

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687732479047

अनुबंध तिथि | Generated Date : 20-Feb-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/3716764](#)

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्ररूप   Type : Central PSU मंत्रालय   Ministry : Ministry of Steel विभाग   Department : Steel Authority of India Limited संगठन का नाम   Organisation Name : Bokaro Steel Plant कार्यालय क्षेत्र   Office Zone : BSLP61	पद   Designation : Associate संपर्क नंबर   Contact No. : -9771974586 ईमेल आईडी   Email ID : buyer7.bsp.jh@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address : mjunction office, Administrative Building, Bokaro Steel Plant, Bokaro Steel City., BOKARO, JHARKHAND-827001, 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 : CGM(MM) वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : CGM(MM)	भुगतान का तरीका   Role : PAO भुगतान का तरीका   Payment Mode : Offline पद   Designation : Assistant Manager ईमेल आईडी   Email ID : pao1.sail.bokaro@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address : DGM(Stores), Stores Department, Steel Gate, Gate No.-9, Bokaro Steel Plant, Bokaro Steel City-827001, Jharkhand, Bokaro, JHARKHAND-827001, India

विक्रेता विवरण   Seller Details	
जेम विक्रेता आईडी   GeM Seller ID :	0D08190000873862
कंपनी का नाम   Company Name :	BOYD SMITHS PVT LTD
संपर्क नंबर   Contact No. :	09830015912
ईमेल आईडी   Email ID :	boydexports@gmail.com
पता   Address :	B-3/5 Gillander House, Gillander House, B 3/5 Gillander House , 8 Netaji Subhas Road, Netaji Subhas Road, KOLKATA, West Bengal-700001, -
एमआईआई स्थिति   MII Status :	True
एमएसएमई सत्यापित   MSME verified :	Yes
एमएसएमई पंजीकरण संख्या   MSME Registration number :	UDYAM-WB-10-0005883
एमएसएमई सामाजिक श्रेणी   MSE Social Category :	General
एमएसएमई लिंग श्रेणी   MSE Gender :	Male
जीएसटीआईएन   GSTIN:	19AABC1340E1Z8

\* 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 : SCISSORS LIFT ब्रांड   Brand : BOYD ब्रांड प्रकार   Brand Type : Registered Brand 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 : SCISSORS LIFT (Q3) मॉडल   Model: SSL0508 एचएसएन कोड   HSN Code: 84289090	1	pieces	466,100	जीएसटी   GST (18%) : 71,100 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 (100%) : 71,100 जीएसटी उपकर पर आईटीसी 1   ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2   ITC on GST Cess 2 (0%) : 0	466,100
कुल ऑर्डर मूल्य   Total Order Value (in INR)						466,100

परोक्षी विवरण   Consignee Detail					
क्र.सं.   S.No	परोक्षी   Consignee	वस्तु   Item	लॉट नंबर   Lot No.	मात्रा   Quantity	दिनांक के बाद डिलीवरी शुरू करना है   वितरण पूरा कब तक करना है   Delivery To Be

					Delivery Start After	Completed By
1	<p>पद   Designation :- ईमेल आईडी   Email ID : hod7.sail.bokaro@gembuyer.in संपर्क   Contact : 091-89868731-72 जीएसटीआईएन   GSTIN :- पता   Address : DGM(Stores), Stores Department, Steel Gate, Gate No.-9, Bokaro Steel Plant, Bokaro Steel City-827001, Jharkhand, BOKARO, JHARKHAND-827001, India</p>	SCISSORS LIFT	-	1	20-Feb-2024	19-Jun-2024

### Product Specification for SCISSORS LIFT

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/18/85/076/CatalogAttrs/SpecificationDocument/2023/9/12/2023_09_12_11_52_21_catalogue_of_mobile_scissor_lif_2023-09-12-11-52-24_331bab12bf38 ea0798532971e1c4a300.pdf</p>
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### खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

1. <a href="#">SpecificationDocument</a>	<p>mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/6950423/54/78/703/CatalogAttrs/SpecificationDocument/2023/7/19/1010071365_2023-07-19-18-57-10_bf97b6dfc2b588ab217d9f3dba0d38b4.pdf</p>
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### ईपीबीजी विवरण | ePBG Detail

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

### 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

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 %.

