

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687722991016

अनुबंध तिथि | Generated Date : 30-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4461316](#)

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्ररूप   Type : Central PSU मंत्रालय   Ministry : Ministry of Chemicals and Fertilizers विभाग   Department : Department of Fertilizers संगठन का नाम   Organisation Name : Rashtriya Chemicals and Fertilizers Limited (RCF) कार्यालय क्षेत्र   Office Zone: Thal	पद   Designation : Manager Materials Purchase संपर्क नंबर   Contact No. : 02141-238580-2187 ईमेल आईडी   Email ID : buyer6.cmft.raigad@gembuyer.in जीएसटीआईएन   GSTIN : 27AAACR2831H1ZK पता   Address : 1st Floor, Administrative Building, RCF Ltd Thal, Alibag, RAIGARH(MH), MAHARASHTRA-402208, 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: ED Thal वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval: ED Thal	Role: PAO भुगतान का तरीका   Payment Mode: Internet Banking पद   Designation : OFFICERFINANCE04 ईमेल आईडी   Email ID : pao31.rcflr.mh@gembuyer.in जीएसटीआईएन   GSTIN : 27AAACR2831H1ZK पता   Address: 1st Floor, Administrative Building, RCF Ltd Thal, Alibag, Raigad, MAHARASHTRA-402208, India

विक्रेता विवरण   Seller Details
जेम विक्रेता आईडी   GeM Seller ID : A993180000628008 कंपनी का नाम   Company Name : HEETU CHEMICALS AND ALKALIES LIMITED संपर्क नंबर   Contact No. : 09322214853 ईमेल आईडी   Email ID : sales@heetu.co.in पता   Address : E-8, COMMERCE CENTRE, TARDEO ROAD, TARDEO, MUMBAI, MAHARASHTRA-400034, - एमआईआई स्थिति   MII Status : True एमएसएमई सत्यापित   MSME verified : No एमएसएमई पंजीकरण संख्या   MSME Registration number : - जीएसटीआईएन   GSTIN: 27AAACH1535Q1ZC

\*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 : Unbranded 99.5 Chlorine Tonner in Cylinder 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 : Chlorine Tonner as per IS 646 (Q3) मॉडल   Model: Chlorine is a yellow-green gas एचएसएन कोड   HSN Code: 28011000	91,800	kilogram	12.6	जीएसटी   GST (18%) : 176,442.712 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 GST1 (100%) : 176,442.712 जीएसटी उपकर पर आईटीसी 1   ITC on GST Cess 1 (100%) : 0 जीएसटी उपकर पर आईटीसी 2   ITC on GST Cess 2 (100%) : 0	1,156,680
कुल ऑर्डर मूल्य   Total Order Value (in INR)						1,156,680

परेषिती विवरण   Consignee Detail						
क्र.सं.   S.No	परेषिती   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
	पद   Designation : -					

