

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687768378416

अनुबंध तिथि | Generated Date : 01-Feb-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4203277](#)

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्रकार   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: 10270005 PSSR	पद   Designation : HQPUR3 संपर्क नंबर   Contact No. : - ईमेल आईडी   Email ID : buyer518.bhelb.ua@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address : Bharat Heavy Electricals Limited, Power Sector Southern Region, BHEL Integrated Office Complex, 26/4, TNEB Road, Pallikaranai Velachery-Tambaram Main Road Chennai - 600100, KANCHIPURAM, TAMIL NADU-600100, 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: GM वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : GM	Role: PAO भुगतान का तरीका   Payment Mode: BHEL पद   Designation : DEPUTY MANAGER ACCOUNTS ईमेल आईडी   Email ID : pao19.bhelb.ka@gembuyer.in जीएसटीआईएन   GSTIN : 33AAACB4146P2ZL पता   Address: BHEL SITE OFFICE, KUDANKULAM NUCLEAR POWER PROJECT UNIT3&4 POST-KUDANKULAM RADHAPURAM TALUK DIST TIRUNELVELI, Tirunelveli, TAMIL NADU-627106, 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 : कंपनी का नाम   Company Name : संपर्क नंबर   Contact No. : ईमेल आईडी   Email ID : पता   Address : एमएसएमई सत्यापित   MSME verified : एमएसएमई पंजीकरण संख्या   MSME Registration number : एमएसएमई लिंग श्रेणी   MSE Gender : जीएसटीआईएन   GSTIN:	BAAN210001994815 TITAN BLASTERS AND PAINTINGS 09447460317 titankochi@gmail.com 1-472 AG, OPP BPCL KOCHI REFINERY, POONATTU BUILDINGS, OPP BPCL KOCHI REFINERY, Village/Town:- AMBALAMUGAL, City:- ERNAKULAM, ERNAKULAM, KERALA-682302, India No UDYAM-KL-02-0007716 Male NA

\*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

#	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 : Anticorrosive coating of polyester glass flake (inner surface) (Q3) , anti corrosive coating of poly ब्रांड   Brand : NA 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 : Anticorrosive coating of polyester glass flake (inner surface) (Q3) , anti corrosive coating of poly (Q3) मॉडल   Model: na एचएसएन कोड   HSN Code: HSN not specified by seller	5,656	square meter	2,637.3	जीएसटी   GST (0%) : 0 जीएसटी उपकर 1   GST Cess 1 (0%) : 0 जीएसटी उपकर 2   GST Cess 2 (0 per accounting unit) : 0 जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी)   Input Tax Credit (ITC) on GST I (0%) : 0 जीएसटी उपकर पर आईटीसी 1   ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2   ITC on GST Cess 2 (0%) : 0	14,916,568.8
	उत्पाद का नाम   Product Name : Anticorrosive coating of polyester glass flake (inner surface) (Q3) , anti corrosive coating of poly ब्रांड   Brand : NA				जीएसटी   GST (0%) : 0 जीएसटी उपकर 1   GST Cess 1 (0%) : 0 जीएसटी उपकर 2   GST Cess 2 (0 per	

2	<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 &amp; Quadrant : Anticorrosive coating of polyester glass flake (inner surface) (Q3) , anti corrosive coating of poly (Q3)</p> <p>मॉडल  Model: na</p> <p>एचएसएन कोड  HSN Code: HSN not specified by seller</p>	3,344	square meter	2,607.8	<p>accounting unit) : 0</p> <p>जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी)  Input Tax Credit (ITC) on GSTI (0%) : 0</p> <p>जीएसटी उपकर पर आईटीसी 1  ITC on GST Cess 1 (0%) : 0</p> <p>जीएसटी उपकर पर आईटीसी 2  ITC on GST Cess 2 (0%) : 0</p>	8,720,483.2
3	<p>उत्पाद का नाम   Product Name : Anticorrosive coating of polyester glass flake (inner surface) (Q3) , anti corrosive coating of poly</p> <p>ब्रांड  Brand : NA</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 &amp; Quadrant : Anticorrosive coating of polyester glass flake (inner surface) (Q3) , anti corrosive coating of poly (Q3)</p> <p>मॉडल  Model: na</p> <p>एचएसएन कोड  HSN Code: HSN not specified by seller</p>	200	square meter	2,108.66	<p>जीएसटी  GST (0%) : 0</p> <p>जीएसटी उपकर 1   GST Cess 1 (0%) : 0</p> <p>जीएसटी उपकर 2   GST Cess 2 (0 per accounting unit) : 0</p> <p>जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी)  Input Tax Credit (ITC) on GSTI (0%) : 0</p> <p>जीएसटी उपकर पर आईटीसी 1  ITC on GST Cess 1 (0%) : 0</p> <p>जीएसटी उपकर पर आईटीसी 2  ITC on GST Cess 2 (0%) : 0</p>	421,732
4	<p>उत्पाद का नाम   Product Name : Anticorrosive coating of polyester glass flake (inner surface) (Q3) , anti corrosive coating of poly</p> <p>ब्रांड  Brand : NA</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 &amp; Quadrant : Anticorrosive coating of polyester glass flake (inner surface) (Q3) , anti corrosive coating of poly (Q3)</p> <p>मॉडल  Model: na</p> <p>एचएसएन कोड  HSN Code: HSN not specified by seller</p>	2,200	square meter	735.14	<p>जीएसटी  GST (0%) : 0</p> <p>जीएसटी उपकर 1   GST Cess 1 (0%) : 0</p> <p>जीएसटी उपकर 2   GST Cess 2 (0 per accounting unit) : 0</p> <p>जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी)  Input Tax Credit (ITC) on GSTI (0%) : 0</p> <p>जीएसटी उपकर पर आईटीसी 1  ITC on GST Cess 1 (0%) : 0</p> <p>जीएसटी उपकर पर आईटीसी 2  ITC on GST Cess 2 (0%) : 0</p>	1,617,308
कुल ऑर्डर मूल्य   Total Order Value (in INR)						25,676,092

