

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687784182876

अनुबंध तिथि | Generated Date : 19-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4370618](#)

अनुसूची नाम | Schedule Name: Schedule 2, Schedule 1

संगठन विवरण Organisation Details		खरीदार विवरण Buyer Details				
प्ररूप Type :	Central PSU	पद Designation :	ASST MANAGER MM ELEC			
मंत्रालय Ministry :	Ministry of Steel	संपर्क नंबर Contact No. :	-			
विभाग Department :	Rashtriya Ispat Nigam Limited	ईमेल आईडी Email ID :	buyer22.rinl.vskp@gembuyer.in			
संगठन का नाम Organisation Name :	Rashtriya Ispat Nigam Limited	जीएसटीआईएन GSTIN :	37AABCR0435L1ZD			
कार्यालय क्षेत्र Office Zone:	VISAKHAPATNAM STEEL PLANT	पता Address :	ADMINISTRATIVE BUILDING, VISAKHAPATNAM STEEL PLANT, VISAKHAPATNAM, ANDHRA PRADESH-530031, India			
वित्तीय स्वीकृति विवरण Financial Approval Detail		भुगतान प्राधिकरण विवरण Paying Authority Details				
आईएफडी सहमति IFD Concurrence :	No	Role:	PAO			
प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval:	E-3	भुगतान का तरीका Payment Mode:	Offline			
वित्तीय अनुमोदन का पदनाम Designation of Financial Approval :	E-3	पद Designation :	USERFINACC			
		ईमेल आईडी Email ID :	pao10.rinl.ap@gembuyer.in			
		जीएसटीआईएन GSTIN :	-			
		पता Address:	ADMINISTRATIVE BUILDING, VISAKHAPATNAM STEEL PLANT, Visakhapatnam, ANDHRA PRADESH-530031, India			
विक्रेता विवरण Seller Details						
जेम विक्रेता आईडी GeM Seller ID :	JGAP210003381838					
कंपनी का नाम Company Name :	EMPRESS UDYOG PRIVATE LIMITED					
संपर्क नंबर Contact No. :	09007090002					
ईमेल आईडी Email ID :	EMPRESSGEM2022@GMAIL.COM					
पता Address :	70A, D.P.,Jagrata Pally,Nagar,Village/Town:- Kolkata, City:- Kolkata, KOLKOTA, WEST BENGAL-700056, India					
एमएसएमई पंजीकरण संख्या MSME Registration number :	UDYAM-WB-10-0022656					
एमएसई सामाजिक श्रेणी MSE Social Category :	General					
एमएसई लिंग श्रेणी MSE Gender :	Female					
जीएसटीआईएन GSTIN:	19AAGCE4655A1ZS					
*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा GST / Tax invoice to be raised in the name of - Buyer						
वितरण निर्देश Delivery Instructions : Inspection- Pre Dispatch Inspection at Supplier premises.						
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 : FIXED SHEAR BLADE (Q3) ब्रांड Brand : EMPRESS 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 : FIXED SHEAR BLADE (Q3) (Q3) मॉडल Model: FIXED SHEAR BLADE (Q3) एचएसएन कोड HSN Code: HSN not specified by seller	150	pieces	911	NA	136,650
2	उत्पाद का नाम Product Name : MOVABLE SHEAR BLADE (Q3) ब्रांड Brand : EMPRESS 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 : MOVABLE SHEAR BLADE (Q3) (Q3) मॉडल Model: MOVABLE SHEAR BLADE (Q3) एचएसएन कोड HSN Code: HSN not specified by seller	300	pieces	534	NA	160,200
कुल ऑर्डर मूल्य Total Order Value (in INR)						296,850
परेषिती विवरण Consignee Detail						
						वितरण पूरा कब

- 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 *Scope of Supply*:
Scope of supply (Bid price to include all cost components) : Only supply of Goods
- 2.3 *Buyer Added Bid Specific ATC*:
Buyer Added text based ATC clauses

ATC (ADDITIONAL TERMS & CONDITIONS)

OFFERS FROM BIDDERS WHO ARE UNDER HOLD IN MATERIAL SUB GRP 01021 OR CENTRALLY BLOCKED WITH VSP WILL BE REJECTED.

