

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687721842985

अनुबंध तिथि | Generated Date : 28-Sep-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4925033](#)

अनुसूची नाम | Schedule Name: Schedule 2, Schedule 1

| संगठन विवरण Organisation Details | | खरीदार विवरण Buyer Details | | | | |
|--|---|---|---|-------------------------------------|---|---|
| प्ररूप Type : | Central PSU | पद Designation : | ENG4WEXBL1 | | | |
| मंत्रालय Ministry : | Ministry of Heavy Industries and Public Enterprises | संपर्क नंबर Contact No. : | - | | | |
| विभाग Department : | Department of Heavy Industry | ईमेल आईडी Email ID : | buyer1535.bhelb.ua@gembuyer.in | | | |
| संगठन का नाम Organisation Name : | Bharat Heavy Electricals Limited (BHEL) | जीएसटीआईएन GSTIN : | - | | | |
| कार्यालय क्षेत्र Office Zone: | 10110009-HEEP, Haridwar | 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 | Role: | PAO | | | |
| प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: | Sr, Manager | भुगतान का तरीका Payment Mode: | BHEL | | | |
| वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : | NA | 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 : | GU5Y210002090088 | | | | | |
| कंपनी का नाम Company Name : | DETRIV INSTRUMENTATION AND ELECTRONICS PRIVATE LIMITED | | | | | |
| संपर्क नंबर Contact No. : | 09323834125 | | | | | |
| ईमेल आईडी Email ID : | detrivsales3@trivtech.net | | | | | |
| पता Address : | 320,T V INDUSTRIAL ESTATE,,DR. A B ROAD,BEHIND GLAXO, WORLI, Mumbai, MAHARASHTRA-400030, - | | | | | |
| एमएसएमई पंजीकरण संख्या MSME Registration number : | UDYAM-MH-19-0018318 | | | | | |
| जीएसटीआईएन GSTIN: | 27AAACD0722H1Z4 (R) , (M) | | | | | |
| खरीदार द्वारा सत्यापित एमएसएमई स्थिति MSME Status as verified by buyer : | Verified | | | | | |
| एमएसई सामाजिक श्रेणी MSE Social Category : | General | | | | | |
| एमएसई लिंग श्रेणी MSE Gender : | Male | | | | | |
| *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 : RTD ब्रांड Brand : DETRIV INSTRUMENTATION AND ELECTRONICS LTD ब्रांड प्रकार Brand Type : NA कैटलॉग की स्थिति Catalogue Status: NA कैसे बेचा जा रहा है Selling As : NA श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : NA (-) मॉडल Model: DETRIV एचएसएन कोड HSN Code: 90251990 | 6 | pieces | 2,408 | NA | 14,448 |
| 2 | उत्पाद का नाम Product Name : RTD ब्रांड Brand : DETRIV INSTRUMENTATION AND ELECTRONICS LTD ब्रांड प्रकार Brand Type : NA कैटलॉग की स्थिति Catalogue Status: NA कैसे बेचा जा रहा है Selling As : NA श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : NA (-) मॉडल Model: DETRIV एचएसएन कोड HSN Code: 90251990 | 96 | pieces | 1,847 | NA | 177,312 |
| कुल ऑर्डर मूल्य Total Order Value (in INR) | | | | | | 191,760 |

| परोषिती विवरण Consignee Detail | | | | | | |
|---|--|---|--------------------|-------------------|---|--|
| क्र.सं. S.No | परोषिती 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 : 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 | RTD | 1 | 6 | 12-Dec-2024 | 21-Jan-2025 |
| | | RTD | 1 | 96 | 12-Dec-2024 | 21-Jan-2025 |
| Product Specification for RTD | | | | | | |
| 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/83/05/781/CatalogAttrs/SpecificationDocument/2024/5/16/2024_05_16_11_04_44_2425fqt-00122_unpriced_2024-05-16-11-04-46_1eae440cfa8733a17c7ca0a102e42ebc.pdf | | | | |
| खरीदार विशिष्टता दस्तावेज़ Buyer Specification Document: | | | | | | |
| 1. SpecificationDocument | | mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/10810808/54/78/703/CatalogAttrs/SpecificationDocument/2024/5/8/tenderdocs_2024-05-08-12-54-04_d4eae50f177fbb560d97f4c7e9909eec.pdf | | | | |
| Product Specification for RTD | | | | | | |
| 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/83/05/781/CatalogAttrs/SpecificationDocument/2024/5/16/2024_05_16_11_04_44_2425fqt-00122_unpriced_2024-05-16-11-04-46_1eae440cfa8733a17c7ca0a102e42ebc.pdf | | | | |
| खरीदार विशिष्टता दस्तावेज़ Buyer Specification Document: | | | | | | |
| 1. SpecificationDocument | | mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/10810808/54/78/703/CatalogAttrs/SpecificationDocument/2024/5/8/tenderdocs_2024-05-08-12-51-24_b6411ffdfcca3eee3029c35e3b859ba.pdf | | | | |
| शुद्धिपत्र Corrigendum | | | | | | |
| 1. तक बढ़ाया गया Extended Upto : 2024-06-04 09:00:00 | | | | | | |
| 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

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 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/ M. S QUEST

Post Receipt Inspection at consignee site before acceptance of stores:

BHEL

2.7 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.

2.8 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

1. PLEASE SUBMIT ALL THE DOCUMENTS REQUIRED AS PER PRE-QUALIFICATION REQUIREMENT DOCUMENTS.
2. ALL THE TERMS AND CONDITION WILL BE AS PER GEM.
3. 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. UPTO BHEL, HARIDWAR.

4. Risk Purchase:

In case of abnormal delays (beyond the maximum late delivery period as per LD clause) in supplies / defective supplies or non-fulfilment 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 Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract or under General Law

5. 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 without 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/guidelines-suspension-business-dealings-supplierscontractors>"

6. Restriction under Rules 144(XI) of the general financial rules(GFRS), 2017 all provisions of Order No. F No. 6/18/2019-PPD, Dated-23.07.2020 and subsequently office memorandum no.-18/37/2020-PPD, Dated-08-02-2021 of department of Expenditure(DoE) shall be applicable for this enquiry.

Order Copy is available at(<https://doe.gov.in/procurement-policy-divisions>). Accordingly , any vendor from a country which shares a land border with India shall require to be registered with Competent Authority for this tender . Please ensure while submission of offer. Above order & subsequent orders from Government of India w.r.t participation of bidders/vendors from Land Border Sharing Countries shall be applicable.

7. Quality requirement is as follows- **INSPECTION BY BHEL/BHEL NOMINATED INSPECTION AGENCY (M/S QUEST) AS PER BHEL SQP"QA/BE/QP/908, REV-07". VENDOR HAS TO SUBMIT ENDOSED COPY OF THE QP ALONG WITH OFFER FOR BHEL APPROVAL.**

8. 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. In case any discrepancy found in the documents, BHEL will notify the same to vendor within 7 days of receipt. Vendor has to clear all the discrepancies in one go within 7 days thereafter else the payment of vendor may get delayed.

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.

9. DELIVERY TERM.

As per GeM T & C.

10. DELIVERY PERIOD. Delivery period shall be as per bid/enquiry.

11. The Guarantee Certificate should be provided as per BHEL Specification/ Standard.

12. 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 owner ship/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. "

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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.

