

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687774575485

अनुबंध तिथि | Generated Date : 19-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4135699](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्रकार Type : Central PSU मंत्रालय Ministry : Ministry of Steel विभाग Department : Rashtriya Ispat Nigam Limited संगठन का नाम Organisation Name : Rashtriya Ispat Nigam Limited कार्यालय क्षेत्र Office Zone : VISAKHAPATNAM STEEL PLANT	पद Designation : MGR MM PUR 67 संपर्क नंबर Contact No. : 891-2422120- ईमेल आईडी Email ID : buyer2.rinl.madharam@gembuyer.in जीएसटीआईएन GSTIN : - 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 प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval : DGM/E7 वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : DGM/E7	Role: BUYER भुगतान का तरीका Payment Mode: Offline पद Designation : MGR MM PUR 67 ईमेल आईडी Email ID : buyer2.rinl.madharam@gembuyer.in जीएसटीआईएन GSTIN : 37AABCR0435L1ZD पता Address: ADMINISTRATIVE BUILDING, VISAKHAPATNAM STEEL PLANT, Visakhapatnam, ANDHRA PRADESH-530031, India

विक्रेता विवरण Seller Details
जेम विक्रेता आईडी GeM Seller ID : 7F0C200001409000 कंपनी का नाम Company Name : PADMA INDUSTRIES CERAMICS संपर्क नंबर Contact No. : 09440179770 ईमेल आईडी Email ID : padma_industries@yahoo.com पता Address : 5/187,Z RAGAMPETA,NH 16 ROAD,NH 5 ROAD, Z RAGAMPETA, East Godavari, ANDHRA PRADESH-533435, - एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-AP-03-0001274 एमएसई सामाजिक श्रेणी MSE Social Category : General एमएसई लिंग श्रेणी MSE Gender : Male जीएसटीआईएन GSTIN: 37AABFP5333L1Z2

*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 : Plastic Fireclay for Dept RINL (Q3) ब्रांड Brand : PADMA INDUSTRIES CERAMICS 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 : Plastic Fireclay for Dept RINL (Q3) (Q3) मॉडल Model: Plastic Fireclay for Dept RINL (Q3) एचएसएन कोड HSN Code: HSN not specified by seller	167	tonne	3,800	NA	634,600
कुल ऑर्डर मूल्य Total Order Value (in INR)						634,600

परोक्ष विवरण Consignee Detail						
क्र.सं. S.No	परोक्ष 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	पद Designation : - ईमेल आईडी Email ID : con60.rinl.ap@gembuyer.in संपर्क Contact : 891-2424990- जीएसटीआईएन GSTIN : 37AABCR0435L1ZD	Plastic Fireclay for Dept RINL (Q3)	1	70	20-Mar-2024	18-Apr-2024
			2	70	19-Apr-2024	17-Jun-2024

पता | Address : CENTRAL STORES BUILDING VISAKHAPATNAM STEEL PLANT, VISAKHAPATNAM, ANDHRA PRADESH-530031, India

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18-Jun-2024

15-Sep-2024

Product Specification for Plastic Fireclay for Dept RINL (Q3)

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

विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:

1. SpecificationDocument1	mkp.gem.gov.in/catalog_data/catalog_support_document/20/70/017/CatalogAttrs/SpecificationDocument/2023/11/29/2023_11_29_10_14_47_specification_-1_2023-11-29-10-14-51_87addcac72065c80ea69c0fd39441fdd.pdf
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खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/9497054/54/78/703/CatalogAttrs/SpecificationDocument/2023/10/21/specification-_plastic_fireclay_2023-10-21-16-29-32_42da664ec7a2b6912abde26b6c93c2ca.pdf
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शुद्धिपत्र | Corrigendum

1. तक बढ़ाया गया | Extended Upto : 2023-11-23 11:00:00
2. तक बढ़ाया गया | Extended Upto : 2023-11-27 11:00:00
3. तक बढ़ाया गया | Extended Upto : 2023-12-01 11:00:00

ईपीबीजी विवरण | ePBG Detail

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

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 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 %.

2.3 Scope of Supply:

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

2.4 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

C (ADDITIONAL TERMS & CONDITIONS) FOR GEM BID No.GEM/2023/B/4135699

1. Material: Plastic Fire Clay

2. Tender Quantity : 500 Metric Tonne

3. Specification :

(i) Parameter:

- (a) Al_2O_3 : 29 % (minimum)
- (b) Refractoriness : 1700 Deg. Celsius (minimum)
- (c) Size : 150 mm (maximum)

Sl. No.	Parameter	Desirable Value	Absolute Value	Penalty
1	Fe ₂ O ₃	2% (Max)	3.5% (Max)	For more than 3.5%; 50% of Material Cost shall be deducted.
2	Moisture	3% (Max)	10%(Max)	For more than 3% and less than or equal to 10%; Weight adjustment shall be done. If more than 10%; material will be rejected.
3	LOI	12% (Max)	14%(Max)	For more than 12% and less than or equal to 14%; Weight adjustment shall be done. For more than 14%; 50% of the Material Cost shall be deducted.