1. BIDDERS ARE REQUESTED TO READ THE BID DOCUMENT CAREFULLY BEFORE SUBMISSION OF THE BID.

- a. **Submit duly signed and stamped technical specification document confirming acceptance failing which your offer will be rejected.**
- b. **Submit duly signed and stamped Bid document on all pages, confirming acceptance.**
- c. **Bidder to specify Make/Model and upload Technical catalogue/brochures etc wherever applicable in the offer. Supply of other than offered make/model will be summarily rejected.**
- d. **RINL will not take into cognizance any contradiction w.r.t the offer given by bidder or agreed to during technical evaluation, vis-à-vis contents of catalogue/ document(s) made available by the bidder elsewhere in the GeM portal (outside the Bid/tender under consideration). Bidder will be required to abide by their offer/ terms agreed to during the technical evaluation.**
- e. **Inspection & Acceptance of goods shall be as per the offer and agreed parameters during technical clarifications/evaluation.**

2. Packing : The Contractor shall be responsible for the Stores being properly packed for transport by Road so as to ensure their being free from loss or damage on arrival at their destination. The Contractor should comply with the standard packing conditions prescribed by the Railway/Transport companies/Steamer/Air carries.. PO No, PO date, Supplier's Name, Mat. No., Mat. Description / Item Nomenclature and Quantity should be clearly mentioned on each packet. Items having different Mat. No. should be packed separately. There should not be mix up of different items in any packet.

3. Inspection:

Inspection: Pre Dispatch Inspection at Supplier premises.

Wherever pre-dispatch inspection is stipulated in the PO the supplier should submit inspection call On-line through the portal (URL:<https://srm.vizagsteel.com>), giving a minimum notice of 15 days. The inspection notice shall however be given only if the stores is ready in all respects. Penalty shall be levied in case of false inspection calls and also violation of inspection terms, as per the policy of the Purchaser.

4. Delivery Schedule: As per Bid Document. However, RINL-VSP reserves the right to revise the delivery schedules, depending on VSP's production requirements and storage capacity, without any change in price, terms and conditions of PO. Part Supplies allowed.

5. RINL reserves the right to negotiate with the tenderers without prejudice to their quoted price.

6. Number of Sources : 01 (One)

7. The intended number of source is 'ONE'. However, the bid quantity may be split in 'TWO' sources as per MSE purchase preference policy of buyer subject to L1 price matching.

8. Price Firmness: Price shall be quoted in Rs. Per Unit for supply on "FOR VSP Stores" basis (inclusive of Material price, Freight, transit insurance, taxes / GST, etc.) and the price finalized shall remain firm till completion of supplies.

CONSIGNEE : Manager(Stores), Central Stores, VISAKHAPATNAM STEEL PLANT, VISAKHAPATNAM, ANDHRAPRADESH, INDIA – 530031.

9. "GST shall be applicable on all penalties (like Liquidated Damages, penalties for variation in material specification, Risk purchase recovery, shortages, penalty for late lifting/delivery, forfeiture of EMD / PG Bond/ Security Deposit etc) if levied by the Purchaser on the Seller/Supplier and Shall be recovered along with GST applicable thereon. The Purchaser shall issue Tax Invoice in favour of the Seller/Supplier for such recoveries."

10. Notwithstanding anything specified in this Tender Document, RINL at its sole discretion, unconditionally and without having to assign any reason, reserves to itself the right:

- a) To accept or reject the lowest priced tender or any other tender or all the tenders;
- b) To accept any tender in full or in part quantity;
- c) To reject the offers not conforming to the tender terms and
- d) To accord Purchase preference to Public Sector Undertakings wherever applicable as per Government policy/ Guidelines.
- e) To extend purchase preference to Local & Non-Local SSIs / MSEs (Micro and Small Enterprises), subject to submission of documents as stipulated.

11 . Terms of Payment:

100% payment of the value of each consignment shall be made against submission of bills along with VSP's acceptance GARN (Goods Acceptance / Rejection Note). Payment shall be released on 60th day (21st day for Local Micro and Small enterprises and 45th day for non-local MSEs, subject to submission of documents as stipulated for availing MSE benefits) from the date of acceptance of material at VSP (i.e. GARN date).

a. 100% PAYMENT AGAINST COMMERCIAL INVOICE, TO BE SUBMITTED TO FINANCE PURCHASE BILLS SECTION, VSP.

b. COPY OF INVOICE, LR, PACKING LIST/CHALLAN, TEST CERTIFICATE TO BE SUBMITTED TO CENTRAL STORES, VSP.

