# अनुबंध|Contract



अनुबंध क्रमांक | Contract No: GEMC-511687722114689

अनुबंध तिथि | Generated Date : 05-Jul-2024

बोली/आरए/पीबीपी संख्या|Bid/RA/PBP No.: <u>GEM/2024/B/4793078</u>

संगठन विवरण|Organisation 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: **HEP Bhopal**  खरीदार विवरण|Buyer Details

पद | Designation : 352DM05 संपर्क नंबर|Contact No. : 0755-2505615-

ईमेल आईडी|Email ID : buyer1429.bhelb.mp@gembuyer.in

जीएसटीआईएन|GSTIN:

BHARAT HEAVY ELECTRICAL LTD, PIPLANI, पता|Address: BHOPAL, MADHYA PRADESH-462022, India

वित्तीय स्वीकृति विवरण|Financial Approval Detail

आईएफडी सहमित IFD Concurrence :

प्रशासनिक अनुमोदन का पदनाम| SR MANAGER

Designation of Administrative Approval:

वित्तीय अनुमोदन का पदनाम।

Designation of Financial Approval :

भुगतान प्राधिकरण विवरण|Paying Authority Details

Role: PAO भगतान का तरीका। BHEL Payment Mode:

पद | Designation : DGM

ईमेल आईडी|Email ID : pao107.bhelb.mp@gembuyer.in

जीएसटीआईएन|GSTIN : 23AAACB4146P1ZN

BHARAT HEAVY ELECTRICAL LTD, PIPLANI, पता|Address: Bhopal, MADHYA PRADESH-462022, India

Payments shall be made to the seller within 45 days of issue

Timelines:

भुगतान समयसीमा|Payment 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)

विक्रैता विवरण|Seller Details

जेम विक्रैता आईडी|GeM Seller ID : A74E180000607981

कंपनी का नाम|Company Name : M/S MEERA PUMPS AND SYSTEMS

संपर्क नंबर|Contact No. : 09818760292

ईमेल आईडी|Email ID : meerapumps@gmail.com

H-80,M/S MEERA PUMPS AND SYSTEMS, Sector 63, Noida, पता| Address : Gautam Buddha nagar, UTTAR PRADESH-201301, -

No

NA

एमएसएमई सत्यापित|MSME verified :

एमएसएमई पंजीकरण संख्या|MSME Registration number : UDYAM-UP-28-0016940

एमएसई सामाजिक श्रेणी|MSE Social Category : General एमएसई लिग श्रेणी|MSE Gender : Male

जीएसटीआईएन|GSTIN: 09BIIPS1365R1ZC (R), (M)

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

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: HIGH PRESSURE PLUNGER TYPE PUMP MOTOR SET ब्रांड  Brand: MEERA PUMPS & SYSTEMS ब्रांड प्रकार  Brand Type: Registered Brand 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 चतुर्याश  Category Name & Quadrant: HIGH PRESSURE PLUNGER TYPE PUMP MOTOR SET (Q3) मॉडल  Model: MPS C30 एचएसएन कोड  HSN Code: 84243000	2	set	128,830	NA	257,660
कुर	ल ऑर्डर मूल्य  Total Order Value (in INR)					

परेषिती विवरण	Consignee	Detail

सिंह ने <del>या</del> वितरण परा						
क्र.सं. S.No परेषिती Consignee वस्तु Item लॉट नंबर  Lot No. परेषिती Consignee वस्तु Item लॉट नंबर  Delivery Be	क्र.सं. S.No	o परेषिती Consignee	तस्त्र। Item	' ਸਗ।Ouantity	करना है	वितरण पूरा कब तक करना है  Delivery To Be Completed

					After	Ву
1	पद  Designation : - ईमेल आईडी Email ID : buyer1453.bhelb.mp@gembuyer.in संपर्क Contact : 0755-2505874- जीएसटीआईएन GSTIN : 23AAACB4146P1ZN पता Address : BHARAT HEAVY ELECTRICAL LTD, PIPLANI, BHOPAL, MADHYA PRADESH-462022, India	HIGH PRESSURE PLUNGER TYPE PUMP MOTOR SET	-	2	05-Jul-2024	02-Dec-2024