#### परोक्षिती विवरण | Consignee Detail

क्र.सं.   S.No	परोक्षिती   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	<p>पद   Designation :-</p> <p>ईमेल आईडी   Email ID : buycon138.bhelb.ka@gembuyer.in</p> <p>संपर्क   Contact :-</p> <p>जीएसटीआईएन   GSTIN :-</p> <p>पता   Address : BHEL SITE OFFICE, KUDANKULAM NUCLEAR POWER PROJECT UNIT3&amp;4 POST-KUDANKULAM RADHAPURAM TALUK DIST TIRUNELVELI, TIRUNELVELI, TAMIL NADU-627106, India</p>	Anticorrosive coating of polyester glass flake (inner surface) (Q3) , anti corrosive coating of poly	-	5,656	01-Feb-2024	31-Jan-2025
		Anticorrosive coating of polyester glass flake (inner surface) (Q3) , anti corrosive coating of poly	-	3,344	01-Feb-2024	31-Jan-2025
		Anticorrosive coating of polyester glass flake (inner surface) (Q3) , anti corrosive coating of poly	-	200	01-Feb-2024	31-Jan-2025
		Anticorrosive coating of polyester glass flake (inner surface) (Q3) , anti corrosive coating of poly	-	2,200	01-Feb-2024	31-Jan-2025

#### Product Specification for Anticorrosive coating of polyester glass flake (inner surface) (Q3) , anti corrosive coating of poly

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

#### विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:

1. <a href="#">SpecificationDocument1</a>	<p>mkp.gem.gov.in/catalog_data/catalog_support_document/82/07/566/CatalogAttrs/SpecificationDocument/2023/11/22/2023_11_22_14_53_28_1699852066_tcc_2023-11-22-14-53-32_45618b553742c5cb2edc33a53ffe04fb.pdf</p>
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#### खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