1	ईमेल आईडी   Email ID : con60.rcflr.mh@gembuyer.in संपर्क   Contact : 02141-238580-2611 जीएसटीआईएन   GSTIN : 27AAACR2831H1ZK पता   Address : STORES, RCF Ltd Thal, Alibag, District Raigad, RAIGARH(MH), MAHARASHTRA-402208, India	Unbranded 99.5 Chlorine Tonner in Cylinder	-	91,800	30-Mar-2024	30-Mar-2025
Product Specification for Unbranded 99.5 Chlorine Tonner in Cylinder						
विनिर्देश   Specification	उप-विनिर्देश   Sub-Spec			मूल्य   Value		
Standard	Conforming to IS-646 (1986)			Yes		
Components	Physical state			liquified compressed gas		
	Appearance			Greenish Yellow		
	Residue on evaporation			shall leave no residue when evaporated on clean white tile.		
	Moisture,max.			150		
	Chlorine content v/v: min.			99.5		
Physical Properties	Packaging Type			Cylinder		
Packaging guidelines	Packaging container supply norms			Refill and returned to supplier		
	Packaging Container Norms			Suitable with Chemical Grade		
Test Reports & Certifications	Manufacturers test certificate/fitness certificate.			Yes		
	Test certificates issued from Lloyds Register Asia.			Yes		
	Hydraulic test certificates.			Yes		
	MSDS Certificate Supplied with material			Yes		
	Test Report To Be Submitted To The Buyer On Demand			Yes		
	Test certificate issued from Chief Controller of Explosives, Nagpur.			Yes		
	Availability of Test Report from Central Govt/NABL/ILAC accredited lab to prove conformity to specification			Yes		
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.						
खरीदार परिभाषित अतिरिक्त विशिष्टता के लिए   Buyer Defined Additional Specification for Unbranded 99.5 Chlorine Tonner in Cylinder						
विनिर्देश   Specification				मूल्य   Value		
Moisture				0.01% max		
Residue on evaporation				0.02% max		
शुद्धिपत्र   Corrigendum						
1. तक बढ़ाया गया   Extended Upto : 2024-02-05 11:00:00						
2. तक बढ़ाया गया   Extended Upto : 2024-02-08 11:00:00						
ईपीबीजी विवरण   ePBG Detail						
सलाहकार बैंक   Advisory Bank :				State Bank of India		
ईपीबीजी प्रतिशत (%)   ePBG Percentage(%):				10.00		
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						
1. 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.						
2. 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.						
3. 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.						
4. 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.						
5. 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 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

## Tender AU-80134 for supply of Liquid Chlorine

**EARNEST MONEY DEPOSIT (EMD)** for Rs. 35,000 /- is to be deposited as per following instructions, EMD other than ONLINE deposit shall not be considered:

**ONLINE DEPOSIT:** EMD to be deposited online in Rashtriya Chemicals and fertilizers Ltd (RCF's) account through payment gateway available on our website at: [www.rcfild.com](http://www.rcfild.com) under 'Portals' à 'EMD Payment' ("[Click here](#)" for EMD payment). Submit the acknowledgement/receipt of online EMD Payment along with your offer.

If exempted from submission of EMD, then upload a valid certificate issued by 'National Small Scale Industries Corporation (NSIC)/ MSME certificate.

**Please note EMD shall not be accepted after bid submission due date and may lead to rejection of your offer.**

## Pre-Qualification Criteria:

### A. EXPERIENCE CRITERIA:

Bidder should have supplied Similar items i.e. Liquid Chlorine in last 7 years ending last day

of month previous to the one in which applications are invited. PO copies to support the same should be submitted along with the offer.

### B. FINANCIAL CRITERIA:

- i. CA certified Turnover during last three financial years 2020-21, 2021-22 & 2022-23 (Required minimum Avg. turnover of Rs. 10.50 lakh). **The Turnover should be issued by practicing CA with Members hip Number ,seal and signed with UDIN**

In case the date of constitution / incorporation of the bidder is less than 3 years old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account. In this case, the financial turnover during last financial year / the average financial turnover during preceding two financial years should be at least Rs. 10.50 lakh

- ii. Relaxation in Experience criteria for eligible MSEs/ STARTUPS

1. For MSEs- Relaxation of 25% in Annual financial turnover shall be provided to the qualifying MSEs.

2. For Startups - No Prequalification criteria except for criteria defined by Government of India for definition as Start Up like certificate from DIPP, Maximum years from incorporation and turnover criteria. Vendor shall be start up for item under procurement and maximum 10% additional qty. to be awarded to them

- C. **MAKE IN INDIA CLAUSE:** As per revision dt 16.09.2021 of 'Public Procurement policy 2017', Non-local suppliers cannot participate in tenders having estimates less than Rs. 200 crores. Offers of Class-I and Class-II Local suppliers as per Make in India policy can only be considered for evaluation and award of contract.