12. Payment shall be made by NEFT/RTGS mode or such other mode of electronic fund transfer offered by banks. Tenderers must furnish the required bank account details to VSP in prescribed proforma so that the same can be updated in VSP's database.

13. Right to accept/reject offers:

RINL/VSP does not pledge itself to accept the lowest priced Offer or any other Offer and reserves to itself the right of accepting the whole or any part of the tender/Offer or portion of the quantity tendered and the tenderers (bidders) shall supply the same at the rate quoted.

14. Liquidated Damages: Shall be as per GeM GTC clause no. 15. (iii) with following addition/modification: "subject to a maximum of 10% of value of such consignments, excluding Taxes. For levy of LD in case of late delivery, date of receipt of material by RINL-VSP Stores along with necessary documents shall be considered as date of delivery, subject to acceptance of material by RINL-VSP after inspection."

15. PUNITIVE ACTIONS:

If it comes to the notice of VSP at any stage from request for enlistment / tender document that any of the certificates / documents submitted by applicants for enlistment or by bidders are found to be false/ fake/ forged/ doctored, the party will be debarred from participation in all VSP tenders for a period of 5 years including termination of contract, if awarded. EMD/ Security Deposit etc. if any will be forfeited.

16. The contracting Agency in such cases shall make good to VSP any loss or damage resulting from such termination. Contracts in operation anywhere in VSP will also be terminated with attendant fall outs like forfeiture of EMD/ Security Deposit, if any, and recovery of risk and cost charges etc. Decision of VSP Management will be final and binding. In case where RINL/VSP decides to procure the material from one or more than one source, (Only one offer shall be submitted by Companies using same equipment / facilities/ address), and if it comes to the notice of RINL/VSP at any stage during the finalization of the tender or after placement of order/execution of the contract that Offers have been made by Companies using same equipment/ facilities/ address, then such offers/orders shall be rejected.

d/cancelled forthwith and business dealings with such Firms/ Contractors shall be banned for a period of 2 years. Bid money/EMD Security Deposit etc. if any shall be forfeited. Decision of RINL/VSP in this regard shall be final and binding.

17. If any tenderer backs out after opening of the techno commercial bids within the offer validity period, but prior to Reverse e-auction and opening of the sealed price bids, they shall be kept under hold, barring participation for the next one tender or three months, whichever is later.

18. If the L1 tenderer backs out after opening of the tenders in case of single bid cases (or) after the reverse e auction/opening of the sealed price bids in case of two bid cases within the validity period, they shall be kept under hold, barring participation for the next three tenders or six months, whichever is later.

19. If the tenderer(s) back out after award of contract, they shall be kept under hold, barring participation for the next three tenders or six months whichever is later, apart from proceeding with alternative procurement action (re-tendering) at the risk and cost of defaulting supplier(s)

20. Traders/Resellers who are offering supply of subject item from a Principal Manufacturer, shall furnish in the original Authorization letter. Authorization letter should be submitted/uploaded along with Offer/Bid in GeM.

21 CONDITIONS FOR AVAILING MSE BENEFITS:

a) The stipulated MSE benefits like Bid Security exemption, Purchase Preference and shorter credit Payment terms can be availed only by Manufacturers of tendered item / 'item category', and not by Traders / Dealers. Documents as prescribed by Govt. of India from time-to-time are to be submitted by the eligible MSEs for availing MSE benefits.

b) The MSE Unit shall get themselves registered with MSME Data Bank, being operated by NSIC, under SME Division, M/o MSME and submit Notarised copy of valid UDYAM for the tendered item / 'item category' for which they are registered, for availing the relevant benefits as stipulated.

c) Documents to be submitted from the following to avail benefits by Local MSEs near RINL:

I) District Industries Centre of Visakhapatnam

II) District Industries Centre of Srikakulam /Vizianagaram / East Godavari district i.e., units located within 200 km of road distance of Visakhapatnam Steel Plant and falling under the Jurisdiction of respective District Industries Centre.

III) NSIC registered units and other MSEs falling within the above jurisdictions i.e., in (i) or (ii) above.

