

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687762745201

अनुबंध तिथि | Generated Date : 29-Jun-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4311395](#)

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 : MGR4PPXEM संपर्क नंबर Contact No. : 01334-972016-7173 ईमेल आईडी Email ID : buyer1401.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: Manager वित्तीय अनुमोदन का पदनाम Designation of Financial Approval: NA	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 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 : 827D200001280313 कंपनी का नाम Company Name : FLUID CONTROLS PVT LTD संपर्क नंबर Contact No. : 09004074779 ईमेल आईडी Email ID : sales@fluidcontrols.com पता Address : J.V.Patel,ITI Compound,B Madhukar Marg,,Mumbai, Mumbai, MAHARASHTRA-400013, - एमएसएमई सत्यापित MSME verified : No एमएसएमई पंजीकरण संख्या MSME Registration number : - जीएसटीआईएन GSTIN: 27AAACF4459R1ZZ (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 : 3-VALVE MANIFOLD ब्रांड Brand : Fluid Controls 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 : 3-VALVE MANIFOLD (Q3) मॉडल Model: 3-VALVE MANIFOLD एचएसएन कोड HSN Code: HSN not specified by seller	3	pieces	13,684.46	NA	41,053.38
कुल ऑर्डर मूल्य Total Order Value (in INR)						41,053.38

परेषिती विवरण Consignee Detail						
क्र.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 कब तक करना है Delivery To Be Completed By
	पद Designation : -					

1	ईमेल आईडी Email ID : con786.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	3-VALVE MANIFOLD	1	3	28-Aug-2024	27-Sep-2024
Product Specification for 3-VALVE MANIFOLD						
विनिर्देश Specification		उप-विनिर्देश Sub-Spec			मूल्य Value	
Custom Specification		Custom Specification			Yes	
विक्रेता विशिष्टता दस्तावेज़ Seller Specification Document:						
1. SpecificationDocument1		mkp.gem.gov.in/catalog_data/catalog_support_document/85/87/344/CatalogAttrs/SpecificationDocument/2023/10/30/2023_10_30_15_56_55_18_fluid_controls_-_gas_valves__2023-10-30-15-57-01_f3130eee9fd 2eeeb404e2c6b98e9e2f6.pdf				
खरीदार विशिष्टता दस्तावेज़ Buyer Specification Document:						
1. DrawingDocument		mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/4671410/54/78/703/CatalogAttrs/DrawingDocument/2023/12/8/enquiryapproval_2023-12-08-08-28-46_4daa7c12a9a40c7d59dda1ddf74bee e1.pdf				
2. SpecificationDocument		mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/4671410/54/78/703/CatalogAttrs/SpecificationDocument/2023/12/8/final_document_20232336_2023-12-08-08-28-46_d4ebf52ed906b020 1c5087b5822d1008.pdf				
शुद्धिपत्र Corrigendum						
1. तक बढ़ाया गया Extended Upto : 2024-01-05 09:00:00 2. तक बढ़ाया गया Extended Upto : 2024-01-10 14:00:00						
ईपीबीजी विवरण ePBG Detail						
सलाहकार बैंक Advisory Bank :					NA	
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):					NA	
नियम और शर्तें Terms and Conditions						
<div>1. General Terms and Conditions-</div> <div>1.1 This contract is governed by the General Terms and Conditions, conditions stipulated to this Product/Service as provided in the Marketplace.</div> <div>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</div> <div>2. Buyer Added Bid Specific Terms and Conditions-</div> <div>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.</div> <div>2.2 Generic. 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 5 days of award of contract. Buyer shall, either approve the drawings or will provide complete list of modification required in the drawings within 10 days. 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.</div> <div>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 %.</div> <div>2.4 Generic. Bidder shall submit the following documents along with their bid for Vendor Code Creation: <div>a. Copy of PAN Card.</div><div>b. Copy of GSTIN.</div><div>c. Copy of Cancelled Cheque.</div><div>d. Copy of EFT Mandate duly certified by Bank.</div></div> <div>2.5 Generic.</div>						

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

2.6 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.

2.7 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):

BHEL NOMINATED INSPECTION AGENCY M/S INTERTEK

Post Receipt Inspection at consignee site before acceptance of stores:

BHEL

2.8 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.

2.9 Certificates:

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

2.10 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

BUYER ADDED TEXT BASED ATC CLAUSES:

1. QUALITY REQUIREMENTS SHALL BE AS FOLLOW:

QUALITY REQUIREMENTS:

1. PLEASE CONFIRM AND ENDORSE BHEL SQP QA_BI_QP_128.

2. PLEASE CONFIRM THAT INSPECTION SHALL BE DONE BY BHEL NOMINATED INSPECTION AGENCY M/S INTERTEK AS PER BHEL SQP QA_BI_QP_128.

