID : buyer1586.bhelb.tn@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address : INDIRA GANDHI COMPLEX, VELLORE, TAMIL NADU-632406, 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 : Manager वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : NA	Role: PAO भुगतान का तरीका   Payment Mode: BHEL पद   Designation : D haribabu ईमेल आईडी   Email ID : pao25.bhelb.tn@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address : INDIRA GANDHI INDUSTRIAL COMPLEX BOILER AUXILIARIES PLANT RANIPET, Vellore, TAMIL NADU-632406, 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 : 266B200001346511 कंपनी का नाम   Company Name : AXIS MACHINE WORKS PRIVATE LIMITED संपर्क नंबर   Contact No. : 04222331322 ईमेल आईडी   Email ID : trichy@axismacworks.com पता   Address : 313/3,VANNAN KOIL THOTTAM, NEAR JEYAPRAKASH NAGAR, GANAPATHY, Coimbatore, TAMIL NADU-641006, - एमएसएमई सत्यापित   MSME verified : Yes एमएसएमई पंजीकरण संख्या   MSME Registration number : UDYAM-TN-03-0003625 एमएसएमई सामाजिक श्रेणी   MSE Social Category : General एमएसएमई लिंग श्रेणी   MSE Gender : Male जीएसटीआईएन   GSTIN: 33AALCA9351N1Z7 (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

#	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 : MACHININING ITEMS ब्रांड   Brand : As per customer drgs 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 : MACHININING ITEMS (Q3) मॉडल   Model: MACHINED ITEMS एचएसएन कोड   HSN Code: 84879000	600	pieces	495.6	NA	297,360
कुल ऑर्डर मूल्य   Total Order Value (in INR)						297,360

क्र.सं.   S.No	परोक्षिती   Consignee	वस्तु   Item	लॉट नंबर   Lot No.	मात्रा   Quantity	दिनांक के बाद डिलीवरी शुरू करना है   Delivery Start	वितरण पूरा कब तक करना है   Delivery To Be Completed
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1	पद   Designation :- ईमेल आईडी   Email ID : con247.bhelb.tn@gembuyer.in संपर्क   Contact : 04172-284546- जीएसटीआईएन   GSTIN : - पता   Address : INDIRA GANDHI INDUSTRIAL COMPLEX BOILER AUXILIARIES PLANT RANIPET, VELLORE, TAMIL NADU-632406, India	MACHINING ITEMS	-	600	18-Jun-2024	16-Oct-2024

### Product Specification for MACHINING ITEMS

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/61/82/745/CatalogAttrs/SpecificationDocument/2024/3/27/2024_03_27_13_18_18_axis_2024-03-27-13-18-20_ca72f8d0d30cc8c23ab43067e67b240b.pdf
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### खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

1. <a href="#">SpecificationDocument</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/11561275/54/78/703/CatalogAttrs/SpecificationDocument/2024/6/1/gem_tender_documents_2024-06-01-14-28-32_cebd40ed4cbc2427f1742f351049cd27.pdf
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### 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 [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

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

##### 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

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.

##### 2.6 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):

At supplier works by BHEL/BHEL TPIA

Post Receipt Inspection at consignee site before acceptance of stores:  
At BHEL BAP RANIPET STORES

**2.7 Scope of Supply:**

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

**2.8 Purchase Preference (Centre):**

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

**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.

**2.10 Buyer Added Bid Specific ATC:**

Buyer Added text based ATC clauses

**(i) Bid Price: The Bidder has to quote the Price INCLUSIVE of taxes, duties (GST and other taxes), Packing & Forwarding charges, freight and insurance, all the routine & type tests as per tender's scope, as specified in tender document.**

**(ii) Pre-dispatch inspection at Seller premises: Before dispatch, the goods will be inspected by Buyer/ BHEL / Consignee or their Authorized Representative or by Nominated External Inspection Agency (third party) (independently or jointly with Buyer or jointly with Buyer's End Customer or jointly with End Customer's nominated Agency or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Travel & other local stay cost for the Inspectors sent by BHEL will be to BHEL account, but other Inspection Charges, if any shall be to the account of the Seller only. For in-house testing, the Sellers will provide necessary facilities at free of cost. Seller shall notify the Buyer by 3 days in advance through e-mail about readiness of goods for pre-dispatch inspection and also Seller shall register/raise the Inspection call through BHEL CQIR portal (<https://cqir.bhel.in/>) for arranging the inspection by BHEL. Buyer/BHEL will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer /Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages.**

**(iii) PQR: Bidder fulfilling the PQR criteria shall only qualify for this bid.**

**(iv) Tender Documents: Bidder shall submit a copy of specification, Drawing, Quality requirement, SQP/VQP, Annexure-Q, Conflict of Interest etc. with sign and seal of authorized signatory as a token of confirmation and acceptance.**