22. Local and non-local Micro and Small Enterprises (MSE) those are technically and commercially acceptable shall be considered for extension of purchase preference, where their offer is within 15% of L-1 offer and they match the L-1 offer.

The quantity shall be divided into N+1 shares, where N is the no.of sources. The distribution shall be done among the L-1 tenderer and other eligible tenderers (Who are in the range of purchase preference and match the L-1 price), as below:

i. The L1 shall be awarded 2 shares of quantity, except in cases where L1 is not a Local MSE and there is/are eligible Local MSE/s. In such cases, the lowest eligible Local MSE shall be awarded 2 shares of quantity and the L1 shall be awarded 1 share from any balance shares of quantity.

ii. One each of any balance shares shall be awarded to the other eligible tenderers in the order of preference given below (in the order of ranking within each preference category) :

a) Local MSEs - Till the total quantity on Local MSEs equals or exceeds 50%

b) MSEs - Till the total quantity on MSEs (including Local MSEs) equals or exceeds 20%

c) Others

ILLUSTRATIVE of QTY DISTRIBUTION

1. Where Local MSE is L1: 100% on L-1 Local MSE.
2. Where MSE is L1 and in case there is / are eligible local MSEs: 2/3 on Local MSE and 1/3 L1 MSE.
3. Where MSE is L1 and in case there is / are no eligible local MSEs: 100% L-1 MSE.
4. Where Non-MSE is L1 and in case there is / are eligible local MSEs: 2/3 on Local MSE, 1/3 L1 Non MSE).

5. Where Non-MSE is L1 & in case there is/are eligible MSEs but no eligible local MSEs: (2/3-L1 Non MSE, 1/3 MSE).
6. Where Non-MSE is L1 and in case there is / are no eligible local MSE or MSE : 100% L-1 Non MSE.

23. Establishment of Credibility of Non-Enlisted/Non-Assessed Vendors:

If a tenderer who responds to this Bid is presently not enlisted with RINL-VSP under MGP 01/021 as an approved Vendor, has to upload Self-attested copies of Purchase Orders/Contracts for the same or similar tendered item/s in the Offer/Bid in GeM.

Kindly note that the above information is required to assess the credibility of the vendor who is not presently enlisted with RINL/VSP as approved vendor. The tender/Offer of non-enlisted/non-assessed vendor shall be rejected in case of non-submission or incomplete submission of the above documents or RINL/VSP finds that the credibility of the un-enlisted Vendor is not satisfactory on the basis of the documents furnished.

The Vendor shall produce originals of the above documents for verification, if RINL / VSP so desires. RINL /VSP's decision in this regard is final.

Documents to be Uploaded: by the bidder/seller during bid participation in GeM:

- a. **Submit duly signed and stamped Bid document on all pages, confirming acceptance.**
- b. **Submit duly signed and stamped technical specification document confirming acceptance failing which your offer will be rejected.**
- c. **Bidders must select the MSE option to claim MSE benefits while submitting the offer on GeM itself and upload their Udyam Registration for same/similar category of item(s) as per terms & conditions of this Bid.**
- d. **Authorization Certificate from original manufacturer, duly signed, to be submitted by traders**
- e. **Self -Certified Purchase Orders / Contracts copies for the same or similar tendered item/s.**

24. Guarantee: Supplies are to be guaranteed for 12 (twelve) months from the date of use or 18 (eighteen) months from the date of receipt and acceptance, whichever is earlier.

Items having shelf life should confirm to specified guarantee as per tender, the proof of date of manufacture should be available in the cases either on the label of the item or on the Guarantee certificate.

25. Default:

Should the SELLER fail to provide the MATERIAL for delivery by the time or times agreed upon or should the SELLER in any manner or otherwise fail to perform the Acceptance to Tender or should a receiver be appointed on its assets or make or enter into any arrangements or composition with Creditors or suspend payments (or being a company should enter into liquidation either compulsory or voluntary), the PURCHASER shall have power to declare the Acceptance to Tender as at an end at the risk and cost of the SELLER in every way. In such a case, the SELLER shall be liable for any expenses, damages or losses which the PURCHASER may incur, sustain or be put to by reason of or in connection with SELLER's default. This Clause is however subject to Force Majeure Clause.

