

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687701154208

अनुबंध तिथि | Generated Date : 18-Jun-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4921009](#)

अनुसूची नाम | Schedule Name: Schedule 2, Schedule 3, Schedule 4, Schedule 7, Schedule 1

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: 10140027-HPBP Trichy	पद   Designation : VALVES BUYER 17 संपर्क नंबर   Contact No. : 0431-2577269- ईमेल आईडी   Email ID : buycon2024.bhelb.tn@gembuyer.in जीएसटीआईएन   GSTIN : 33AAACB4146P2ZL HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. पता   Address : TAMILNADU, INDIA., TIRUCHIRAPPALLI, TAMIL NADU-620014, 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: Dy. Manager वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval: not applicable	Role: PAO भुगतान का तरीका   Payment Mode: BHEL पद   Designation : PAYMENT AUTHORITY ईमेल आईडी   Email ID : pao7.bhelb.tn@gembuyer.in जीएसटीआईएन   GSTIN : - HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. पता   Address: TAMILNADU, INDIA., Tiruchirappalli, TAMIL NADU-620014, India 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 : 11AE190000931837 कंपनी का नाम   Company Name : J D JONES & CO PVT LTD संपर्क नंबर   Contact No. : 03340501000 ईमेल आईडी   Email ID : bbalajee@jdjones.com पता   Address : 9B, DR. MARTIN LUTHER KING SARANI ( WOOD STREET), NEAR CAMAC STREET, Kolkata, WEST BENGAL-700016, - एमआईआई स्थिति   MII Status : True एमएसएमई सत्यापित   MSME verified : Yes एमएसएमई पंजीकरण संख्या   MSME Registration number : UDYAM-WB-10-0002669 एमएसई सामाजिक श्रेणी   MSE Social Category : General एमएसई लिंग श्रेणी   MSE Gender : Male जीएसटीआईएन   GSTIN: 19AAACJ7932R1ZS (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

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 : 963534230000-PACKING STACK - TC - GRAFOIL - 9 RINGS ब्रांड   Brand : Pacmaan 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 : BOQ (Q3) मॉडल   Model: Combination Packing Ring Set एचएसएन कोड   HSN Code: 84818090	500	Set	215.95	NA	107,975
2	उत्पाद का नाम   Product Name : 963534240000-VALVE STEM PACKING-5 RINGS-GRAFOIL ब्रांड   Brand : Pacmaan 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	1,000	Set	37.75	NA	37,750

	श्रेणी का नाम और चतुर्थांश   Category Name & Quadrant : BOQ (Q3) मॉडल   Model: NA 704 एचएसएन कोड   HSN Code: 84818090					
3	उत्पाद का नाम   Product Name : 963535250000-PACKING STACK - GRAFOIL - 10 RINGS ब्रांड   Brand : Pacmaan 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 : BOQ (Q3) मॉडल   Model: Combination Packing Ring Set एचएसएन कोड   HSN Code: 84818090	500	Set	287.9	NA	143,950
4	उत्पाद का नाम   Product Name : 963535330000-GRAFOIL PACKING SET - 4 RINGS ब्रांड   Brand : Pacmaan 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 : BOQ (Q3) मॉडल   Model: Combination Packing Ring Set एचएसएन कोड   HSN Code: 84818090	50	Set	161.65	NA	8,082.5
5	उत्पाद का नाम   Product Name : 963531500000-FLAT SINTERED BUSH ब्रांड   Brand : Pacmaan 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 : BOQ (Q3) मॉडल   Model: 25% Glass filled PTFE Bush एचएसएन कोड   HSN Code: 39269099	200	pieces	50.75	NA	10,150

कुल ऑर्डर मूल्य | Total Order Value (in INR)

307,907.5

#### परोषिती विवरण | Consignee Detail

क्र.सं.   S.No	परोषिती   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 : buycon2024.bhelb.tn@gembuyer.in संपर्क   Contact : 0431-2577269- जीएसटीआईएन   GSTIN : 33AAACB4146P2ZL पता   Address : HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA., TIRUCHIRAPPALLI, TAMIL NADU-620014, India	963534230000-PACKING STACK - TC - GRAFOIL - 9 RINGS	-	500	18-Jun-2024	27-Aug-2024
		963534240000-VALVE STEM PACKING-5 RINGS-GRAFOIL	-	1,000	18-Jun-2024	27-Aug-2024
		963535250000-PACKING STACK - GRAFOIL - 10 RINGS	-	500	18-Jun-2024	27-Aug-2024
		963535330000-GRAFOIL PACKING SET - 4 RINGS	-	50	18-Jun-2024	27-Aug-2024
		963531500000-FLAT SINTERED BUSH	-	200	18-Jun-2024	27-Aug-2024

#### विनिर्देश | Specification1

[विशिष्टता दस्तावेज़ | Specification Document](#)

[क्रेता बीओक्यू दस्तावेज़ | Buyer BOQ Document](#)

[बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन | Compliance of BOQ Specification And Supporting Document](#)

**टिप्पणी | Note:** 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.

**टिप्पणी | Note:** 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.

#### विनिर्देश | Specification2

[विशिष्टता दस्तावेज़ | Specification Document](#)