## Security Deposit:

The supplier receiving the LoA is required to furnish the required performance security, in the prescribed form by the specified date; failing this necessary action including forfeiture of EMD will be taken against the supplier

Supplier shall submit the security deposit for 10% of the order value (basic contract value without taxes) within 15 days of the P.O. date in the form of DD or bank guarantee as per R.C.F. format from R.C.F. approved banker valid for a period of delivery period plus 60 days for claim period. Or Performance security may be furnished in the form of Insurance Surety Bond, account payee demand draft, fixed deposit receipt from a commercial bank, bank guarantee issued/confirmed from any of the commercial bank in India, or

online payment in an acceptable form. If the supplier / contractor fails to submit the performance security as indicated above, Performance

e Security will be deducted from running bills

The performance security will be forfeited and credited to the procuring entity's account in the event of a breach of contract by the contractor. It shall be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 90(ninety) days of completion of all such obligations including the warranty under the contract.

Bank guarantee to be addressed and submitted to: Chief Manager Finance, RCF Thal Unit, Alibag, Raigad 402208

Technical Conditions:

1	Contract Period shall be one year. Delivery shall be done in staggered basis as per RCFs requirement.
2	Delivery shall be done within 07 days of intimation
3	Party shall submit MSDS, tonner hydro test certificate and material test certificate from government approved lab for each batch.
4	Quantity tolerance +/-25% please refer Option clause (pt 3).

Documents to be submitted along with offer:

1. EMD Payment details
2. PO copies as per above mentioned criteria
3. CA certified Turnover proofs of last three financial years mentioning UDIN
4. Make in India declaration as per Make in India Policy mentioning % of local content and place of value addition (for getting MII purchase preference the declaration shall be given by OEM along with/ mentioning authorization letter)

Additional Information:

1. The rates quoted shall be inclusive of all taxes, duties, freight, Insurance and any other statutory charges.
2. Any communication shall be done to mail ID [gshaha@rcfltd.com](mailto:gshaha@rcfltd.com)/ [gnwarudkar@rcfltd.com](mailto:gnwarudkar@rcfltd.com)

Please note EMD shall not be accepted after bid submission due date and may lead to rejection of your offer.

NOTE: Please note that any blank field (un-marked) in the preceding confirmation box will be treated as 'Agreed' only.

NO.	DESCRIPTION	BIDDER CONFIRMATION (Please put ✓ in front of your confirmation)
1	Pl. ensure following (Documents are submitted along with bid document)	
1.1	EMD as per Bid Document	<input type="checkbox"/> SUBMITTED
1.2	PO Copy as per PQC	<input type="checkbox"/> SUBMITTED
1.3	Turnover Certificate as per PQC	<input type="checkbox"/> SUBMITTED
1.4	Make in India declaration as per Make In India Policy mentioning % of local content and place of value addition	<input type="checkbox"/> SUBMITTED
2	Pl. make sure that quoted rates are inclusive of all taxes (i.e. GST, Freight, Packing and forwarding and Insurance , statutory charges etc i.e. Delivered Price to RCF Thal Stores)	<input type="checkbox"/> Confirmed
3	Please note that RCF will not accept any deviation in payment term	<input type="checkbox"/> Noted
4	MUTUALLY AGREED DAMAGES CLAUSE FOR LATE DELIVERY @ 0.5% PER WEEK OR PART THEREOF SUBJECT TO MAXIMUM OF 10% OF TOTAL P.O./CONTRACT VALUE.	<input type="checkbox"/> Noted
5	FIRM PRICE: PRICE SHALL REMAIN FIRM THROUGH OUT CONTRACT PERIOD.	<input type="checkbox"/> Noted
SIGNATURE WITH STAMP		

Buyer uploaded ATC document [Click here to view the file.](#)

**2.3 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.

**2.4 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**

For hazardous chemical/item, all precautionary measure as per regulation from the point of transportation/ handling/ storage/ safety/ health/ environment to be undertaken/ specified before dispatch. During dispatch, proper symbol for the hazard/ MSDS/ Batch No./ date of manufacturing/ Gross Weight/ Net Weight/ shelf Life etc are to be written/ printed/ pasted on the body of the packing.

**2.7 Generic**

Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

**2.8 Generic**

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

**2.9 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.

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.