##### 2.2 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.

##### 2.3 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

##### 2.4 Generic

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

##### 2.5 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.

**2.6 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.

**2.7 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.

**2.8 Scope of Supply:**

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

**2.9 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):

WAIVED

Post Receipt Inspection at consignee site before acceptance of stores:

AT BSL STORES

**2.10 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.

**2.11 Buyer Added Bid Specific ATC:**

Buyer Added text based ATC clauses

**A. TECHNICAL SPECIFICATION AND QUANTITY :**

Item No	Material No	Item	Qty(EA)
1	60311401000034	SCISSORS LIFT	01

The item wise detailed specification are as follows:-

**SCISSORS LIFT MOUNTED ON 04 WHEELS, TROLLEY PLATFORM WITH RAILING. THE EQUIPMENT SHALL HAVE THE FOLLOWING SPECIFICATIONS WITH LIFTING CAPACITY OF AT LEAST 250 KG.**

- 1. TYPE - DOUBLE SCISSOR, MOTOR OPERATED HYDRAULIC, MOBILE VERSION**
- 2. PLAT FORM SIZE - AROUND 1.5MTR X 2MTR.**
- 3. LIFTING HEIGHT - 20 TO 25 FEET**
- 4. CLOSED HEIGHT - ABOUT 5FT**

**B. ELIGIBILITY CRITERIA:**

1.1 Only indigenous manufacturer are eligible to quote. The tenderer shall submit ISO certificate/Certificate from Govt./Govt. authorized agency to show that bidder is the manufacturer of "Scissors Lift".

1.2 The tenderer shall have enough experience in supply Scissors Lift to any of the Govt. Organization/PSU/ Public Limited company/Joint venture company, where at least one partner is Govt. organization during last 07 years from bid invitation date.

1.3. In support of successful completion of purchase orders mentioned and submitted by the tenderers as required in part -1, they shall submit performance certificate from the purchaser or submit a self-attested declaration that the item's supplied against above purchase order has no adverse report from the purchaser as on bid submission date and above purchase order is a regular order, not a trial order.

1.4. In case, the supply is affected indirectly, then the tenderer has to submit relevant documents to establish that the end user of the item supplied and commissioned against the above purchase order is amongst the four types of organization above.

2.1 To assess financial capability the tenderer shall submit audited annual balance sheet for any consecutive three of last four years from the bid invitation date. Average annual financial turnover of the tenderer for any consecutive three of last four years, from the bid invitation date shall be equal to or more than Rs. 3,45,000 (Rupees Three lakhs forty five only).

2.2 Provision for the firm who has started business since last two years:

Case1: Turnover is in increasing trend then Average of the two turnover values must be equal to or more than Rs. 3,45,000 (Rupees Three lakhs forty five only).

Case 2: Turnover is in decreasing trend then Lower of the two turnover values must be equal to or more than Rs. 3,45,000 (Rupees Three lakhs forty five only).

2.3 Provision for the firm who has started Business since last one year only. 50% of the turnover value must be equal to or more than Rs. 3,45,000 (Rupees Three lakhs forty five only).

3. The tenderer is required to submit self-attested photocopies of documents in support of their eligibility and experience along with the techno commercial bid. In addition, bidder shall submit an affidavit in enclosed format (Annexure-A) declaring that the documents submitted by them are genuine.

4. BSL reserves the right to call for original documents for verification at any time during tendering, evaluation and/or the execution of the contract. In case of any documents / information submitted by bidder (s) found to be false or containing any misrepresentation of having any fraudulent declaration in it, then in such case eventuality, legal action (Inclu

ANNEXURE - A

**AFFIDAVIT**

(To be executed on non-judicial stamp paper)

I \_\_\_\_\_ son/daughter of Sri \_\_\_\_\_ Aged \_\_\_\_\_ years, Resident of \_\_\_\_\_, PS \_\_\_\_\_  
District \_\_\_\_\_ State \_\_\_\_\_ do solemnly affirm that:

I am \_\_\_\_\_ (designation/authority) in M/s \_\_\_\_\_ (Name of firm/company)

(i) I confirm that all documents submitted against RFQ No. \_\_\_\_\_ dt. \_\_\_\_\_ in support of eligibility criteria are genuine.

(ii) I undertake to produce all documents in original for verification as and when asked for the same by BSL.

