

## Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687791941438

Generated Date | अनुबंध तिथि: 30-Dec-2023

Bid/RA/PBP No. | बोली/आरए/पीबीपी संख्या: [GEM/2023/B/3975375](#)

Organisation Details   संगठन विवरण	Buyer Details   खरीदार विवरण
Type   प्ररूप: Central PSU Ministry   मंत्रालय: Ministry of Heavy Industries and Public Enterprises Department   विभाग: Department of Heavy Industry Organisation Name   संगठन का नाम: Bharat Heavy Electricals Limited (BHEL) Office Zone   कार्यालय क्षेत्र: 10110009-HEEP, Haridwar	Designation   पद: SE1PPXT Contact No.   संपर्क नंबर: 01334-847499-9973 Email ID   ईमेल आईडी: buyer474.bhelb.ua@gembuyer.in GSTIN   जीएसटीआईएन: 05AAACB4146P1ZL Address   पता: BHEL, HEEP, Main Admin Building, 4th Floor, Haridwar, HARIDWAR, UTTARAKHAND-249403, India

Financial Approval Detail   वित्तीय स्वीकृति विवरण	Paying Authority Details   भुगतान प्राधिकरण विवरण
IFD Concurrence   आईएफडी सहमति: No Designation of Administrative Approval   प्रशासनिक अनुमोदन का पदनाम: SR. MANAGER Designation of Financial Approval   वित्तीय अनुमोदन का पदनाम: MANAGER	Role: PAO Payment Mode   भुगतान का तरीका: BHEL Designation   पद: Dymgr Fin Email ID   ईमेल आईडी: pay31.bhelb.ua@gembuyer.in GSTIN   जीएसटीआईएन: - Address   पता: BHEL, HEEP, Main Admin Building, 4th Floor, Haridwar, Haridwar, UTTARAKHAND-249403, India Payments shall be made to the seller within 90 days of issue Payment Timelines   भुगतान of consignee receipt-cum-acceptance certificate (CRAC) and समयसीमा: on-line submission of bills (This is in supersession of 10-days time as provided in clause 12 of GeM GTC)

Seller Details   विक्रेता विवरण	
GeM Seller ID   जेम विक्रेता आईडी: 3750200001376000 Company Name   कंपनी का नाम: M/S POLY CHEM VARNISHES Contact No.   संपर्क नंबर: 09837394310 Email ID   ईमेल आईडी: polychem1973@gmail.com Address   पता: F-11 AND F-12, POLYCHEM VARNISHES, INDUSTRIAL AREA HARIDWAR, INDUSTRIAL AREA HARIDWAR, Haridwar, UTTARAKHAND-249401, - MSME verified   एमएसएमई सत्यापित: Yes MSME Registration number   एमएसएमई पंजीकरण संख्या: UDYAM-UK-06-0001739 MSE Social Category   एमएसई सामाजिक श्रेणी: General MSE Gender   एमएसई लिंग श्रेणी: Male GSTIN   जीएसटीआईएन: 05AAUPM5408Q1ZY	

