

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687753282954

अनुबंध तिथि | Generated Date : 30-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4195881](#)

संगठन विवरण   Organisation Details		खरीदार विवरण   Buyer Details	
प्ररूप   Type :	Central PSU	पद   Designation :	DY MANAGER PURCHASE1
मंत्रालय   Ministry :	Ministry of Chemicals and Fertilizers	संपर्क नंबर   Contact No. :	02141-238580-2023
विभाग   Department :	Department of Fertilizers	ईमेल आईडी   Email ID :	buyer18.cmft.mh@gembuyer.in
संगठन का नाम   Organisation Name :	Rashtriya Chemicals and Fertilizers Limited (RCF)	जीएसटीआईएन   GSTIN :	27AAACR2831H1ZK
कार्यालय क्षेत्र   Office Zone:	Thal	पता   Address :	1st Floor, Administrative Building, RCF Ltd Thal, Alibag, RAIGARH(MH), MAHARASHTRA-402208, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail		भुगतान प्राधिकरण विवरण   Paying Authority Details	
आईएफडी सहमति   IFD Concurrence :	No	Role:	PAO
प्रशासनिक अनुमोदन का पदनाम	DGM SGP	भुगतान का तरीका	Internet Banking
Designation of Administrative Approval:	CM F	Payment Mode:	OFFICERFINANCE04
वित्तीय अनुमोदन का पदनाम		ईमेल आईडी   Email ID :	pao31.rcflr.mh@gembuyer.in
Designation of Financial Approval :		जीएसटीआईएन   GSTIN :	27AAACR2831H1ZK
		पता   Address:	1st Floor, Administrative Building, RCF Ltd Thal, Alibag, Raigad, MAHARASHTRA-402208, India

विक्रेता विवरण   Seller Details	
जेम विक्रेता आईडी   GeM Seller ID :	7A01200001116677
कंपनी का नाम   Company Name :	SIEMENS LIMITED
संपर्क नंबर   Contact No. :	02239677000
ईमेल आईडी   Email ID :	gemsiemens.india@siemens.com
पता   Address :	PLOT NO.1080,BIRLA AURORA, LEVEL 21,DR. ANNIE BESANT ROAD,WORLI, MUMBAI, MAHARASHTRA-400030, -
एमएसएमई पंजीकरण संख्या   MSME Registration number :	-
जीएसटीआईएन   GSTIN:	27AAACS0764L1Z6

\*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 : AS PER GEM CONTRACT

## 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 : Flexible Hose ब्रांड   Brand : SIEMENS 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 चतुर्धारा   Category Name & Quadrant : Flexible Hose (Q3) मॉडल   Model: 2088594-A एचएसएन कोड   HSN Code: 83071000	3	pieces	222,915	NA	668,745
कुल ऑर्डर मूल्य   Total Order Value (in INR)						668,745

## परेष्ठी विवरण | Consignee Detail

क्र.सं.   S.No	परेष्ठी   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 : consigne2.cmft.raigd@gembuyer.in संपर्क   Contact : 02141-238580-2331 जीएसटीआईएन   GSTIN : 27AAACR2831H1ZK पता   Address : STORES, RCF Ltd Thal, Alibag, District Raigad, RAIGARH(MH), MAHARASHTRA-402208, India	Flexible Hose	-	3	30-Mar-2024	27-Aug-2024

## Product Specification for Flexible Hose

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

### विक्रेता विशेषता दस्तावेज़ | Seller Specification Document:

1. <a href="#">Specification Document 1</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/08/38/668/CatalogAttrs/SpecificationDocument/2024/1/12/2024_01_12_11_39_54_technical_catalogue_2023-11-10-_2024-01-12-11-39-57_79a9128e8202b73b43bd0c7571dc92d6.pdf
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### खरीदार विशेषता दस्तावेज़ | Buyer Specification Document:

1. <a href="#">Specification Document</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/12425570/54/78/703/CatalogAttrs/SpecificationDocument/2023/11/10/technical_catalogue_2023-11-10-09-33-48_eb1409ea0d26b3201b4aa154f0b6d3cc.pdf
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### शुद्धिपत्र | Corrigendum

- तक बढ़ाया गया | Extended Upto : 2023-12-12 11:00:00
- तक बढ़ाया गया | Extended Upto : 2023-12-26 15:00:00
- तक बढ़ाया गया | Extended Upto : 2024-01-08 11:00:00
- तक बढ़ाया गया | Extended Upto : 2024-01-18 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-

- 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 Flexible Hose in SGP (Mech) Plant from M/s. Siemens Ltd. (In case any other bidders participate, other than proprietary bidder, the bid shall be considered as unsolicited and rejected outright.).

In case any other bidder is interested in quoting for future tender for this item, shall submit their credentials by email to [sanket.chaure@rcfltd.com](mailto:sanket.chaure@rcfltd.com) and [gnwarudkar@rcfltd.com](mailto:gnwarudkar@rcfltd.com).

PO for procurement of subject item will be placed through GeM portal only. Proprietary bidder have 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.

Bidder must submit duly filled, stamped and signed copy of buyer specification document along with offer (attached in Technical specification document)

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 –

Please submit signed and stamped copy of Buyer specification document attached in the technical specification document in support of acceptance of all the technical specifications.

#### 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.

- ANNEX - I - Tender Authorization Form
- ANNEX - II - Vendor Updation Form
- Udyam Registration Certificate

4. Additional Doc 4 –  
Bidder shall submit completely filled, signed and stamped copy of the following documents attached at Buyer added Bid specific ATC.  
a. ANNEX -III - Tax Compliance Clauses  
b. ANNEX - IV - Disciplinary Measures  
c. ANNEX - VI - Land Boarder Declaration/Certificate as per order

▪ NOTE FOR BIDDERS:

1. Bidder to ensure that all quoted rates are inclusive of GST, packing forwarding, transaction charges for acceptance of GeM PO and all taxes FOR RCF site delivery. No communication in this regard shall be entertained after bid opening.

2. For Bidder quoting against MSE Policy: Bidder shall confirm whether they are manufacturer of the quoted item.

3. Delivery Period: The delivery period shall be 150 Days from the date of GEM Contract.

4. Guarantee / Warrantee Clause: Vendor shall give guarantee/warrantee for a period of 18 months from the date of supply or 12 months from the date of installation, whichever is earlier and submit certificate to that effect along with the supply.

5. Payment Terms: 100% payment will be made within 10 days of CRAC as per GEM.

6. Mutually Agreed Damages (MAD): Applicable as per GEM

7. Inspection shall be done post-dispatch at RCF-Thal stores by the RCF board of Officers.

8. Concurrence related to the subject enquiry shall be done with the following mentioned mail ID's only: [sanket.chaure@rcfltd.com](mailto:sanket.chaure@rcfltd.com) and [gnwarudkar@rcfltd.com](mailto:gnwarudkar@rcfltd.com)

9. Unloading of material in Bidder's Scope.

10. 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/office 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.)

11. You are requested to certify that the rates quoted by you are same and not higher than those quoted with the other government, Public sector or private organization.

12. 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](#).

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.