(ii) Procedure for Inspection and Testing :

- (a) For moisture content of the material, samples from every truck will be analyzed and if the moisture content is more than the absolute value i.e. 10% ; then the whole truck load will be rejected and will be returned back.
- (b) For Fe₂O₃ and LOI, composite sample from 10 trucks will be analyzed and based on the analysis report of VSP Lab, if required, penalty will be levied.

(iii) Penalty terms:

- (a) For moisture content more than desirable value and less than equal to Absolute Value i.e 3% < Moisture <= 10% ; the net weight of the supplied material will be adjusted for payment purpose i.e. excess moisture weight will be deducted from the material weight.
- (b) For LOI content more than the desired value and less than absolute value i.e. 12 % < LOI <= 14 %; weight adjustment will be done.
- (c) For LOI more than the absolute value i.e 14 % and Fe₂O₃ more than the absolute value i.e 3.5 %; 50% of material cost will be levied as penalty.

- (iv) The testing for the parameters will be done at QA & TD labs of VSP and its report will be final and binding to all concerned.

4. Test Certificate and Guarantee Certificate: Supplier shall submit 'Material Test Certificate' from any Govt. Approved Labs or Manufacturer's test certificate from 'Government' / 'government Lab / NABL / ISO Lab & Guarantee Cert.

The party shall also submit Guarantee certificate, along with each consignment. Testing for Fe₂O₃, Moisture & LOI will be done in VSP's QA&TD Lab and its report will be final and binding to all concerned.

5. Inspection: Material is to be delivered at BF Site,RINL. Material shall be inspected by VSP's Receipt & Inspection Cell (RIC) at BF site. After successful completion of the inspection, material shall be accounted and GARN will be done

6. 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.

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

7. **Number of Sources: 02 (Two)**
Number of sources is intended to 'TWO', subject to Purchase Preference to eligible MSEs and Make-In-India suppliers; subject to matching L1 price by any of the tenderers from L2 onwards in the order of ranking.
8. **Public Procurement (Preference to Make in India):**
As per the Order No. P-45021/2/2017-PP (BE-II) dtd. 16.09.2020 from Dept. for Promotion of Industry and Internal Trade (Public Procurement Section), Ministry of Commerce and Industry, GOI.

For the purpose of this Bid, the Order of preference (Public Procurement Policy (PPP) & Make in India (MII)) is as under:
- a) Local MSEs - Till the total quantity on Local MSEs equals or exceeds 67%.
 - b) AIMSEs - Till the total quantity on AIMSEs (including Local MSEs) equals or exceed 33%.
 - c) MII Class 1 Local Suppliers - Till the total quantity on Class 1 Suppliers equals or exceeds 50%
 - d) Others (including MSEs/Non MSEs/ MII/ non MII) in the order of ranking
- In case the quantity offered to Local MSE(s) as per distribution table do(es) not match the L-1 LNIP price, the quantity will be offered to eligible AIMSE; if either of eligible Local MSE or AIMSE do(es) not match the L-1 LNIP price, the quantity will be offered to eligible MII Class 1 Local Supplier. In case none of the above matches the L-1 LNIP price, the quantity will be offered to others in order of their ranking.
9. **Price Firmness:** Price shall be quoted for supply on "FOR VSP Stores" basis (inclusive of Freight, transit insurance, taxes / GST, etc.) and the price finalized shall remain firm till completion of supplies.

"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 4th 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).

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.
12. **EMD and Performance Guarantee Bond:** Not required as this enquiry would be restricted / limited to the vendors who are registered with RINL under Purchase Mat. Group: 67/029 only.
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. **Weightment:** All the trucks shall be weighed at destination i.e., at VSP's weighbridge. The weight recorded at VSP weighbridge or in L/R or in Supplier's Invoice/Packing List, whichever is lower, shall be the basis for goods acceptance and payment.
15. **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:-”

16. Pre-Qualification Criteria (PQC) - VITAL

- (a) “The supplier should have experience of supplying minimum 50 tons of Plastic Fire clay of similar specification as mentioned in tender document to any industry in a single order.
- (b) The supplier shall submit P.O copy of the same (not older than 5 years) along with their offer.”
- (c) Registered vendors of VSP, registered under the group 67029, need not submit the PQC documents

17. Establishment of Credibility of Non-Enlisted/Non-Assessed Vendors: If a tenderer who responds to this Bid is presently not enlisted/assessed with RINL-VSP as an approved vendor for ‘ Plastic Fire Clay’ -MGP 67029 has to upload the following documents in their offer on GeM.