26. Risk Purchase:

The PURCHASER reserves the right to take Risk Purchase action at the cost and risk of the SELLER, in case he fails to deliver the materials in the specified schedule and the differential cost shall be recovered. The cancellation of the Purchase Order as stated above may be either for whole or part of the Purchase Order at PURCHASER's option. In the event of the PURCHASER terminating the Purchase Order in whole or in part, he may procure, on such terms and in such manner as he deems appropriate, supplies similar to those so terminated and the SELLER shall be liable to the PURCHASER for any excess costs for such similar supplies. However, in case of part termination of Purchase Order by the PURCHASER, the SELLER shall continue the performance of the Acceptance to Tender to the extent it is not terminated under the provisions of this Clause.

27. Recovery of Sums Due:

Whenever under this Acceptance to Tender any sum of money is recoverable from and payable by the SELLER, the PURCHASER shall be entitled to deduct such sum from any amount then found payable to the SELLER by the PURCHASER or which at any time the

reafter may be found to be payable to the SELLER by the PURCHASER under this or any other Purchase Order with the PURCHASER. Should this sum be not sufficient to cover the full amount recoverable, the SELLER shall pay to the PURCHASER on demand the remaining balance amount. This action shall be without prejudice to the right of the PURCHASER to take legal action against the SELLER for the breach of the Purchase Order.

28. Revenue Policy Of Gem: Transaction charges shall be levied by GeM as per Revenue Policy of GeMw.e.f. 01.06.2020 available in GeM website under "Terms and Conditions >> Sellers >> Revenue policy of GeM".

29. GST & ITC :

i. **Input Tax Credit :** The successful Tenderer/Supplier shall dispatch materials on door delivery basis against GST Invoice which shall be handed over to RINL/VSP for availing Input Tax Credit as per the GST Act. In case of non-submission of relevant documents by the successful Tenderer/Supplier due to which, RINL/VSP cannot avail Input Tax Credit, the amount equivalent to the loss of Input Tax Credit along with applicable Interest as per the GST Act, shall be recovered from the amount due to them. The Suppliers/Vendors shall upload the details of Tax Invoices raised by them on RINL/VSP in the monthly return (GSTR-1) of the month in which Invoices are raised i.e., by 10th of subsequent month / as extended by the Government.

ii. In case of incorrect details/information (or) invalid/false documents furnished by the Tenderers in respect of GST, the consequential loss/consequences and Financial Implications, if any, as per the GST Act, shall be to the Tenderer's account.

iii. The Vendor/Supplier/Contractor shall comply with all necessary Statutory compliances including but not limited to providing GST Invoices or other Documentation as per GST Law relating to the above Supply/Services to RINL, uploading the details of the Invoice, Payment of Taxes, Timely filing of valid Statutory Returns for the Tax Period in the Goods and Services Tax Portal. In case the Input Tax Credit of GST is denied or demand is recovered from RINL on account of any act of the Vendor/Supplier, including but not limited to non-payment of GST charged and recovered, non-generation of E-Way Bill, non-filing of Returns, non-uploading/improper uploading of valid invoices raised on RINL in the Returns, etc., the Vendor/Supplier/Contractor shall indemnify RINL in respect of all Claims of Tax, Penalty and/or Interest, Loss, Damages, Costs, Expenses and Liability that may arise due to such non-compliance.

iv. Such amount shall be recovered from any Payments due to the Vendor/Supplier/Contractor or from Security Deposit or any other amount available with RINL in the same Contract or in any other Contracts including future Contracts. If any Tax has been paid by the Vendor/Supplier/Contractor in pursuance of any demand on account of suppression, fraud or wilful misstatements of facts; then, the same shall not be passed on to RINL through Debit Notes or Invoices or Supplementary Invoices.

30. Transportation: Transportation of the material is the responsibility of SUPPLIER up to VSP's Stores. Any transit breakage/damage shall be to supplier's account.

This Bid ATC supplements/supersedes GeM GTC.

Note : - The following details are to be furnished on your letterhead along with GST Certificate.

1. Name :
2. Address for Communication :
3. Mobile No.
4. Email address
5. Supplier Status : Large Scale / Medium Scale / Small Scale / Dealer for / Trader
6. Constitution of the firm : Private Limited / Public Sector / Limited Company / Partnership / Proprietary
7. CIN NO :
8. GST No.
9. PAN No.
10. Bank Account details :

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।

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