2. AS PER GEM TERMS AND CONDITION, OFFER PRICES ON THE GEM WILL BE ON ALL-INCLUSIVE BASIS i.e. INCLUDING ALL TAXES, DUTIES, LOCAL LEVIES/ TRANSPORTATION/ LOADING / UNLOADING CHARGES ETC. UP TO BHEL, HARIDWAR.

3. GUARANTEE CERTIFICATE AS PER RESPECTIVE BHEL ORDERING DOCUMENTS (SPECIFICATION/DRAWINGS) IS REQUIRED.

4. 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 DAY S OF SUPPLY AS PER TERMS AND CONDITIONS OF PURCHASE ORDER. IN CASE ANY DISCREPANCY FOUND IN THE DOCUMEN TS, BHEL WILL NOTIFY THE SAME TO VENDOR WITHIN 7 DAYS OF RECEIPT. VENDOR HAS TO CLEAR ALL THE DISCREPANCIE S IN ONE GO WITHIN 7 DAYS THEREAFTER ELSE THE PAYMENT OF VENDOR MAY GET DELAYED.

a. FOR MSES (COVERED UNDER MSME ACT) WHICH ARE REGISTERED AND PERIODICALLY RENEWED WITH BHEL, THE PAYME NT TERM IS 45 DAYS;

b. FOR MEDIUM ENTERPRISES THE PAYMENT TERM IS 60 DAYS AND FOR NON-MSMES THE PAYMENT TERM IS 90 DAYS.

5. DELIVERY TERM WILL BE AS PER GEM T & Cs. ALSO THE DELIVERY PERIOD SHALL BE AS PER BID/ENQUIRY.

6. VENDORS / BIDDERS TO PROVIDE THE DOCUMENTS AS PER PRE-QUALIFICATION REQUIREMENTS (PQR).

7. TEST CERTIFICATES / GUARANTEE CERTIFICATES / COC WHATEVER APPLICABLE SHALL BE PROVIDED ALONG WITH DISPA TCH DOCUMENTS.

8. RISK PURCHASE CLAUSE: IN CASE OF ABNORMAL DELAYS (BEYOND THE MAXIMUM LATE DELIVERY

PERIOD AS PER LD CLAUSE) IN SUPPLIES / DEFECTIVE SUPPLIES OR NON-FULFILLMENT OF ANY OTHER

TERMS AND CONDITIONS GIVEN IN PURCHASE ORDER, BHEL MAY CANCEL THE PURCHASE ORDER IN FULL

OR PART THEREOF, AND MAY ALSO MAKE THE PURCHASE OF SUCH MATERIAL FROM ELSEWHERE /

ALTERNATIVE SOURCE AT THE RISK AND COST OF THE SUPPLIER. BHEL WILL TAKE ALL REASONABLE

STEPS TO GET THE MATERIAL FROM ALTERNATE SOURCE AT OPTIMUM COST. IF BIDDER DOES NOT AGREE TO THE ABOVE R ISK PURCHASE CLAUSE, BHEL RESERVES THE RIGHT TO REJECT THE OFFER. IN CASE FOR COMPELLING REASONS BHEL ACC EPTS THE OFFER WITHOUT ACCEPTANCE OF THIS CLAUSE BY THE BIDDER AND IN THE EVENTUALITY OF RISK PURCHASE, A PPROPRIATE ACTION WILL BE TAKEN AS PER BHEL EXTANT RULES. THIS WILL BE WITHOUT PREJUDICE TO ANY OTHER RIGH T OF BHEL UNDER THE CONTRACT OR UNDER GENERAL LAW.

9. ACTION AGAINST BIDDERS / VENDOR / SUPPLIER / CONTRACTOR IN CASE OF DEFAULT:IN

ORDER TO PROTECT THE COMMERCIAL INTERESTS OF BHEL, BHEL SHALL TAKE ACTION AGAINST SUPPLIES / CONTRACTORS BY WAY OF SUSPENSION OF BUSINESS DEALINGS, WHO EITHER FAIL TO PERFORM OR ARE IN DEFAULT WIT HOUT ANY REASONABLE CAUSE, CAUSE LOSS OF BUSINESS/ MONEY/ REPUTATION, INDULGE IN MALPRACTICES, CHEATING,

BRIBERY, FRAUD OR ANY OTHER MISCONDUCT 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 SUPPLIERS/CONTRACTORS" AVAILABLE AT BHEL'S WEBSITE [HTTPS://WWW.BHEL.COM/GUIDELINESUSPENSIONBUSINESS - DEALINGSSUPPLIERSCONTRACTORS](https://www.bhel.com/guidelinesuspensionbusiness-dealingssupplierscontractors).

10 "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

D. 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 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 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".

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.