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

Delivery Instructions | वितरण निर्देश: NA

Product Details   उत्पाद विवरण						
#	Item Description   आइटम विवरण	Ordered Quantity   आइटम विवरण	Unit   इकाई	Unit Price (INR)   इकाई मूल्य (INR)	Tax Bifurcation (INR)   कर विभाजन (INR)	Price (Inclusive of all Duties and Taxes in INR)   मूल्य (INR) में सभी शुल्क और कर सहित
1	Product Name   उत्पाद का नाम: HEAT RESISTANT ALUMINIUM PAINT GR. 1 UPTO 600 DEG. CENTIGRADE Brand   ब्रांड: POLYCHEM VARNISHES Brand Type   ब्रांड प्रकार: Unbranded Catalogue Status   कैटलॉग की स्थिति: Catalogue not verified by OEM Selling As   कैसे बेचा जा रहा है: Reseller not verified by OEM Category Name & Quadrant   श्रेणी का नाम और चतुर्थांश: HEAT RESISTANT ALUMINIUM PAINT GR. 1 UPTO 600 DEG. CENTIGRADE (Q3) Model   मॉडल: POLYFIN - HR - AL - 149 HSN Code   एचएसएन कोड: 32089090	400	liter	601.8	GST   जीएसटी (18%): 36,720 GST Cess 1   जीएसटी उपकर 1 (0%): 0 GST Cess 2   जीएसटी उपकर 2 (0 per accounting unit): 0 Input Tax Credit (ITC) on GST   जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी) (100%): 36,720 ITC on GST Cess 1   जीएसटी उपकर पर आईटीसी 1 (0%): 0 ITC on GST Cess 2   जीएसटी उपकर पर आईटीसी 2 (0%): 0	240,720
Total Order Value   कुल ऑर्डर मूल्य (in INR)						240,720

Consignee Detail   परेषिती विवरण						
S.No   क्र.सं.	Consignee   परेषिती	Item   वस्तु	Lot No.   लॉट नंबर	Quantity   मात्रा	Delivery Start After   दिनांक के बाद	Delivery To Be Completed By

					डिलीवरी शुरू करना है	वितरण पूरा कब तक करना है
1	Designation   पद : - Email ID   ईमेल आईडी : con786.bhelb.ua@gembuyer.in Contact   संपर्क : 01334-991520-4947 GSTIN   जीएसटीआईएन : - Address   पता : Shipping Section, Central Plant Stores, HEEP, BHEL, Haridwar-249403 Uttarakhand, HARIDWAR, UTTARAKHAND-249403, India	HEAT RESISTANT ALUMINIUM PAINT GR. 1 UPTO 600 DEG. CENTIGRADE	1	400	14-Jan-2024	13-Feb-2024

### Product Specification for HEAT RESISTANT ALUMINIUM PAINT GR. 1 UPTO 600 DEG. CENTIGRADE

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

### Seller Specification Document | विक्रेता विशिष्टता दस्तावेज़:

1. <a href="#">SpecificationDocument1</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/02/60/617/CatalogAttrs/SpecificationDocument/2023/10/4/2023_10_04_15_01_43_polyfin-hr-al-149_up_to_600_c_2023-10-04-15-01-45_24881422464bb96e4f3b235b3d108e49.pdf
---	--

### Buyer Specification Document | खरीदार विशिष्टता दस्तावेज़:

1. <a href="#">SpecificationDocument</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/1315591/54/78/703/CatalogAttrs/SpecificationDocument/2023/9/18/tender_documents_2023-09-18-11-51-29_00646ed67b600ff012ce45de8819270b.pdf
--	---

### ePBG Detail | ईपीबीजी विवरण

Advisory Bank   सलाहकार बैंक :	NA
ePBG Percentage(%)   ईपीबीजी प्रतिशत (%) :	NA

### General Clauses w.r.t RCM/FCM | आरसीएम/एफसीएम के संबंध में सामान्य खंड

- Where ever RCM is applicable, for sellers (Regular GST registered seller who opted out of FCM as per notifications of GST like GTA , unregistered seller), Buyer have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this contract. Seller will invoice buyer with Zero GST and GST cess.
- For Registered sellers as per FCM, rates will be inclusive of prescribed rate of GST and GST cess. ITC available to buyer as shown in the bid document have been applied while evaluating the bids. Seller has liability of paying the GST and GST cess to the govt and same will be charged from buyer while invoice.
- For Registered sellers who opted for RCM while quoting for specified category under section 9(3) like GTA rates will be exclusive of GST and GST cess. GST and GST cess as indicated by the buyer in the bid document payment of GST and GST Cess will be the liability of buyer.
- For Unregistered sellers Liability of payment of GST and GST cess is in Buyers scope. GST and GST cess as indicated by the buyer in the bid document will be the liability of buyer . Unregistered seller will invoice buyer with zero GST and Zero GST cess.
- For sellers under Composition Scheme: There is no liability of payment of GST and GST cess in Buyers cope. Seller will invoice Zero GST and GST cess in the invoice to buyer.

