

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687772688035

अनुबंध तिथि | Generated Date : 12-Jul-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4938528](#)

अनुसूची नाम | Schedule Name: Schedule 20, Schedule 22, Schedule 16, Schedule 23, Schedule 25, Schedule 6, Schedule 19

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
<p>प्ररूप Type : Central PSU</p> <p>मंत्रालय Ministry : Ministry of Heavy Industries and Public Enterprises</p> <p>विभाग Department : Department of Heavy Industry</p> <p>संगठन का नाम Organisation Name : Bharat Heavy Electricals Limited (BHEL)</p> <p>कार्यालय क्षेत्र Office Zone: 10140027-HPBP Trichy</p>	<p>पद Designation : MMPSSBUYER4</p> <p>संपर्क नंबर Contact No. : 0431-2574737-</p> <p>ईमेल आईडी Email ID : buycon938.bhelb.tn@gembuyer.in</p> <p>जीएसटीआईएन GSTIN : -</p> <p>पता Address : HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA., TIRUCHIRAPPALLI, TAMIL NADU-620014, India</p>

वित्तीय स्वीकृति विवरण Financial Approval Detail	भुगतान प्राधिकरण विवरण Paying Authority Details
<p>आईएफडी सहमति IFD Concurrence : No</p> <p>प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: DGM/MM/Services</p> <p>वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : DM/FINANCE</p>	<p>Role: PAO</p> <p>भुगतान का तरीका Payment Mode: BHEL</p> <p>पद Designation : PAYMENT AUTHORITY</p> <p>ईमेल आईडी Email ID : pao7.bhelb.tn@gembuyer.in</p> <p>जीएसटीआईएन GSTIN : -</p> <p>पता Address: HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI - 620014. TAMILNADU. INDIA., Tiruchirappalli, TAMIL NADU-620014, India</p> <p>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)</p>

विक्रेता विवरण Seller Details
<p>जेम विक्रेता आईडी GeM Seller ID : 81A2220006737992</p> <p>कंपनी का नाम Company Name : maalai print and fold</p> <p>संपर्क नंबर Contact No. : 09092170869</p> <p>ईमेल आईडी Email ID : maalaifolding@gmail.com</p> <p>पता Address : 13-A, T. BALAN NAGAR, GANAPATHY PUDUR, GANAPATHY, Coimbatore, TAMIL NADU-641006, India</p> <p>एमएसएमई सत्यापित MSME verified : No</p> <p>एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-TN-03-0095701</p> <p>एमएसएमई सामाजिक श्रेणी MSE Social Category : OBC</p> <p>एमएसएमई लिंग श्रेणी MSE Gender : Male</p> <p>जीएसटीआईएन GSTIN: 33AMOPV5339F1ZO (R)</p>

*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	<p>उत्पाद का नाम Product Name : Guideline for Pregnant women Booklet English</p> <p>ब्रांड Brand : Guideline For Pregnant Women Booklet English</p> <p>ब्रांड प्रकार Brand Type : Unbranded</p> <p>कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM</p> <p>कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM</p> <p>श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3)</p> <p>मॉडल Model: Book</p> <p>एचएसएन कोड HSN Code: 4820</p>	100	Nos	15.5	NA	1,550
2	<p>उत्पाद का नाम Product Name : Consent for Anaesthesia in Tamil Pad</p> <p>ब्रांड Brand : Consent For Anaesthesia In Tamil Pad</p> <p>ब्रांड प्रकार Brand Type : Unbranded</p> <p>कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM</p> <p>कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM</p> <p>श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3)</p>	25	Nos	127	NA	3,175

