# अनुबंध|Contract



अनुबंध क्रमांक | Contract No: GEMC-511687761244409

अनुबंध तिथि | Generated Date : 20-Jun-2024

बोली/आरए/पीबीपी संख्या|Bid/RA/PBP No.: <u>GEM/2024/B/4805028</u>

## अनुसूची नाम | Schedule Name: Schedule 4, Schedule 5

संगठन विवरण|Organisation Details

प्ररूप|Type : 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 खरीदार विवरण|Buyer Details

पद|Designation : Dy Manager PPX संपर्क नंबर | Contact No. : 01334-281311-

ईमेल आईडी|Email ID : buyer490.bhelb.ua@gembuyer.in

भुगतान प्राधिकरण विवरण|Paying Authority Details

PAO

जीएसटीआईएन|GSTIN:

Central Foundry Forge Plant, BHEL, Ranipur, Haridwar, पता|Address :

HARIDWAR, UTTARAKHAND-249403, India

वित्तीय स्वीकृति विवरण|Financial Approval Detail

आईएफडी सहमति|IFD Concurrence :

प्रशासनिक अनुमोदन का पदनाम| Designation of Administrative Approval:

वित्तीय अनुमोदन का पदनाम|

Designation of Financial Approval:

Role: भगतान का तरीका। Manager PURCHASE

Payment Mode: पद|Designation : DGM Pay

ईमेल आईडी|Email ID : pay16.bhelb.ua@gembuyer.in

जीएसटीआईएन|GSTIN : 05AAACB4146P1ZL

Central Foundry Forge Plant, BHEL, Ranipur, Haridwar, पता|Address:

Haridwar, UTTARAKHAND-249403, India

Payments shall be made to the seller within 90 days of issue

भुगतान समयसीमा|Payment of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10-days

मूल्य

time as provided in clause 12 of GeM GTC)

विक्रैता विवरण|Seller Details

जेम विक्रैता आईडी|GeM Seller ID : 614A180000662121

कंपनी का नाम|Company Name : SHYAM CABLES INDIA PRIVATE LIMITED

संपर्क नंबर|Contact No.: 09811616630

ईमेल आईडी|Email ID: comm@shyamcables.com

SCI,A-46, Sec 83, Phase II, Noida,Gautam Buddha nagar., पता| Address : Gautam Buddha nagar, UTTAR PRADESH-201305, -

Not required

एमआईआई स्थिति| MII Status : एमएसएमई सत्यापित|MSME verified : Yes

एमएसएमई पंजीकरण संख्या|MSME Registration number : UDYAM-UP-28-0017460

एमएसई सामाजिक श्रेणी|MSE Social Category : General एमएसई लिंग श्रेणी|MSE Gender : Female

जीएसटीआईएन|GSTIN: 09ABFCS5104A1ZS (R), (M)

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

बितरण निर्देश | Delivery Instructions : Vendor has applied for MSE preference, Status is Micro.

### 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)	(INR में सभी शुल्क और कर सहित)  Price (Inclusive of all Duties and Taxes in INR)
1	उत्पाद का नाम   Product Name : shyam Cables 2 Core PVC Copper Circular Sheathed Cable ब्रांड  Brand : shyam Cables   ब्रांड  Brand : shyam Cables   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 चतुर्थीय   Category Name & Quadrant : PVC Copper Cable Single and Multi Core Circular Sheathed Cord with Flexible Conductor as per IS 694 (Q3)   मॉडल   Model: SCIPLC215C   एचएसएन कोड   HSN Code: HSN not specified by seller	2,350	meter	32.97	NA	77,479.5
2	उत्पाद का नाम   Product Name: shyam Cables 2 Core PVC Copper Circular Sheathed Cable ब्रांड  Brand: shyam Cables ब्रांड  Brand: shyam Cables 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 चतुर्थांच  Category Name & Quadrant: PVC Copper Cable Single and Multi Core Circular Sheathed Cord with Flexible Conductor as per IS 694 (Q3) मॉडल   Model: SCIPLC225C	2,400	meter	53.11	NA	127,464