# Product Specification for HIGH PRESSURE PLUNGER TYPE PUMP MOTOR SET

विनिर्देश Specification	उप-विनिर्देश Sub-Spec	मूल्य Value
Custom Specification	Custom Specification	Yes

# विक्रैता विशिष्टता दस्तावेज़|Seller Specification Document:

1. SpecificationDocument1	mkp.gem.gov.in/catalog_data/catalog_support_document/51/26/256/CatalogAttrs/SpecificationDoc ument/2024/4/4/2024_04_04_17_02_02_hppwms_spec_list_2024-04-04-17-02- 05_def065cde8eb712e3a089b26ac34
	c7eb.pdf

# खरीदार विशिष्टता दस्तावेज़|Buyer Specification Document:

mkp.gem.gov.in/catalog\_data/catalog\_support\_document/buyer\_documents/3987180/54/78/703/Catal
ogAttrs/SpecificationDocument/2024/3/16/bid\_docuemnts\_2024-03-16-13-1939\_9a694d0ac9280598f45b2ab002
81b096.pdf

# 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 Specification and QAP S  BOQ Checklist BOQ Checklist must be filled properly by F		Specification and QAP	HIGH PRESSURE PLUNGER TYPE PUMP MOTOR SET AS PER ENCLOSED BHEL PRODUCT STANDARD HT 00262 (REV02) .(2)		
			HIGH PRESSURE PLUNGER TYPE PUMP MOTOR SET AS PER ENCLOSED BHEL PRODUCT STANDARD HT 00262 (REV02) .(2)		
3	MII certificate format <u>View</u>	MII certificate format	HIGH PRESSURE PLUNGER TYPE PUMP MOTOR SET AS PER ENCLOSED BHEL PRODUCT STANDARD HT 00262 (REV02) .(2)		
4	Conflict Annexure View	Conflict Annexure is applicable for this bid	HIGH PRESSURE PLUNGER TYPE PUMP MOTOR SET AS PER ENCLOSED BHEL PRODUCT STANDARD HT 00262 (REV02) .(2)		

# 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 Generic

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

#### 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 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 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 50% of total value.

#### 2.9 Purchase Preference (Centre):

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

## 2.10 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):

TPIA/BHEL with customer wherever required

Post Receipt Inspection at consignee site before acceptance of stores: BHEL BHOPAL

# 2.11 Inspection.

Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER): Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer 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. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer 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.

When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

## 2.12 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.

## 2.13 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

## 2.14 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.

## 2.15 Warranty:

Warranty period of the supplied products shall be as given in specifications from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

2.16 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

- 1. Prices must be submitted inclusive of freight & insurance and GST as per GeM provision.
- 3. Delivery period asked shall be maximum delivery of all items. However early deliveryshall be acceptable.
- 5. Inspection shall be carried out by Third Party Inspection/BHEL and BHEL Customer ( wherever required)
- 6. Delivery period shall be 150 days from the date of document approval. Document submission perion shall be 4 weeks from the date of GeM Po a nd resubmission period shall be 1 week.
- 7. Make In India certificate must be submitted as per attached format issued by OEM (In case of tradeAuthorize distributor/Agent).
- 8. Payment Terms: 100% of supply payment within 90 days from the date of receipt & acceptance (&AC) of material. 45 days in case of MSE vendor who apply MSE benefit through GeM Portal with proper documents only. Agents and trading enterprises are not covered under the definition of MSES and should not be allowed any benefits under public procurement policy. Public procurement policy is meant for procurement of goods produced and services rendered by MSE and not meant for trading activity by them.
- 9. If OEM and their trader/Authorised agent both will quote, offer of OEM only shall be considered.

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.