**(v) Payment term will be as follows-**

**For MSE Vendors - within 45 days of issue of consignee receipt -cum-acceptance certificate (CRAC).**

**For Medium category Vendors- within 60 days of issue of consignee receipt -cum-acceptance certificate (CRAC).**

**For Non-MSE Vendors - within 90 days of issue of consignee receipt -cum-acceptance certificate (CRAC).**

**(vi) GST invoice: PO No., PO Description, Material code in GST invoice shall be as per BHEL Purchase order, which will be released immediately after placing GeM contract. The GST invoice in hard copy or digitally signed shall only be accepted for payment by BHEL.**

**(vii) Exemption: Turnover to MSE & Startup is exempted. Experience Clause not exempted for MSE & Startup.**

**(viii) BHEL Standard Guarantee Clause: Our standard Guarantee clause that the materials are to be guaranteed for satisfactory performance for a period of twelve months from the date of commissioning / putting into use (or) eighteen months from the dispatch whichever is earlier and if any defect is noticed during the above period, the same shall be rectified/replaced free of cost on Ranipet / Destination basis within a reasonable time. To this effect a Guarantee certificate should be sent along with the dispatch documents in the event an order.**

**ix) Successful bidder has to submit their Quality plan (MQP) for BHEL approval within 2 weeks from the date of PO/Contract. Commented MQP by BHEL to be re-submitted within 1 week from the date of receipt. BHEL SQP is applicable in this tender.**

**x) After award of contract – Successful Bidder shall have to get Detailed Design Drawings approved from buyer before starting fabrication. Successful Bidder shall submit Detailed Design Drawings for Buyer's approval, within 15 days of award of contract. Buyer shall, either approve the drawing(s) or will provide complete list of modification required in the**

drawings within 15 days:

~~Corrected/modified drawing to be re-submitted within 1 week from the date of receipt. Seller shall be required to ensure supply as per approved Drawings with modifications as communicated by Buyer. If there is delay from buyer side in approval of drawing the delivery period shall be refixed without LD for the period of delay in approval of Drawing.~~

~~3D model drawing to be submitted within 2 weeks from the date of PO for approval and Fixture drawing to be submitted within 2 weeks from the date of 3d model approval. Commented drawing by BHEL to be re-submitted within 1 week from the date of receipt.~~

#### Confidentiality Notice

All documents such as specifications, terms and conditions and all correspondence sent to a Seller by BHEL on a tender / order are to be treated as the confidential document of BHEL. All such tender / order-related documents issued by BHEL are to be treated with the same level of confidentiality that the receiver would bestow on their confidential documents. It is to be understood that downloading the documents from the web constitutes the acceptance of this confidentiality clause of BHEL.

This provision does not apply to documents freely and is already in the public domain.

In their own interest, If any Seller finds or becomes aware of any internal communication of BHEL, in the public domain, it shall be the responsibility of such Seller to bring it to the notice of BHEL for clarification /immediate and appropriate action by BHEL. Any action or attempts taken by a Seller in leveraging such information shall be deemed as an unethical act and shall attract such extant provisions of BHEL's procurement policies.

#### Material Rejection and Returns

If the supplied materials are rejected at our stores, it shall be the responsibility of the supplier to collect the rejected goods from our stores, at their cost and risk, within a reasonable period of 30 days from the date of intimation of the rejection.

The loading of the rejected goods at BHEL stores onto the vehicles placed by the supplier will be done by BHEL and such loading charges incurred along with the unloading charges incurred by BHEL for the unloading of the rejected goods will be to the account of the supplier. The unloading and loading charges incurred by BHEL will be raised on the supplier and the same shall be deducted from any of the pending bills of the supplier. In case there are no pending bills, then such amount incurred will be recovered from payments due for replacement goods to be supplied by the supplier. Or alternatively, such amounts shall be recovered from the payments due to the supplier, if any, for materials supplied to other BHEL Unit(s).

If the supplier fails to lift the materials within the stipulated period of 30 days, either the goods will be booked on a freight-to-pay basis to the supplier through any one of the contracted carriers of BHEL and the documents shall be negotiated through bank, or BHEL shall dispose off the rejected materials on their own. The costs incurred for such disposal shall be to the account of the supplier. Where the goods are disposed off, by BHEL, the supplier shall have no claim on whatsoever proceeds that BHEL may get out of such action.

#### Set Off clause

In the event any quantities are pending to be supplied against any purchase order by a seller, subject to the terms and conditions of the order, BHEL reserves the right to account the quantities of the same item supplied in a later order, by the Seller, against the unfulfilled previous order.

In such cases of default in the complete execution of an order, BHEL, shall stand authorised at any time, and from time to time, without any prior notice to the Seller, to set off and apply any and all supplies made against the current order to the account of the previously issued purchase order of the same item.

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.