 इ.स. ऑर्टर ग्रस्थ	I Total Order	Value (in INR)					204,943.5	
ल आडर मूल्य	Total Order	value (III INK)					204,943.5	
परेषिती विव	वरण Consi	gnee Detail						
ҕ.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 क तक करना है  Delivery To Be Completed By	
1	पद  Designation : - 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		shyam Cables 2 Core PVC Copper Circular Sheathed Cable	-	2,350	20-Jun-2024	18-Sep-2024	
'			shyam Cables 2 Core PVC Copper Circular Sheathed Cable	-	2,400	20-Jun-2024	18-Sep-2024	
Product	Specificati	on for shyam Cables 2 Core PVC Copper Circul	lar Sheathed Cable					
	ecification					मूल्य Value		
		Governing Specification				IS: 694: 2010 la	itest	
		ISI Marked				Yes		
		BIS License Number (CM/L Number) - Must declare				CM/L- 8552584	ļ	
		Category of cable				01		
		Type of Insulation (shall conforming to IS:5831:1984 latest)				Type D		
		No. of core				2		
SENERIC		Sheath type				Type ST3		
		Colour of sheath					Black	
		Conductor material (Complying with IS:8130:1984 latest)					ed Copper	
		Construction					Flexible Cords	
		Nominal Cross Sectional Area of Conductor (in Sq.mm)					1.5	
		Cable packing and marking					as per Cl. 15 of IS:694:2010 latest	
		Availability of Type test report from Central government/NABL/ILAC accridiated laoratory to prove conformity to the specification					Yes	
							2023-24	
CEDTIFICATI	CALC	·					30.01.2023	
CERTIFICATI	IONS						ADS LABTECH	
			plier to the buver/consigne	e on demand		GHAZIABAD Yes		
		All the test reports and certificates shall furnish by the supplier to the buyer/consignee on demand						
उत्पाद का बीअ	॥ईएस लाइसेंस E	SIS license of the product: 8552584						
खरीदार परि	रभाषित अर्ती	रक्त विशिष्टता के लिए  Buyer Defined Additional Sp	pecification for shyan	n Cables 2 C	Core PVC Copp	er Circular She	eathed Cable	
विनिर्देश Sp	ecification		मूल्य Value					
Cable type 8	& Grade		Un-armoured, Grade-1.1KV					
Product	Specificati	on for shyam Cables 2 Core PVC Copper Circul	lar Sheathed Cable					
विनिर्देश Sp	ecification	उप-विनिर्देश Sub-Spec					मूल्य Value	
		Governing Specification					IS: 694: 2010 latest	
		ISI Marked					Yes	
		BIS License Number (CM/L Number) - Must declare					CM/L- 8552584	
		Category of cable				01		
		Type of Insulation (shall conforming to IS:5831:1984 latest)				Type D		
		No. of core					2	

GENERIC	Sheath type	Type ST3
	Colour of sheath	Black
	Conductor material (Complying with IS:8130:1984 latest)	Annealed Tinned Copper
	Construction	Flexible Cords
	Nominal Cross Sectional Area of Conductor (in Sq.mm)	2.5
	Cable packing and marking	as per Cl. 15 of IS:694:2010 latest
	Availability of Type test report from Central government/NABL/ILAC accridiated laoratory to prove conformity to the specification	Yes
	Test report number - Must declare	SCIPL/LAB/27/2023-24
CERTIFICATIONS	Report date - Must declare	30.01.2023
	Name of lab - Must declare	ADS LABTECH
	Address of lab - Must declare	GHAZIABAD
	All the test reports and certificates shall furnish by the supplier to the buyer/consignee on demand	Yes

उत्पाद का बीआईएस लाइसेंस|BIS license of the product: 8552584

### खरीदार परिभाषित अतिरिक्त विशिष्टता के लिए |Buyer Defined Additional Specification for shyam Cables 2 Core PVC Copper Circular Sheathed Cable