[क्रेता बीओक्यू दस्तावेज़ | Buyer BOQ Document](#)

[बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन | Compliance of BOQ Specification And Supporting Document](#)

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**विनिर्देश | Specification3**

[विशिष्टता दस्तावेज़ | Specification Document](#)

[क्रेता बीओक्यू दस्तावेज़ | Buyer BOQ Document](#)

[बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन | Compliance of BOQ Specification And Supporting Document](#)

**टिप्पणी | Note::** 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.

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**विनिर्देश | Specification4**

[विशिष्टता दस्तावेज़ | Specification Document](#)

[क्रेता बीओक्यू दस्तावेज़ | Buyer BOQ Document](#)

[बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन | Compliance of BOQ Specification And Supporting Document](#)

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**विनिर्देश | Specification5**

[विशिष्टता दस्तावेज़ | Specification Document](#)

[क्रेता बीओक्यू दस्तावेज़ | Buyer BOQ Document](#)

[बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन | Compliance of BOQ Specification And Supporting Document](#)

**टिप्पणी | Note::** 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.

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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

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

Stores In-charge,  
Ward-25 & Ward-36,  
BHEL,  
THRUCHIRAPPALLI,  
TAMIL NADU-620014.

#### 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

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

#### 2.6 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.

#### 2.7 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.

#### 2.8 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.

#### 2.9 Scope of Supply:

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

#### 2.10 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.

#### 2.11 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.

#### 2.12 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

- A. The price shall be quoted line-item-wise only on a Per Piece rate basis (Inclusive of Material Price, Inspection charges, transport, insurance etc.) inclusive of taxes.**
- B. Prices shall be quoted on a "FIRM PRICE" basis only. Freight on Road (FOR) HPBP-BHEL, TRICHY-620014.**

C. Actual delivery is to be done at the following address

Schedule 1 to 7	Schedule 8 to11
Stores in-charge, Ward-25, BHEL, TRICHY, TAMIL NADU-620014.	Stores in-charge, Ward-36, BHEL, TRICHY, TAMIL NADU-620014.

D. Terms of Payment:

Indigenous Supplier (Non-MSME): 100% EFT Payment on 90<sup>th</sup> day from date of receipt at BHEL.

Indigenous Supplier (Medium): 100% EFT Payment on 60<sup>th</sup> day from date of receipt at BHEL.

Indigenous Supplier (MSE): 100% EFT Payment on 45<sup>th</sup> day from date of receipt at BHEL.

E. The date mentioned on the gate entry seal by BHEL security department on receipt of material will be taken as "date of receipt at BHEL". This will be used for calculating applicable LD and payment due date.

F. Offers shall be evaluated only from such sellers, who have provided valid documents as called for in Pre-Qualification Requirement(PQR) along with the bid. The PQR is available along with specification.

G. BHEL reserves the right to consider/Not-consider the offers based on the adequacy and evaluation of documents submitted.

H. 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. The list of banned firms is available on BHEL web site [www.bhel.com](http://www.bhel.com).

I. All Commercial terms are non- negotiable. Any document(s), in any form, submitted by the seller in this bid, which is not relevant or not requested by the buyer, indicating any deviation from commercial terms, will not be considered and the offer will be evaluated accordingly.

J. The below necessary supporting documents shall be attached under the following headers for smooth evaluation of the offers.

Certificate (Requested in ATC) (If applicable)	<i>if the Bank details are not updated with BHEL (T) then provide a copy of PAN Card, Copy of GSTIN, Copy of Cancelled Cheque, Copy of EFT Mandate duly certified by the Bank.</i>
Additional Doc 1 (Requested in ATC)	<i>Technical Deviation/Clarification if any from the specification are to be furnished separately item wise as "Schedule of Deviation" (OR/AND) "CERTIFICATE OF "NIL" TECHNICAL DEVIATION" to be attached</i>
MSE category certificate	<i>UDYAM Registration Certificate</i>
MII Document (Class1/Class2)	<i>Signed Local Content Declaration as per Make In India circular</i>

K. **GUARANTEE CLAUSE:** The vendor shall give a guarantee for the performance of his supplies for a period of eighteen months from the date of dispatch or twelve months from the date of commissioning whichever is earlier.

L. **Breach of contract, Remedies and Termination:**

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:

- from dues available in the form of Bills payable to defaulted supplier against the same contract.
- from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit
- 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.

M. **BHEL Fraud Prevention Policy**

The bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/ service providers shall strictly adhere to BHEL fraud prevention policy and shall immediately bring to the notice of the BHEL management about any fraud or suspected fraud as soon as it comes to their notice.

Please refer to <https://www.bhel.com/bhel-fraud-prevention-policy-0>

**N. Conflict of interest among bidders:**

**A bidder shall not have a 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:**

- I. they have controlling partner (s) in common; or
- II. they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- III. they have the same legal representative/agent for purposes of this bid; or
- IV. 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 an other Bidder; or
- V. 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
- VI. 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 from 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
- VII. 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
- VIII. 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.

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.