

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-51168777780534

अनुबंध तिथि | Generated Date : 02-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4395477](#)

अनुसूची नाम | Schedule Name: Schedule 2

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्रारूप 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 : GROUP80BUYER1 संपर्क नंबर Contact No. : - ईमेल आईडी Email ID : buyer249.rinl.ap@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 : SR MGR वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : SR MGR	Role: PAO भुगतान का तरीका Payment Mode: Offline पद Designation : ASST MGR FINANCE ईमेल आईडी Email ID : pao17.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 : UVUW210003368787 कंपनी का नाम Company Name : VINAY AIR PRODUCTS PRIVATE LIMITED संपर्क नंबर Contact No. : 09099939776 ईमेल आईडी Email ID : vinayairpltd@gmail.com पता Address : A-226, SUN SOUTH STREET, NEAR AARAVI 156, & SAFAL PARISAR-1, SOUTH BOPAL, AHMEDABAD, GUJARAT-380058, - एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-GJ-01-0083241 एमएसई सामाजिक श्रेणी MSE Social Category : General एमएसई लिंग श्रेणी MSE Gender : Female जीएसटीआईएन GSTIN: 24AAHCV9902G1Z7

*जिसके नाम के पक्ष में GST/TAX इनवाइस 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 : EMPTY REFRIGERANT CYLINDER ब्रांड Brand : JMTC/BTP 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 : EMPTY REFRIGERANT CYLINDER (Q3) मॉडल Model: REFRIGERANT एचएसएन कोड HSN Code: 2903	21	pieces	7,198	NA	151,158
कुल ऑर्डर मूल्य Total Order Value (in INR)						151,158

परोक्ष विवरण Consignee Detail						
क्र.सं. S.No	परोक्ष विवरण Consignee	वस्तु Item	लॉट नंबर Lot No.	मात्रा Quantity	दिलोके के बाद डिलीवरी शुरू करना है Delivery Start After	वितरण पूरा कब तक करना है Delivery To Be Completed By
	पद Designation : - ईमेल आईडी Email ID : con34.rinl.ap@gembuyer.in संपर्क Contact : 891-2423873-					

1	जीएसटीआईएन GSTIN : 37AABCR0435L1ZD पता Address : CENTRAL STORES BUILDING VISAKHAPATNAM STEEL PLANT, VISAKHAPATNAM, ANDHRA PRADESH-530031, India	EMPTY REFRIGERANT CYLINDER	-	21	02-Apr-2024	01-Jun-2024
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Product Specification for EMPTY REFRIGERANT CYLINDER

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/03/44/236/CatalogAttrs/SpecificationDocument/2023/1/4/2023_01_04_10_27_47_emptycyl_2023-01-04-10-27-50_e1388cd324cee20cfb34c7dc2f45e1d4.pdf
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खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/1914603/54/78/703/CatalogAttrs/SpecificationDocument/2023/12/26/specification_of_empty_refrigerant_cylinder_of_68_l_2023-12-26-12-56-21_9fb90251dedd873958460cca5555d736.xlsx
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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 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

- 1. THE BIDDERS IN RESPONSE TO THE GEM BID SHOULD SUBMIT THE FOLLOWING DOCUMENTS.**
- I. Signed stamped technical specification sheet.**
 - II. Signed stamped Bid document along with ATC.**

2. INSPECTION OF MATERIALS:

Inspection shall be carried out by Receipt Inspection Cell (RIC).

- 3. PACKING & FORWARDING: The material shall be supplied by the suppliers in their own trucks with valid statutory licenses.**

4. TEST & GUARANTEE CERTIFICATE:

The Seller should submit test certificate (as described in technical specification),

along with every consignment, clearly indicating the relevant Parameters and batch no. and other identification marks, if any and give guarantee for replacement in case of any deviations / manufacturing defects.

Replacement of defective materials shall be made free of cost (including duties in India to Seller's account) at Purchaser's site by the Supplier and the collection of the defective material to the Supplier's works shall be the Supplier's responsibility and shall be made at their expenses.

