

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687752588767

अनुबंध तिथि | Generated Date : 27-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/3787441](#)

अनुसूची नाम | Schedule Name: Schedule 1, Schedule 11, Schedule 2, Schedule 5

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्ररूप 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 : ASST MANAGER MM ELEC संपर्क नंबर Contact No. : - ईमेल आईडी Email ID : buyer22.rinl.vskp@gembuyer.in जीएसटीआईएन GSTIN : 37AABCR0435L1ZD 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 : E-8 वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : E-8	भुगतान का तरीका Role : PAO भुगतान का तरीका Payment Mode : Offline पद Designation : SR MGR FINANCE ईमेल आईडी Email ID : pao22.rinl.vskp@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 :	JYAP210004741815
कंपनी का नाम Company Name :	KALINDI RAIL UDYOG
संपर्क नंबर Contact No. :	09830149796
ईमेल आईडी Email ID :	kalindirailudyog@gmail.com
पता Address :	0, BALITIKURI KALITALA MONDAL BAGAN, BALITIKURI, HOWRAH, Howrah, WEST BENGAL-711113, -
एमएसएमई पंजीकरण संख्या MSME Registration number :	UDYAM-WB-08-0006191
एमएसई सामाजिक श्रेणी MSE Social Category :	General
एमएसई लिंग श्रेणी MSE Gender :	Female
जीएसटीआईएन GSTIN :	19APXPM4818E1ZC

*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 : 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 : HAND POINT LEVER BOX ASSEMBLY ब्रांड Brand : IRON 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 : BOQ (Q3) मॉडल Model: HAND POINT LEVER BOX ASSEMBLY एचएसएन कोड HSN Code: 7302	30	pieces	8,150	NA	244,500
2	उत्पाद का नाम Product Name : MODIFIED LOOSE JAW ब्रांड Brand : IRON 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 : BOQ (Q3) मॉडल Model: DOG SPIKE एचएसएन कोड HSN Code: 7302	1,500	Kilograms	159.84	NA	239,760
3	उत्पाद का नाम Product Name : PULLOVER ROD ब्रांड Brand : IRON 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 : BOQ (Q3)	20	pieces	2,850	NA	57,000

	मॉडल Model: PULLOVER ROD एचएसएन कोड HSN Code: 7302					
4	उत्पाद का नाम Product Name : PLATE SCREW ब्रांड Brand : IRON 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 : BOQ (Q3) मॉडल Model: PLATE SCREW एचएसएन कोड HSN Code: 7302	1,500	pieces	47.14	NA	70,710
कुल ऑर्डर मूल्य Total Order Value (in INR)						611,970
परोक्षिती विवरण Consignee Detail						
क्र.सं. S.No	परोक्षिती 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 : con34.rinl.ap@gembuyer.in संपर्क Contact : 891-2423873- जीएसटीआईएन GSTIN : 37AABCR0435L1ZD पता Address : CENTRAL STORES BUILDING VISAKHAPATNAM STEEL PLANT, VISAKHAPATNAM, ANDHRA PRADESH-530031, India	HAND POINT LEVER BOX ASSEMBLY	-	30	27-Mar-2024	25-Jul-2024
		MODIFIED LOOSE JAW	-	1,500	27-Mar-2024	25-Jul-2024
		PULLOVER ROD	-	20	27-Mar-2024	25-Jul-2024
		PLATE SCREW	-	1,500	27-Mar-2024	25-Jul-2024
विनिर्देश Specification1						
विशिष्टता दस्तावेज़ Specification Document						
क्रेता बीओक्यू दस्तावेज़ Buyer BOQ Document						
बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन Compliance of BOQ Specification And Supporting Document						
<p>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.</p>						
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विनिर्देश Specification2						
विशिष्टता दस्तावेज़ Specification Document						
क्रेता बीओक्यू दस्तावेज़ Buyer BOQ Document						
बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन Compliance of BOQ Specification And Supporting Document						
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विनिर्देश Specification3						
विशिष्टता दस्तावेज़ Specification Document						
क्रेता बीओक्यू दस्तावेज़ Buyer BOQ Document						
बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन Compliance of BOQ Specification And Supporting Document						
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विनिर्देश | Specification4

[विशिष्टता दस्तावेज़ | Specification Document](#)

[ब्रेता बीओक्यू दस्तावेज़ | Buyer BOQ Document](#)

[बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन | Compliance of BOQ Specification And Supporting Document](#)

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.

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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 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)

1. Submit duly signed and stamped bid document confirming acceptance.

OFFERS FROM BIDDERS WHO ARE UNDER HOLD IN MATERIAL SUB GRP 61/003 OR CENTRALLY BLOCKED WITH V SP WILL BE REJECTED.

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: Pre Dispatch Inspection at Supplier premises.

Wherever pre-despatch 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.
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.
9. **PLEASE MENTION APPLICABLE GST.**
 7. "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."
 8. 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.
9. **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.
10. 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.
11. **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.
12. **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-"
13. **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.

14. 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/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.
15. 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.
16. 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.
17. 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)
18. 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.

19 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.

20. Public Procurement (Preference to Make in India):

Eligibility of Class-I Local Supplier / Class-II Local Supplier / Non-local Suppliers, Purchase Preference, applicability in tenders, Minimum Local content, verification of local content, and related provisions etc shall be as per Order No. P-45021/2/2017-PP (BE-II) dtd.16.09.2020 from Department for Promotion of Industry and Internal Trade (Public Procurement Section), Ministry of Commerce and Industry, Government of India.

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

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

- i. Bid document, duly signed and stamped by bidder on all pages, confirming acceptance.
 - ii. 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.
- iii. Authorization Certificate from original manufacturer, duly signed, to be submitted by traders.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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".

- 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.

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

This Bid ATC supplements/supersedes GeM GTC.

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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