### Terms and Conditions | नियम और शर्तें

#### 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.

d. Copy of EFT Mandate duly certified by Bank.

**2.4 Generic**

Consortium: In case of Contracts, wherein the seller alone does not have necessary expertise, the seller can form consortium with other sellers for submission of the bid, with one of the consortium company as leader. However, each and every member of the consortium shall be equally responsible for the complete execution of the project contract. An undertaking to this effect is to be uploaded with bid.

**2.5 Generic**

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

**2.6 Generic**

Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

**2.7 Generic**

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

**2.8 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.

**2.9 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.

**2.10 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.

**2.11 Scope of Supply:**

Scope of supply (Bid price to include all cost components) : Only supply of Goods

**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 Warranty:**

Warranty period of the supplied products shall be 2 years 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.

**2.14 Buyer Added Bid Specific ATC:**

Buyer Added text based ATC clauses

**SPECIAL INSTRUCTIONS OF THE ENQUIRY: -**

- a) Evaluation shall be done on individual item-wise basis. Item details are as per Annexure-1. All vendors to submit their offer in line with mentioned BHEL specification in Annexure-1 and relevant drawings/standards/specifications etc.
- b) 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). Non-compliance of these may lead to rejection of offer as these are essential condition for participating in tender enquiry. Price bids shall be opened for only those bidders who qualify PQR and whose techno-commercial bid is acceptable to BHEL (both engineering & quality).
- c) Testing & certification (including material safety datasheet) as per ordering specification is required.
- d) Vendor to offer best delivery schedule in line with BHEL tender requirement. Delivery is not sacrosanct. However, offer of vendors may not be considered whose quoted delivery does not suit BHEL requirement.
- e) All interested vendors must submit the endorsed NDA (Annexure-NDA) well in time to BHEL for getting drawings and specifications. The duly filled NDA shall be submitted to following email ids: vsaini@bhel.in ; deepakumar1@bhel.in.
- f) Test certificate and Guarantee certificate to be provided by vendor at the time of supply of material.
- g) Payment terms shall be as per followings:

For Non MSEs bidder:

100% payment along with taxes, freight & insurance will be made after receipt and acceptance of material and within 90 days from the date of invoice subject to submission of no n-discrepant documents within 15 days of supply as per terms and conditions of Purchase Order.

For MSEs bidder:

For MSEs (covered under MSME Act) which are registered and periodically renewed with BHEL, the payment will be made within 45 days or as prescribed in the relevant act. Benefits of MSE (such as EMD Waiver, Tender fee exemption, Price preference, Payment preference etc.) will be given only to those MSE Vendors who are manufacturers of offered items against the NIT. No MSE benefits shall be provided to Agents / Stockists / Dealers / Traders etc. for the items offered but not manufactured by themselves."

For Medium Enterprises:

100% payment along with taxes, freight & insurance will be made after receipt and acceptance of material and within 60 days from the date of invoice subject to submission of no n-discrepant documents within 15 days of supply as per terms and conditions of Purchase Order.

h) 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.

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

In order to protect the commercial interests of BHEL, BHEL shall take action against suppliers / 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-businessdealings-Suppliers contractors>"

i) 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 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. "

j) The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL web site [www.bhel.com](http://www.bhel.com).

1.0 Integrity commitment, performance of the contract and punitive action thereof:

1.1. Commitment by BHEL: BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

1.2. Commitment by Bidder/ Supplier/ Contractor:

1.2.1. The bidder/ supplier/ contractor commits to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

1.2.2. The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

1.2.3. The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as

per extant guidelines of the company available on [www.bhel.com](http://www.bhel.com) and/or under applicable legal provisions.

k) Rest terms and conditions shall be as per GeM (Latest Version- applicable at the time of issuance of enquiry).

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.

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।