5. DELIVERY SCHEDULE:

The Tenderers should confirm the delivery schedule given in the tender documents or as indicated by RINL-VSP in Purchase Order (PO) / LOI. The successful tenderers should commence delivery of material within 15 Days from the date of placement of LOI/Purchase Order/ A/T(Acceptance to Tender) and continue supplies at the offered monthly scheduled quantity basis till completion of supplies.

In case a tenderer cannot confirm the above delivery schedule due to any reason, the possible delivery schedule shall be quoted. VSP has the sole discretion to accept or reject such offers deviating from the delivery schedules given in the tender documents.

The successful tenderers should commence delivery of material within 15 days from the date of Purchase Order (Acceptance to Tender) / LOI (Letter of Intent) and complete delivery of the offered monthly quantity, as per schedule, in an evenly spread manner throughout the month.

In the event of any failure to supply the required quantity by the supplier which is sought to be made good after the contract period is over will be at RINL's option.

6. GENERAL INFORMATION/DOCUMENTS TO BE FURNISHED BY TENDERERS:

The Letter of Authority/ Assurance should be submitted along with Techno-Commercial bid.

If it comes to 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 the 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. Security deposit etc. if any shall be forfeited. Decision of RINL/VSP in this regard shall be final and binding.

7. QUOTING OF PRICES:

The prices to be quoted per Metric Ton should be on FOR VSP SITE basis (On Landed Cost basis) i.e., inclusive of all Taxes & Freight. The tenderers have to upload the Blank Price Bid indicating Taxes, Duties & Cesses etc. (applicable as on offer submission date) without mentioning the BASIC PRICE.

The Basic Price quoted by the Tenderer shall remain firm and fixed during the period of the contract and till completion of supplies and shall not be subject to any variation on any account. However, any change in statutory taxes, Cesses and duties etc., shall be reimbursed at actuals based on documentary evidence, during the original contractual delivery period. Any change in taxes and duties etc., beyond the original contractual delivery period is to be borne by the Seller.

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

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.

CONDITIONS FOR AVAILING MSE BENEFITS:

The stipulated MSE benefits like, 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.

The criteria for classification of Micro and Small enterprises shall be as per the Gazette Notification dtd: 26.06.2020 from Ministry of MSME, Govt. of India, as may be amended from time to time.

The MSE Unit shall get themselves registered with MSME Data Bank, being operated by NSIC, under SME Division, M/o MSME and submit Notary attested copy of valid SSI/MSE Registration Certificate /Entrepreneur Memorandum (EM) Part-II Acknowledgement/UdyogAadhar Memorandum for the tendered item/'item category' for which they are registered, for availing the relevant benefits as stipulated.

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

- i) District Industries Centre of Visakhapatnam.
- ii) District Industries Centre of units located within 100 km of road distance of Visakhapatnam Steel Plant and falling under the jurisdiction of respective District Industries Centers.
- iii) NSIC registered units and other MSEs falling within the above jurisdictions i.e., in (i) or (ii) above.

BID SECURITY: The bidders are required to submit/ upload "Bid Security Declaration" in the Offer with an undertaking that if they withdraw or modify their bids within Offer validity (or) fails to submit Performance Guarantee Bond/Security as stipulated in the Bid, they will be suspended (kept under hold) by the Buyer for the time specified in the Bid ATC under Punitive actions.

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) or CRAC whichever is earlier. 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 for availing MSE benefits) from the date of acceptance of material at VSP (i.e. GARN date).

12. ORDER QUANTITIES: VSP reserves the option to order full tender quantity on one tenderer or on more than one tenderer from the lowest evaluated tenderer onwards, based on the response. The tenderer should quote for the full tendered quantity and should accept to supply full quantity.

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 Offer or any other Offer or all the Offers;
- b) To accept any tender/Offer in full or in part;
- c) To reject the Offers not conforming to the tender terms and
- d) To give Purchase preference to Public Sector Undertakings wherever applicable as per Government policy/ Guidelines.
- e) To extend **Purchase Preference to SSIs/MSEs** (Micro and Small Enterprises) as above, subject to submission of documents as per prevailing guidelines detailed below .

ILLUSTRATIVE of QTY DISTRIBUTION

1. Where Local MSE is L1 and 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 MSE

- s , (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.

