

## Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687755510249

Generated Date | अनुबंध तिथि: 09-Jan-2024

Bid/RA/PBP No. | बोली/आरए/पीबीपी संख्या: [GEM/2023/B/3791136](https://GEM/2023/B/3791136)

Organisation Details   संगठन विवरण		Buyer Details   खरीदार विवरण	
Type   प्रकृत्या :	Central PSU	Designation   पद :	BUYER 10
Ministry   मंत्रालय :	Ministry of Chemicals and Fertilizers	Contact No.   संपर्क नंबर :	022-25522408-
Department   विभाग :	Department of Fertilizers	Email ID   ईमेल आईडी :	con10.rcflr.mh@gembuyer.in
Organisation Name   संगठन का नाम :	Rashtriya Chemicals and Fertilizers Limited (RCF)	GSTIN   जीएसटीआईएन :	27AACR2831H1ZK
Office Zone   कार्यालय क्षेत्र:	Trombay Unit	Address   पता :	CHIEF MANAGER STORES MAHUL ROAD RCF GATE NO 2 CHEMBUR MUMBAI, MUMBAI, MAHARASHTRA-400074, India

Financial Approval Detail   वित्तीय स्वीकृति विवरण		Paying Authority Details   भुगतान प्राधिकरण विवरण	
IFD Concurrence   आईएफडी सहमति:	No	Role:	PAO
Designation of Administrative Approval   प्रशासनिक अनुमोदन का पदनाम:	GM (COMPLEX & MAINTENENACE)	Payment Mode	Offline
Designation of Financial Approval   वित्तीय अनुमोदन का पदनाम:	CM (F)	भुगतान का तरीका:	
		Designation   पद :	officer payment
		Email ID   ईमेल आईडी :	pao1.cmft.mh@gembuyer.in
		GSTIN   जीएसटीआईएन :	-
		Address   पता:	PRIYADARSHINI NEAR EASTERN EXPRESS HIGHWAY CHEMBUR MUMBAI, Mumbai - City, MAHARASHTRA-400074, India

Seller Details   विक्रेता विवरण	
GeM Seller ID   जेम विक्रेता आईडी :	AP7X220005363314
Company Name   कंपनी का नाम :	AVERY INDIA LTD
Contact No.   संपर्क नंबर :	09871960101
Email ID   ईमेल आईडी :	bsandooya@awtx-itw.com
Address   पता :	PLOT NO 50 to 59, AVERY INDIA LIMITED,,SECTOR 25,,BALLABGARH,Faridabad,, Faridabad, HARYANA-121004, -
MSME Registration number   एमएसएमई पंजीकरण संख्या :	-
GSTIN   जीएसटीआईएन:	06AACCA4694B1ZY

\*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 : WEIGHT INDICATOR Brand   ब्रांड : Avery ZM305 Brand Type   ब्रांड प्रकार : Unbranded Catalogue Status   कैटलॉग की स्थिति: Catalogue not verified by OEM Selling As   किसे बेचा जा रहा है : Reseller not verified by OEM Category Name & Quadrant   श्रेणी का नाम और चतुर्थांश : WEIGHT INDICATOR (Q3) Model   मॉडल: ZM305 HSN Code   एचएसएन कोड: HSN not specified by seller	5	pieces	95,580	GST   जीएसटी (18%) : 72,900 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%) : 72,900 ITC on GST Cess 1   जीएसटी उपकर पर आईटीसी 1 (0%) : 0 ITC on GST Cess 2   जीएसटी उपकर पर आईटीसी 2 (0%) : 0	477,900

Total Order Value | कुल ऑर्डर मूल्य (in INR) 477,900

Consignee Detail | परेजिती विवरण

S.No   क्र.सं.	Consignee   परेजिती	Item   वस्तु	Lot No.   लॉट नंबर	Quantity   मात्रा	Delivery Start After   दिनांक के बाद डिलीवरी शुरू करना है	Delivery To Be Completed By   वितरण पूरा कब तक करना है
	Designation   पद : -					

1	Email ID   ईमेल आईडी : con11.rcflr.mh@gembuyer.in Contact   संपर्क : 022-25522339- GSTIN   जीएसटीआईएन : - Address   पता : CHIEF MANAGER STORES MAHUL ROAD RCF GATE NO 2 CHEMBUR MUMBAI, MUMBAI, MAHARASHTRA-400074, India	WEIGHT INDICATOR	-	5	09-Jan-2024	02-Apr-2024
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#### Product Specification for WEIGHT INDICATOR

