

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687755086077

अनुबंध तिथि | Generated Date : 06-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4006763](#)

अनुसूची नाम | Schedule Name: Schedule 43

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्ररूप   Type : Central PSU मंत्रालय   Ministry : Ministry of Chemicals and Fertilizers विभाग   Department : Department of Fertilizers संगठन का नाम   Organisation Name : Rashtriya Chemicals and Fertilizers Limited (RCF) कार्यालय क्षेत्र   Office Zone : Trombay Unit	पद   Designation : SENIOR OFFICER PURCHASE संपर्क नंबर   Contact No. : 022-25522453- ईमेल आईडी   Email ID : buyer6.cmft.mh@gembuyer.in जीएसटीआईएन   GSTIN : 27AAACR2831H1ZK पता   Address : PRIYADARSHINI NEAR EASTERN EXPRESS HIGHWAY CHEMBUR MUMBAI, MUMBAI, MAHARASHTRA-400074, 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: ED (Trombay) वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval: ED (Trombay)	Role: PAO भुगतान का तरीका   Payment Mode: Offline पद   Designation : officer payment ईमेल आईडी   Email ID : pao1.cmft.mh@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address: PRIYADARSHINI NEAR EASTERN EXPRESS HIGHWAY CHEMBUR MUMBAI, Mumbai - City, MAHARASHTRA-400074, India

विक्रेता विवरण   Seller Details
जेम विक्रेता आईडी   GeM Seller ID : D545200001303527 कंपनी का नाम   Company Name : R K ENGINEERING CORPORATION संपर्क नंबर   Contact No. : 09821034555 ईमेल आईडी   Email ID : info@rkec.in पता   Address : Office No. 303,K. K. Arcade Premises Co-op SCI Ltd,98, Narayan Dhuru Street,Masjid Bunder, Mumbai City,, Mumbai, MAHARASHTRA-400003, - एमआईआई स्थिति   MII Status : True एमएसएमई सत्यापित   MSME verified : No एमएसएमई पंजीकरण संख्या   MSME Registration number : - जीएसटीआईएन   GSTIN: 27AAEFR8996A1ZU

\*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 : BEARING ADAPTER SLEEVE H 310 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: H310 एचएसएन कोड   HSN Code: 8483	2	pieces	451	जीएसटी   GST (18%) : 137.593 जीएसटी उपकर 1   GST Cess 1 (0%) : 0 जीएसटी उपकर 2   GST Cess 2 (0 per accounting unit) : 0 जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी)   Input Tax Credit (ITC) on GST1 (100%) : 137.593 जीएसटी उपकर पर आईटीसी 1   ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2   ITC on GST Cess 2 (0%) : 0	902
कुल ऑर्डर मूल्य   Total Order Value (in INR)						902

परोक्षी विवरण   Consignee Detail						
क्र.सं.   S.No	परोक्षी   Consignee	वस्तु   Item	लॉट नंबर   Lot No.	मात्रा   Quantity	दिवस के बाद डिलीवरी शुरू करना है   Delivery Start	वितरण पूरा कब तक करना है   Delivery To Be

					After	Completed By
1	<p>पद   Designation :-  ईमेल आईडी   Email ID : consignee5.cmft.mh@gembuyer.in  संपर्क   Contact : 022-25522338-  जीएसटीआईएन   GSTIN :-  पता   Address : CHIEF MANAGER STORES MAHUL ROAD RCF GATE NO 2  CHEMBUR MUMBAI,  MUMBAI, MAHARASHTRA-400074, India</p>	BEARING ADAPTER SLEEVE H 310	-	2	06-Apr-2024	06-May-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](#)

**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 :

ICICI

ईपीबीजी प्रतिशत (%) | ePBG Percentage(%):

10.00

बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा | The bidder shall furnish ePBG as applicable as per bid's terms and conditions