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.

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. **TOTAL REJECTION:** Any lot deviating beyond the limits specified shall be rejected and shall not be paid for. All deviations/rejections shall be informed to the Seller. The Seller has to ensure lifting of the materials within 15 days from the date of issue of such notice to the Seller or otherwise 1% of material value per month or part thereof as storage cost will be leviable by VSP till such time the material is lying at VSP stores at Seller's risk. The Seller also has to ensure immediate supply of equivalent quantity of material as per the order specifications to maintain material availability at plant.

15. **PRICE FIRMNESS:** Price quoted shall be on Landed Cost basis (inclusive of applicable GST & Freight) for supply on "FOR VSP STORE" basis and the price finalized shall remain firm till completion of supplies.

"GST shall be applicable on all penalties (like Liquidated Damages, shortages, penalty for late lifting/ delivery, 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."

16. **ESTABLISHMENT OF CREDIBILITY OF NON-ENLISTED/NON-ASSESSED VENDORS:** If a tenderer who responds to this Bid is presently not enlisted with RINL-VSP as an approved Vendor **and/or those tenderers for whom Vendor Assessment is not done by GeM** for the category - EMPTY GAS CYLINDERS, has to upload the following documents in the Offer/Bid in GeM:

- i) Notarized Statutory manufacturing/service industry registration certificate, i.e., EM-Part II issued by DIC/NSIC registration certificate/Udyog Aadhar Memorandum 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.
- ii) Notarized Copy of Proprietary/Partnership deeds in case of Proprietary/Partnership firms.
- iii) 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.
- iv) Self-attested Financial worth and audited Financial statements for the last three (3) Financial years.
- v) Self-attested copies of Purchase Orders/Contracts for the same or similar tendered item/s.
- vi) Self-certified ISO Certificate, if any.

Vendor Assessment Report has to be submitted by the bidders for whom Vendor Assessment is already done by GeM for the Category.

Note: In the case of STARTUPS, the STARTUPS have to submit a verifiable certificate of recognition from concerned Govt. Authorities for consideration with respect to Relaxation on prior turnover and prior experience i.e., w.r.t iv) to vi) above. The above is subject to the co

condition that the firm has the required manufacturing, testing and inspection facilities and the following documents to be submitted:

- a) Details of Manpower and Machinery (Self Certified).
- b) Details of Testing and Inspection facilities available (Self certified).

However, for the items related to public safety, health, critical security operation and equipment, etc., relaxation shall not be applicable

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 and/ or those tenderers for whom Vendor Assessment is not done by GeM for the Category . The tender/Offer of non-enlisted/non-assessed vendor shall be rejected in case of non-submission or incomplete submission of the above documents except (vi) 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.

17. 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 Contract / Purchase Order 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 Contract / Purchase Order 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.

18. GENERAL: The Seller/Contractor shall be entirely responsible for the execution of the Contract in all respects in accordance with the terms and the conditions as specified in the Contract/ Purchase Order.

19. DOCUMENTS TO BE UPLOADED: Bidder/Seller during bid participation in GeM:

- i) In place of EMD/Bid Bond, the bidders are required to submit/upload "Bid Security Declaration" in the Offer with an undertaking that if they withdraw or modify their bids within Offer validity (or) fails to submit Performance Guarantee Bond/Security as stipulated in the Bid, they will be suspended (kept under hold) by the Buyer for the time specified in the Bid ATC under Punitive actions - VITAL
- ii) This Bid ATC duly signed and stamped by bidder on all pages, confirming acceptance. - VITAL
- iii) Documents for claiming MSE benefits, in case of MSEs, as per terms & conditions of this Bid.
- iv) Credentials of the bidder/seller (who are not enlisted in RINL and not assessed by QCI/GeM) as mentioned above.
- v) Certificate from Cost auditor or statutory auditor declaring the MII Local Content as per Order No.P-45021/2/2017-PP (BE-II) dtd.16.09.2020 from DPIIT, Govt. of India.

20. 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. Security Deposit etc. if any will be forfeited. 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.

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.

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.

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.

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।

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.