मॉडल Model: Pad एचएसएन कोड HSN Code: 4820						
3	उत्पाद का नाम Product Name : Prescription Slip Small ब्रांड Brand : Prescription Slip Small 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 चतुर्थान्त Category Name & Quadrant : BOQ (Q3) मॉडल Model: Pad एचएसएन कोड HSN Code: 4820	2,500	Nos	19	NA	47,500
4	उत्पाद का नाम Product Name : Consent for Anaesthesia in English Pad ब्रांड Brand : Consent For Anaesthesia In English Pad 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 चतुर्थान्त Category Name & Quadrant : BOQ (Q3) मॉडल Model: Pad एचएसएन कोड HSN Code: 4820	25	Nos	127	NA	3,175
5	उत्पाद का नाम Product Name : Ambulance slip pad ब्रांड Brand : Ambulance Slip Pad 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 चतुर्थान्त Category Name & Quadrant : BOQ (Q3) मॉडल Model: Pad एचएसएन कोड HSN Code: 4820	100	Nos	15	NA	1,500
6	उत्पाद का नाम Product Name : Graphic TPR Chart Pad ब्रांड Brand : Graphic TPR Chart Pad 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 चतुर्थान्त Category Name & Quadrant : BOQ (Q3) मॉडल Model: Pad एचएसएन कोड HSN Code: 4820	50	Nos	100	NA	5,000
7	उत्पाद का नाम Product Name : Guideline for Pregnant women Booklet Tamil ब्रांड Brand : Guideline For Pregnant Women Booklet Tamil 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 चतुर्थान्त Category Name & Quadrant : BOQ (Q3) मॉडल Model: Book एचएसएन कोड HSN Code: 4820	100	Nos	14	NA	1,400
कुल ऑर्डर मूल्य Total Order Value (in INR)						63,300
परेषिली विवरण Consignee Detail						
क्र.सं. S.No	परेषिली 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 : buycon1526.bhelb.tn@gembuyer.in संपर्क Contact : 0431-2577826- जीएसटीआईएन GSTIN : - पता Address : MATERIALS MANAGEMENT, IV FLOOR, BUILDING -24, HIGH PRESSURE BOILER PLANT, BHARAT HEAVY ELECTRICALS LIMITED, TIRUCHIRAPPALLI 14, TIRUCHIRAPPALLI, TAMIL NADU-620014, India	Guideline for Pregnant women Booklet English	-	100	12-Jul-2024	10-Sep-2024
		Consent for Anaesthesia in Tamil Pad	-	25	12-Jul-2024	11-Aug-2024
		Prescription Slip Small	-	2,500	12-Jul-2024	26-Aug-2024
		Consent for Anaesthesia in English Pad	-	25	12-Jul-2024	11-Aug-2024
		Ambulance slip pad	-	100	12-Jul-2024	11-Aug-2024
		Graphic TPR Chart Pad	-	50	12-Jul-2024	11-Aug-2024
		Guideline for Pregnant women Booklet Tamil	-	100	12-Jul-2024	10-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						

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

ક્રેતા બીઓક્યુ દસ્તાવેજ | Buyer BOQ Document

बीओक्यू विशिष्टता और सहायक दस्तावेज 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 offering 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 | Specification3

विशिष्टता दस्तावेज़ | Specification Document

क्रेता बीओक्यू दस्तावेज | Buyer BOQ Document

बीओक्यू विशिष्टता और सहायक दस्तावेज 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

[ક્રેતા બીઓક્વુ દસ્તાવેજ | Buyer BOQ Document](#)

बीओक्यू विशिष्टता और सहायक दस्तावेज 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 | Specification5

विशिष्टता दस्तावेज़ | Specification Document

[ક્રેતા બીઓક્યુ દસ્તાવેજ | Buyer BOQ Document](#)

बीओक्यू विशिष्टता और सहायक दस्तावेज 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

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विनिर्देश Specification6	
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 Specification7	
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 <i>Generic.</i> 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 <i>Generic.</i> Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address	
DY. MANAGER/STORES WARD 16, BHARAT HEAVY ELECTRICALS LIMITED TIRUVERUMBUR, TIRUCHIRAPALLI - 620014 TAMILNADU	

2.3 Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

2.4 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 %.

2.5 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.

2.6 Generic

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

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 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):

SELLER AT SELLER WORKS

Post Receipt Inspection at consignee site before acceptance of stores:
BHEL INSPECTION AFTER RECEIPT AT BHEL TRICHY STORES

2.11 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.

2.12 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

(A) Payment Terms:

- 90 days from date of gate/vehicle entry at BHEL for Non MSME
- 60 days from date of gate/vehicle entry at BHEL for Medium
- 45 days from date of gate/vehicle entry at BHEL for MSE

100% payment will be released within above mentioned days of the date of gate/vehicle entry at BHEL subject to acceptance of materials and onli ne submission of bills. Payment to MSE vendors will be as per the applicable provisions of MSMED Act, 2006.

MSME vendors have to submit Udyam registration certificate along with the bid.

(B) 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

(C) 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 co ntract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:

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

(D) Set-off Clause: BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from the Security Deposit furnished by the Contractor under this Contract or any other contract.

(E) Fraud Prevention Policy: Bidder along with its associate /collaborators /sub-contractors /sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

(G) Liquidated Damages: Liquidated damages shall be as per GeM terms and conditions. *LD will be reckoned from the date of Gate / Vehicle entry date at BHEL Stores.*

(H) 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 their 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.

(I) ENCLOSURES: The following enclosures are to be attested with supplier's signature and seal and to be uploaded along with offer documents.

1. Pre-qualification Criteria
2. Technical Specification
3. Sample photos

(J) Delivery Conditions:

Schedule Nos. 1 to 27 to be delivered at BHEL TRICHY STORES and Schedule Nos. 28 to 31 to be delivered at PPPU Thirumayam Stores. Bidder to confirm in the bid. Exact consignee address will be informed at the time of placement of PO.

*****Bidder should supply Schedule Nos. 1to 27 to BHEL Trichy Stores***.**

*****Bidder should supply Schedule No. 28 to 31 to PPPU Thirumayam Stores***.**

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।

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