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

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

1. <a href="#">SpecificationDocument1</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/63/34/660/CatalogAttrs/SpecificationDocument/2023/4/5/2023_04_05_12_19_41_zm-305_2023-04-05-12-19-48_98847d867f74a4890969159cca3ea3ff.pdf
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#### Buyer Specification Document | खरीदार विशेषता दस्तावेज़ :

1. <a href="#">SpecificationDocument</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/1989754/54/78/703/CatalogAttrs/SpecificationDocument/2023/8/5/technical_catalogue_2023-08-05-11-43-41_efea16b09afa57c9d3fbe6a9fba1bbc4.pdf
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#### Corrigendum | शुद्धिपत्र

1. Extended Upto | तक बढ़ाया गया : 2023-08-28 17:00:00

#### 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 scope. Seller will invoice Zero GST and GST cess in the invoice to buyer.

#### Terms and Conditions | नियम और शर्तें

##### 1. General Terms and Conditions-

- This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 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

This tender is issued for proprietary procurement of Digitizer for Avery Weighbridge from M/s Avery India Ltd. or its authorized partners/dealers. In case any other bidders participate, other than proprietary bidder, the bid shall be considered as unsolicited and rejected.

In case any vendor interested in quoting for future tenders can submit their offer details and credentials on email as follows:-

1) [mohit.mathur@rcftd.com](mailto:mohit.mathur@rcftd.com) 2) [vpjoshi@rcftd.com](mailto:vpjoshi@rcftd.com)

PO for procurement of item is to be placed through GeM portal only. Proprietary bidder has to necessarily accept the GeM PO issued by RCF, in GeM portal itself. The necessary transaction charges for acceptance of GeM PO should be paid by the bidder directly to GeM.

Kindly note that payment will be released as per GEM after receipt of material at RCF stores subject to acceptance of material at RCF stores.

Documents to be attached at following packets:

1. Additional Doc 1 –Bidder must submit duly filled, signed and stamped copy of buyer specification document along with offer.

2. Additional Doc 2 –

Submit signed and stamped copy of the GEM bid as a token of unconditional acceptance of all the terms and conditions as per the GEM Bid.

3. Additional Doc 3 –

Bidder shall submit completely filled, signed and stamped copy of the following documents attached at Buyer added Bid specific ATC.

- a. Tender Authorisation Form
- b. Vendor Updation Form
- c. Tax Compliance Measures
- d. Disciplinary Measures
- e. Trade Receivables e-Discounting System (TReDS)
- f. Land border Declaration

Notes for the bidder:

1. Delivery: Delivery of material shall be 84 days from the date of PO placement.

2. Unloading of Material: Unloading of material in Bidders scope.

3. Guarantee/Warranty: Bidder shall provide warranty of material for a period of 12 months from the date of installation or 18 months from the date of supply, whichever is earlier.

4. Payment Terms:-100% payment shall be released after 10 days of CRAC.

5. Bidder in compliance to notification no. F.No. 6/18/2019-PPD dated 23.07.2020 for Land Boarder as mentioned at Annexure-XII of Buyer added Bid specific ATC, should submit self-declaration or a copy of registration certificate from competent authority as per NIT annexure clause/order.

(Note: Any bidder from a country which shares a land border with India shall be eligible to bid only if the bidder is registered with Competent Authority as specified in Annexure of the NIT. A Copy of Registration Certificate in respect of this shall be furnished along with bid, failing which the bid shall be rejected.)

6. Disputes and Arbitration Clause:

a. Arbitration in case of Domestic vendor

In case of any dispute, difference, or question which may at any time arise between the parties hereto or any person claiming under them, touching or arising out of or in respect of this agreement or the subject matter thereof shall be referred to the arbitration. Both the parties shall appoint the sole arbitrator with mutual agreement in line with the Arbitration and Conciliation Act, 1996. The provisions of the Arbitration and Conciliation Act, 1996 and as amended from time to time shall apply to the proceedings conducted under the arbitration. In case the party (parties) fail to appoint the sole arbitrator within 30 days from the date of request, the requesting party may approach the Court of Competent jurisdiction to appoint an Arbitrator.

The decision of such arbitrator shall be final and binding on the parties. The venue of Arbitration shall be at Mumbai. The language of the Arbitration shall be English.

b. Arbitration in case of foreign vendor

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The seat of the arbitration shall be Singapore. The Tribunal shall consist of Sole arbitrator. The language of the arbitration shall be English.

c. Arbitration in case of PSU/Govt vendor

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

#### 2.2 Buyer Added Bid Specific ATC:

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

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 जैशे के लिए मान्य नहीं है।