- (d) Notarized Statutory manufacturing / service industry registration certificate, i.e., Udyam Registration / Udyog Aadhar Memorandum / EM- Part II issued by DIC / NSIC registration certificate for the same / similar tendered item(s) for MSEs.

(or)

Notarized copy of Certificate of Registration of Shops and Establishments for a Dealer /Agent /Trader etc.

(or)

Notarized copy of Certificate of Incorporation along with Memorandum and Articles of Association of the Private / Public Limited companies.

- (e) Notarized Copy of Proprietary / Partnership deeds in case of Proprietary / Partnership firms.
- (f) Notarized copy of GST registration certificate and PAN card copy in the name of company in case of Limited companies or in the name of individuals in case of Proprietary firms.
- (g) Self-attested financial worth and audited financial statements (Balance Sheet and Profit & Loss Statement) for the last three (3) financial years.
- (h) Self- attested copies of Purchase Orders / Contracts executed in the last 5 years for this item “ Plastic Fire Clay” to any Steel Plant or other Customer.
- (i) Self-certified ISO certificate, if any.

Note: Kindly note that the above information is required to assess the credibility of the vendor who is not presently enlisted / registered with RINL/VSP in Purchase Material Group: 67029. The tender of such non - enlisted / registered vendor shall necessarily accompany the above documents.

The tender/offer of non - enlisted /registered vendor or bidder shall be rejected in case of non-submission or incomplete submission of the above documents except (f) or if 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.

18. Documents To Be Uploaded: by the bidder/seller during bid participation in GeM:

- i) This Bid Document, Corrigendum if any, duly signed and stamped by bidder on all pages, confirming acceptance.
- ii) Documents for claiming MSE benefits, in case of MSEs, as per terms & conditions of this Bid.
- iii) Self declaration for Local Content as per Make In India (MII) policy.
- iv) Authorization Certificate from original manufacturer, duly signed, to be submitted by traders in prescribed format mentioned above.

19. 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.

20. 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.

21. 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 thereafter 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.

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

23. 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. 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.

24. 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.

25. This Bid ATC supplements/supersedes GeM GTC.

26. Illustration for Quantity Distribution:

Sl. No	No of sources required	2 (Two)
1.1	Where L1 is Local MSE & MII Cls1	2/3 - L1 Local MSE&MII Cls1
		1/3 - Others
1.2	Where L1 is Local MSE & Non MII Cls1	2/3 - L1 Local MSE
		1/3 - MII Cls1
2	Where L1 is AIMSE & MII Cls1	
	A	In case there is/are eligible Local MSE/s
		2/3 - Local MSE
	B	In case there is no eligible Local MSE
1/3 - L1 AIMSE & MII Cls1		
2.1	Where L1 is AIMSE & Non MII Cls1	
	A	In case there is/are eligible Local MSE/s
		2/3 - Local MSE
	B	In case there is no eligible Local MSE
1/3 - L1 AIMSE		
3	Where L1 is MII Cls1 & Non MSE	
	A	In case there is/are eligible Local MSE/s
		2/3 - L1 AIMSE
	B	In case there is no eligible Local MSE
1/3 - MII Cls1		
3	Where L1 is MII Cls1 & Non MSE	2/3 - Local MSE
		1/3 - L1 MII Cls1 & Non MSE

	B	In case there is no eligible Local MSE but there is/are eligible AIMSE/s	2/3 - L1 MII Cls1 & Non MSE
			1/3 - AIMSE
	C	In case there is no eligible Local MSE or AIMSE	2/3 - L1 MII Cls1 & Non MSE
			1/3 - Others
3.1	Where L1 is Non-MSE & Non MII Cls1		
	A	In case there is/are eligible Local MSE/s	2/3 - Local MSE
			1/3 - L1 Non-MSE & Non MII Cls1
	B	In case there is no eligible Local MSE but there is/are eligible AIMSE/s	2/3 - L1 Non-MSE & Non MII Cls1
			1/3 - AIMSE
	C	In case there is no eligible Local MSE or AIMSE	2/3 -L1 Non-MSE & Non MII Cls1
			1/3 - MII Cls1

***MII Cls1: Make in India Class-1 Local Supplier,**

***AIMSE: All India MSE**

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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