

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687703081169

अनुबंध तिथि | Generated Date : 22-Jun-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4238229](#)

अनुसूची नाम | Schedule Name: Schedule 25, Schedule 24, 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 : 10110009-HEEP, Haridwar	पद Designation : DYENGPPAXEM संपर्क नंबर Contact No. : - ईमेल आईडी Email ID : buyer1556.bhelb.ua@gembuyer.in जीएसटीआईएन GSTIN : - पता Address : BHEL, HEEP, Main Admin Building, 4th Floor, Haridwar, HARIDWAR, UTTARAKHAND-249403, 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 : NA वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : DGM	भुगतान का तरीका Role : PAO भुगतान का तरीका Payment Mode : BHEL पद Designation : Dymgr Fin ईमेल आईडी Email ID : pay31.bhelb.ua@gembuyer.in जीएसटीआईएन GSTIN : - पता Address : BHEL, HEEP, Main Admin Building, 4th Floor, Haridwar, HARIDWAR, UTTARAKHAND-249403, India

विक्रेता विवरण Seller Details	
जेम विक्रेता आईडी GeM Seller ID :	DC1C200001310018
कंपनी का नाम Company Name :	I.S.ENGINEERING WORKS
संपर्क नंबर Contact No. :	09639280183
ईमेल आईडी Email ID :	isew.hwr@gmail.com
पता Address :	24,NIRMALA CHHAWNI,HARIDWAR,BEHIND HARIDWAR RAILWAY STATION, Haridwar, UTTARAKHAND-249401, -
एमएसएमई सत्यापित MSME verified :	Yes
एमएसएमई पंजीकरण संख्या MSME Registration number :	UDYAM-UK-06-0002612
एमएसई सामाजिक श्रेणी MSE Social Category :	General
एमएसई लिंग श्रेणी MSE Gender :	Male
जीएसटीआईएन GSTIN:	05AAPPU2709P2ZY (R)

*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 : UNION W96413903228 ब्रांड Brand : BHEL Drgs & Spec 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: UNION W96413903228 एचएसएन कोड HSN Code: 8503	2	pieces	497	NA	994
2	उत्पाद का नाम Product Name : SWIVEL JOINT 41391701000 W96413900474 ब्रांड Brand : BHEL Drgs & Spec 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: SWIVEL JOINT 41391701000 W96413900474 एचएसएन कोड HSN Code: 8503	6	pieces	3,680	NA	22,080
3	उत्पाद का नाम Product Name : BEADED PLUGS AA7242344093 ब्रांड Brand : BHEL Drgs & Spec 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	3	pieces	450	NA	1,350

श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3)						
मॉडल Model: BEADED PLUGS AA7242344093						
एचएसएन कोड HSN Code: 8503						
कुल ऑर्डर मूल्य Total Order Value (in INR)						24,424
परिषिती विवरण Consignee Detail						
क्र.सं. S.No	परिषिती 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 : con548.bhelb.ua@gembuyer.in संपर्क Contact : 01334-991520-4947 जीएसटीआईएन GSTIN :- पता Address : Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand, HARIDWAR, UTTARAKHAND-249403, India	UNION W96413903228	-	2	22-Jun-2024	20-Sep-2024
		SWIVEL JOINT 41391701000 W96413900474	-	6	22-Jun-2024	20-Sep-2024
		BEADED PLUGS AA7242344093	-	3	22-Jun-2024	20-Sep-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						
<p>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.</p>						
<p>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.</p>						
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						
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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

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:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

2.4 Generic

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

2.5 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.

2.6 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.

2.7 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

2. OFFERED RATE :-

Quoted price should be inclusive of all taxes (GST, etc.)

3. Quality Requirements: -

Ø TESTING & CERTIFICATION AS PER ORDERING DRAWING AND SPECIFICATION IS REQUIRED.

4. FCA: -

For availing specifications / drawings, vendor will have to submit dully filled and signed FCA (Framework Confidentiality Agreement) prior to Part - I Bid opening. Duly filled and signed FCA shall be submitted at following e-mail ID's:

v_singh@bhel.in ; 2.ghulam.shabbir@bhel.in

FCA has been uploaded along with PQR on GeM Portal.

5. Offer is required in 'Two Part':

Part -I (Techno cum commercial) Bid shall comprise the followings: -

(A) PQR: All bidders to provide point wise reply/confirmation along with relevant supporting documents to each and every point of Pre-Qualification Requirement/PQR {Annexure-PQR} for all enquiry items. Non-compliance of these may lead to rejection of offer as these are essential condition for participating in tender enquiry.

(B) Unpriced Bid

(C) Document for MSE to avail MSE benefits

Part-II (Price Bid) shall comprise item wise rate for each qty.

Price bid shall be opened for only those bidders who qualifies PQR and whose techno-commercial bid is acceptable to BHEL.

6. PAYMENT TERM.

100% payment will be made after receipt and acceptance of material and within 90 days from the date of invoice subject to submission of non-discrepant documents within 15 days of

supply as per terms and conditions of Purchase Order. For MSEs (covered under MSME Act) which are registered and periodically renewed with BHEL, the Payment term is 45 days;

For Medium Enterprises the Payment term is 60 days and for Non-MSMEs the Payment term is 90 days.

7. EMD Exemption- BHEL HEEP registered vendors and MSE Vendors are exempted from submission of EMD.

8. General Instruction: -

Rest terms & conditions shall be as per General terms and conditions on GeM 3.0 (latest version- applicable at the time of issuance of enquiry).

9. Risk Purchase: -

in case the vendor / contractor delays or fails to provide all documents as per the purchase order / work order at the time of submitting tax invoice to Bhel, any subsequent financial loss to Bhel on account of vendor/contractor shall be to vendor's / contractor's account. Bhel has further right to take necessary steps to protect its interest at the time of release of payment. this further requires inclusion of IRN and QR code on tax invoice as announced by govt. of India w.e.f. 01.10.2022.

10. Action against Bidders / vendor / supplier / contractor in case of default:

In order to protect the commercial interests of BHEL, BHEL shall act against supplies / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other mis

conduct or formation of cartels so as to influence the bidding process or influence the price etc.

Suspension of Business Dealings could be in the form of "Hold" or "Banning" a supplier/ contractor or a bidder and shall be as per "Guidelines for Suspension of Business Dealings with Supplier s/ Contractors" available at BHEL's website "<https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors>"

11.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 receive 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 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

f) In cases of agents quoting in offshore procurements, on behalf of them principal

manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a

particular tender enquiry. One manufacturer can also authorize 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

g) 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

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 sister/ common business/ management units in same/ similar line of

business. "

12. Vendor to provide test certificate as per ordering drawing and specification and

guarantee certificate (of 18 months) along with supply

13. LD clause will be applicable as per GEM.

14. Arbitration clause & Force majeure clause will be applicable as per GEM.

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.