Solemnly affirmed and declared before me by the Deponent(s) who is/are identified by _____	The declarations made herein above are true to the best of our knowledge, information and belief . Signed at _____ on _____ Deponent(s)
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**C. INSPECTION: 0032**

**STAGE INSPECTION::**

**WAIVED**

**PREDISPATCH INSPECTION (INDIGENOUS):**

**WAIVED**

**PREDISPATCH INSPECTION (IMPORT):**

**WAIVED**

**FINAL RECEIPT INSPECTION:**

**RECEIPT INSPECTION**

**1. VISUAL INSPECTION**

**2. VERIFICATION OF DOCS**

**3. CHECKING WITH PO SPEC.**

**QAP & DOCUMENTS TO BE SUBMITTED:**

**Documents to be Submitted:**

**MATERIAL TEST CERTIFICATE.**

**Note:**

**BSL RESERVES THE RIGHT TO GET THE MATERIAL TESTED AFTER RECEIPT.**

**INSPECTION TEXT:**

**1. BSL RESERVES THE RIGHT TO CONDUCT INSPECTION AT ANY STAGE PRIOR TO DESPATCH OR AFTER RECEIPT INCLUDING TESTING OF MATERIALS IRRESPECTIVE OF INSPECTION CLAUSE GIVEN IN THE PO.**

**2. ALL TEST REPORTS / DOCUMENTS MENTIONED IN PO HAVE TO BE SUBMITTED IN ADDITION TO THE DOCUMENTS MENTIONED IN INSPECTION PLAN ALONG WITH THE MATERIAL OR WHENEVER ASKED FOR.**

**3. CLEAR, VISIBLE IDENTIFICATION MARK (IM) OF THE SUPPLIER / MANUFACTURER HAS TO BE GIVEN ON THE MATERIAL AND IT HAS TO BE ENCIRCLED, FAILING WHICH THE MATERIAL MAY BE REJECTED. THE DETAILS OF THE "IM" <(>&<)> ITS LOCATION ON THE MATERIAL HAS TO BE CLEARLY MENTIONED IN THE INVOICE / CHALLAN / PACKING LIST.**

**KINDLY SUBMIT THE FOLLOWING DOCUMENTS ALONG WITH BID**

- (1) NON COLLUSIVE TENDERING CERTIFICATE AS PER FORMAT ATTACHED IN YOUR LETTER HEAD.
- (2) UNDERTAKING IN THE FORMAT ATTACHED ALONG WITH THE TENDER DOCUMENT
- (3) SELF CERTIFICATE UNDER PREFERENCE TO "MAKE IN INDIA" POLICY INDICATING WHETHER YOU ARE CLASS-I LOCAL SUPPLIER / CLASS-II LOCAL SUPPLIER, PERCENTAGE OF LOCAL CONTENT FOR THE ITEM AND LOCATIONS AT WHICH THE LOCAL VALUE ADDITION IS MADE.
- (4) BID SECURING DECLARATION AS PER FORMAT ATTACHED.
- (5) GST REGISTRATION CERTIFICATE OF YOUR FIRM.
- (6) PAN OF YOUR FIRM.
- (7) UDYOG AADHAR / UDYAM REGISTRATION CERTIFICATE.
- (8) IN CASE OF DEALER OR AUTHORIZED DISTRIBUTORS, GEM BID SPECIFIC OEM AUTHORIZATION CERTIFICATE TO BE SUBMITTED.

KINDLY CONFIRM THE FOLLOWING TERMS & CONDITIONS;

(A) TERMS OF DELIVERY - FOR BSL STORE.

(B) PAYMENT TERMS - 100% AGAINST GRN

(C) PRICE TERM - FIXED

(D) TAXES - PLEASE INDICATE CLEARLY YOUR TAXES AS APPLICABLE IN GST.

(E) QUANTITY - AS PER RFQ

(F) KINDLY CONFIRM YOUR ACCEPTANCE OF TECHNICAL SPECIFICATION OF OUR BID WITHOUT ANY DEVIATION.

(G) DELIVERY SCHEDULE - FULL ORDERED QUANTITY SHOULD BE SUPPLIED TO BSL STORES WITHIN 120 DAYS AFTER PO PLACEMENT.

F. ANTI BRIBERY CLAUSE : By participating in this tender, the Suppliers / Vendors / Contractors are deemed to have undertaken that they shall not give or take, any financial or non-financial bribe, to or from anyone during the tender or during the execution of the contract thereafter and if they notice any such incident happening, they shall report it to SAIL Vigilance.

2.12 Buyer Added Bid Specific ATC:

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

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.