	<p>mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/10687391/54/78/703/CatalogAttrs/SpecificationDocument/2023/11/13/technical_conditions_of_the_contract_amended_2023-11-13-</p>
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1. <a href="#">SpecificationDocument</a>	08 -39-28_f52968843ecc7aed3cfc02abdc70e088.pdf		
<b>Product Specification for Anticorrosive coating of polyester glass flake (inner surface) (Q3) , anti corrosive coating of poly</b>			
<b>विनिर्देश   Specification</b>	<b>उप-विनिर्देश   Sub-Spec</b>	<b>मूल्य   Value</b>	
Custom Specification	Custom Specification	Yes	
<b>विक्रेता विशिष्टता दस्तावेज़   Seller Specification Document:</b>			
1. <a href="#">SpecificationDocument1</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/82/07/566/CatalogAttrs/SpecificationDocument/2023/11/22/2023_11_22_14_53_28_1699852066_tcc_2023-11-22-14-53-32_45618b553742c5cb2edc33a53ffe04fb.pdf		
<b>खरीदार विशिष्टता दस्तावेज़   Buyer Specification Document:</b>			
1. <a href="#">SpecificationDocument</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/10687391/54/78/703/CatalogAttrs/SpecificationDocument/2023/11/13/technical_conditions_of_the_contract_amended_2023-11-13-08-42-27_b55597be7eb5b9499f76fde9696915af.pdf		
<b>Product Specification for Anticorrosive coating of polyester glass flake (inner surface) (Q3) , anti corrosive coating of poly</b>			
<b>विनिर्देश   Specification</b>	<b>उप-विनिर्देश   Sub-Spec</b>	<b>मूल्य   Value</b>	
Custom Specification	Custom Specification	Yes	
<b>विक्रेता विशिष्टता दस्तावेज़   Seller Specification Document:</b>			
1. <a href="#">SpecificationDocument1</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/82/07/566/CatalogAttrs/SpecificationDocument/2023/11/22/2023_11_22_14_53_28_1699852066_tcc_2023-11-22-14-53-32_45618b553742c5cb2edc33a53ffe04fb.pdf		
<b>खरीदार विशिष्टता दस्तावेज़   Buyer Specification Document:</b>			
1. <a href="#">SpecificationDocument</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/10687391/54/78/703/CatalogAttrs/SpecificationDocument/2023/11/13/technical_conditions_of_the_contract_amended_2023-11-13-08-46-26_282d33ec4a10fe71f9cae9391d0303fd.pdf		
<b>Product Specification for Anticorrosive coating of polyester glass flake (inner surface) (Q3) , anti corrosive coating of poly</b>			
<b>विनिर्देश   Specification</b>	<b>उप-विनिर्देश   Sub-Spec</b>	<b>मूल्य   Value</b>	
Custom Specification	Custom Specification	Yes	
<b>विक्रेता विशिष्टता दस्तावेज़   Seller Specification Document:</b>			
1. <a href="#">SpecificationDocument1</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/82/07/566/CatalogAttrs/SpecificationDocument/2023/11/22/2023_11_22_14_53_28_1699852066_tcc_2023-11-22-14-53-32_45618b553742c5cb2edc33a53ffe04fb.pdf		
<b>खरीदार विशिष्टता दस्तावेज़   Buyer Specification Document:</b>			
1. <a href="#">SpecificationDocument</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/10687391/54/78/703/CatalogAttrs/SpecificationDocument/2023/11/13/technical_conditions_of_the_contract_amended_2023-11-13-08-50-24_1a596c74bfa54b8c532cc6b7bd4e1f2.pdf		
<b>शुद्धिपत्र   Corrigendum</b>			
1. तक बढ़ाया गया   Extended Upto : 2023-11-27 17:00:00			
<b>खरीदार द्वारा जोड़ी गई बोली का विशिष्ट अतिरिक्त कार्य   Buyer added Bid Specific Additional Scope of Work</b>			
<b>क्र.सं   S.No</b>	<b>दस्तावेज़ का शीर्षक   Document Title</b>	<b>विवरण   Description</b>	<b>लागू आईआरओ सामान   Applicable i.ro. Items</b>
1	PRE QUALIFICATION REQUIREMENT <a href="#">View</a>	ALL POINTS OF PRE QUALIFICATION REQUIREMENT ARE TO BE COMPLIED	Anticorrosive Coating Of Polyester Glass Flake (inner Surface)(5656)
2	TECHNICAL CONDITIONS OF CONTRACT <a href="#">View</a>	ALL POINTS OF TECHNICAL CONDITIONS OF CONTRACT ARE TO BE COMPLIED	Anticorrosive Coating Of Polyester Glass Flake (inner Surface)(5656)

3	INTEGRITY PACT <a href="#">View</a>	INTEGRITY PACT	Anticorrosive Coating Of Polyester Glass Flake (inner Surface)(5656)
4	MAKE IN INDIA & LAND BORDER AGREEMENT <a href="#">View</a>	MAKE IN INDIA & LAND BORDER AGREEMENT	Anticorrosive Coating Of Polyester Glass Flake (inner Surface)(5656)
5	TAXES AND DUTIES <a href="#">View</a>	TAXES AND DUTIES	Anticorrosive Coating Of Polyester Glass Flake (inner Surface)(5656)

### ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक   Advisory Bank :	State Bank of India
ईपीबीजी प्रतिशत (%)   ePBG Percentage(%):	5.00

बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा | The bidder shall furnish ePBG as applicable as per bid's terms and conditions

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

- 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.

### 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 Forms of EMD and PBG:

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

BHARAT HEAVY ELECTRICALS LIMITED

payable at

STATE BANK OF INDIA

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

##### 2.3 Forms of EMD and PBG:

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

##### 2.4 Forms of EMD and PBG:

Bidders can also submit the EMD with Banker's Cheque in favour of

BHARAT HEAVY ELECTRICALS LIMITED

payable at

SBI SAIDAPET

Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

##### 2.5 Forms of EMD and PBG:

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

BHARAT HEAVY ELECTRICALS LIMITED

Account No.