विनिर्देश Specification	मूल्य Value		
Cable type & Grade	Un-armoured, Grade-1.1KV		

## खरीदार द्वारा जोड़ी गई बोली का विशिष्ट अतिरिक्त कार्य|Buyer added Bid Specific Additional Scope of Work

क्र.सं S.No	दस्तावेज़ का शीर्षक Document Title	विवरण Description	लागू आईआरओ सामान Applicable i.r.o. Items
1	Annexure 1 <u>View</u>	Annexure 1	PVC Insulated Unsheathed Cable With Flexible Conductor As Per IS 694(4600)

### 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.

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 Generio

 $While \ generating \ invoice \ in \ GeM \ portal, the \ seller \ must \ upload \ scanned \ copy \ of \ GST \ invoice \ and \ the \ screenshot \ of \ GST \ portal \ confirming \ payment \ of \ GST.$ 

2.5 Generic

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

2.6 Scope of Supply:

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

2.7 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

- 1. Vendor is required to submit a duly filled, signed and stamped copy of Annexure 1 with their offer.
- Test certificate is required as per relevant Indian standard(IS).
- Guarantee certificate is required for period of one year from supply date, guarantee against manufactur ing defect is required.
- 4. Quantity Variation upto +/- 5% shall be acceptable.
- 5. Minimum roll size for all schedule shall be 90-100 Meter, except for schedule # 7 & 14. For schedule # 7 & 14 roll size shall be 100 Meter.
- 6. Early delivery is acceptable.
- 7. Final inspection will be done at CFFP Store.
- 8. Payment terms: 100 % payment shall be made within 45/60/90 days of receipt of material at CFFP through e-payment, subject to acceptance of material and submission of all documents, complete in all re spects, as per following details:

Type of Bidder	Payment Terms (Number of Days)
Micro & Small Enterprises (MSEs)	45 days
Medium Enterprises	60 days
Non MSME	90 days

MSME bidders can avail benefits of payment through TReDS (RXIL).

The vendors claiming MSME benefits in the bid, but not registered with CFFP/BHEL Haridwar as MSME are required to submit Udyam Certificate and audited balance sheet including Profit and Loss statement of la st financial year along with bid. In case vendor does not submit these documents within due course of tim e, payment preference will not be given to MSME bidders.

- 9. Risk Purchase: In case of delayed/defective supplies or non-fulfilment of any other terms & conditions g iven in the Purchase Order, BHEL may cancel the purchase order in full or part thereof and may also make the purchase of such material at the risk & cost of supplier. In case of non- agreement of this term your of fer shall not be considered.
- 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 t han one Bid will result in the disqualification of all bids in which the parties are involved. However, thi s does not limit the inclusion of the components/sub-assembly/Assemblies from one bidding manufact urer 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;

- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or techn ical 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 sist er/common business/management units in same/similar line of business.1. Vendor is required to sub mit a duly filled, signed and stamped copy of Annexure 1 with their offer.
- 2. Test certificate is required as per relevant Indian standard(IS).
- Guarantee certificate is required for period of one year from supply date, guarantee against manufactur ing defect is required.
- 4. Quantity Variation upto +/- 5% shall be acceptable.
- Minimum roll size for all schedule shall be 90-100 Meter, except for schedule # 7 & 14. For schedule # 7
   & 14 roll size shall be 100 Meter.
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  - 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 t han one Bid will result in the disqualification of all bids in which the parties are involved. However, thi s does not limit the inclusion of the components/sub-assembly/Assemblies from one bidding manufact urer 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 muincinel		divoctly or		Indian anant	on his behalf: and
1.	i ne principai	manuracturer	airectiv or	through one	ingian agent	on his behair: and

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

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- A Bidder or any of its affiliates participated as a consultant in the preparation of the design or techn
  ical 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 sist er/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 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.