10610819499

IFSC Code

SBIN0000912

Bank Name

STATE BANK OF INDIA

Branch address

SAIDAPET

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

**2.6 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.

**2.7 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 %.

**2.8 Generic**

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

**2.9 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.

**2.10 Buyer Added Bid Specific ATC:**

Buyer Added text based ATC clauses

**PRE-QUALIFICATION REQUIREMENT**

**Bidder should have executed Anti corrosive/ similar type of coating works for any one of the following in last seven years from latest date of bid submission.**

**A1. Atleast 5520 SQM of anticorrosive/ similartype of coating works in cumulative of two running/ completed contracts within a common period of "twelve consecutive months"**

**(Or)**

**A2. At least 3680 SQM of Anti-corrosive/ similar type of coating works within a period of twelve consecutive months in one running/ completed contract.**

**Note:**

1. **1. Anticorrosive paint product of bidder must be NPCIL approved.**
2. **2. Bidder should satisfy PQR: A1 or A2**
3. **3. The bidder shall furnish the PO/ WO copy/ copies of executed/ on-going contracts along with certificates for the quantum of works executed.**
- 4.
- 5.
- 6.

**FINANCIAL PRE-QUALIFICATION REQUIREMENT**

**Average Turnover for any three consecutive latest financial years should be Rs.110 lakhs**

**a. In case audited balance sheet and profit & loss account has not been submitted for that three consecutive years indicated above, then the applicable financial audited statements submitted by the bidders against the requisite years will be averaged for three years.**

**b. If financial statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by chartered accountant.**

**TERMS OF PAYMENT**

The progressive payment against monthly running bills on accepted rate / price of contract value will be released on Pro rata basis as mentioned below on submission of mutually accepted executed value within number of days as given below -

Type of Bidder	Payment Terms (Number of Days)
Micro & Small Enterprises (MSEs)	45 days
Medium Enterprises	60 days
Non MSME	90 days

Paying Authority: Site Finance/ Kudankulam Nuclear Power Project Unit 3 & 4

**95% - On completion of Grit blasting and application anticorrosive coating, Testing & completion quality protocols with BH EL/NPCIL.**

**5 % - On completion entire work.**

**Note:**

**Payment for the first running bill will be released only on production of the following.**

- i. PF Regn. No.
- ii. Labour License No. if applicable
- iii. Workmen Insurance Policy No.
- iv. Unqualified Acceptance for Detailed L.O.I.
- v. Performance Bank guarantee as per GCC.

### CONTRACT PERIOD

The contract period for completion of entire work under scope shall be 12 months from the "COMMENCEMENT OF CONTRACT PERIOD" .

The entire work shall be completed within 12 (Twelve) months from the date of commencement of work at site.

The date of commencement of contract period shall be the mutually agreed date between the bidder and BHEL engineer to start the work. In case of discrepancy the decision of BHEL engineer is final.

### GUARANTEE PERIOD

Normal guarantee period is 18 months from the date of completion of supplies or 12 months from the date of completion of entire work, whichever is later. In addition to above, 05 years Corporate Guarantee shall be given by successful bidder, typed in Rs.100 stamp paper for a value equivalent to 10% contract value excluding GST. Corporate guarantee starts from date of expiring of normal guarantee period as mentioned earlier, for a period of 05 years. The same shall be submitted before expiring of CPBG of normal guarantee period. CPBG will be returned only after receipt of Manufacturer corporate guarantee certificate for a period of 05 years. Normal guarantee period shall commence from the date of completion of work in all respect. The last Protocol date with BHEL/ NPCIL is taken as commencement date of Guarantee Period. During the Corporate Guarantee period any Coating damage occurs, shall be rectified / re-coated at free of cost to the satisfaction of Customer NPCIL.

**IMPORTANT NOTE : ALL POINTS OF TECHNICAL CONDITION OF CONTRACTS IS TO BE COMPLIED, FAILING WHICH YOUR OFFER IS LIABLE TO BE REJECTED.**

#### 2.11 *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.

#### 2.12 *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 25% of total value.

#### 2.13 *Scope of Supply*

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

#### 2.14 *Forms of EMD and PBG:*

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

BHARAT HEAVY ELECTRICALS LIMITED

payable at

STATE BANK OF INDIA SAIDAPET

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

#### 2.15 *Forms of EMD and PBG:*

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

BHARAT HEAVY ELECTRICALS LIMITED

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

#### 2.16 *Forms of EMD and PBG:*

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

BHARAT HEAVY ELECTRICALS LIMITED

Account No.

10610819499

IFSC Code

SBIN0000912

Bank Name

STATE BANK OF INDIA

Branch address

SAIDAPET

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

**2.17 Generic**

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

**2.18 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.

**2.19 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.

**2.20 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.

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.