### आरसीएम/एफसीएम के संबंध में सामान्य खंड | General Clauses w.r.t RCM/FCM

- Where ever RCM is applicable, for sellers (Regular GST registered seller who opted out of FCM as per notifications of GST like GTA , unregistered seller), Buyer have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this contract. Seller will invoice buyer with Zero GST and GST cess.
- For Registered sellers as per FCM, rates will be inclusive of prescribed rate of GST and GST cess. ITC available to buyer as shown in the bid document have been applied while evaluating the bids. Seller has liability of paying the GST and GST cess to the govt and same will be charged from buyer while invoice.
- For Registered sellers who opted for RCM while quoting for specified category under section 9(3) like GTA rates will be exclusive of GST and GST cess. GST and GST cess as indicated by the buyer in the bid document payment of GST and GST Cess will be the liability of buyer.
- For Unregistered sellers Liability of payment of GST and GST cess is in Buyers scope. GST and GST cess as indicated by the buyer in the bid document will be the liability of buyer . Unregistered seller will invoice buyer with zero GST and Zero GST cess.
- For sellers under Composition Scheme: There is no liability of payment of GST and GST cess in Buyers cope. Seller will invoice Zero GST and GST cess in the invoice to buyer.

### 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

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 %.

##### 2.2 Scope of Supply:

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

##### 2.3 Certificates:

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

##### 2.4 Generic

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

##### 2.5 Buyer Added Bid Specific ATC:

Buyer uploaded ATC document [Click here to view the file](#).

##### 2.6 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

**Bidder must submit duly filled, stamped and signed copy of buyer specification document and prequalification criteria along with offer.**

**Please upload signed & stamped copies of supporting documents mentioned against each criteria.**

**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 -**

- a. **Please submit signed and stamped copy of technical specification in support of acceptance of all the technical specifications.**
- b. **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.**

**2. Additional Doc 2 -**

**Bidder shall submit completely filled, signed and stamped copy of the following documents attached at Buyer added Bid specific ATC.**

- a. **Scanned copy of valid Udyam Registration Certificate (For MSE Manufacturers)**
- b. **Earnest Money Deposit (EMD) as per GeM Bid i.e. ₹ 20,000/- (For non-MSE Manufacturers)**
- c. **ANNEX - II - Vendor Updation Form**
- d. **ANNEX - V - Tax Compliance Clauses**
- e. **ANNEX - VI - Debarment of firms from Bidding (Holiday/De-listing/Black-listing)**
- f. **ANNEX - IX - Declaration of Local Content as per Make in India policy by Govt. Of India**
- g. **ANNEX - XI - Land Border Declaration/Certificate as per order**

**3. Additional Doc 3 -**

**Technical Pre-qualification Criteria:**

**Participating Bidder shall be OEM or Authorized Dealer / Distributor of SKF, FAG, NTN & TIMKEN make Bearings.**

**For Authorized Dealer / Distributor, bidder shall submit valid Certificate of Authorization from their Principal along with their offer.**

**Participating bidder shall submit Purchase Order Copy for the supply of similar type & make of Bearings in last 7 years ending last day of month previous to the one in which offers are invited along with executed proof**

**PO copy issued by traders / Distributors / Stockist will not be considered.**

**4. Additional Doc 4 -**

**Commercial Pre-qualification Criteria:**

**1. Turnover during last three financial years viz. 2019-20, 2020-21 and 2021-22.**

**Required minimum Avg. turnover of '₹ 39.72 lacs'**

**Bidder should have at least '₹ 4.97 lacs' turn-over in each financial year**

**Note : Certificate / document issued by Chartered Accountant - after July'2019 will be valid and accepted - only with UDIN number**

**2. Condition in support of Financial Soundness (Any one of the following three):**

**Participating bidder to submit any one of the following financial document, issued within the last one year from the last scheduled date of submission of tender for a minimum value of Rs. 7.95 lacs**

- a. Valid Financing/Credit limits from banks
- b. Valid credit ratings from reputed institution such as CRISIL, ICRA etc.
- c. Bankers solvency certificate from reputed bank issued within the last one year

**Note : No solvency documents will be accepted bearing date subsequent to last scheduled date of submission of tender**

**NOTE FOR BIDDERS :**

1. Bidder to ensure that all quoted rates are inclusive of GST, packing forwarding 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. **EARNEST MONEY DEPOSIT (EMD)** as per GeM bid i.e. ₹ 20,000/- is to be deposited as per following instructions, EMD other than below mentioned format shall not be considered:

EMD is to be deposited online through EMD Gateway portal with ICICI Bank. For deposit of EMD please log on to <http://www.rcfltd.com> and then go to 'Portal' and 'EMD payments'.

Kindly use the GeM Bid Number on the portal for EMD payment.

Participating bidder shall submit the acknowledgement receipt for successful submission of EMD.

For any help refer to Help Menu which is available on Login or SIGNUP Screen.

**EMD Exemption:** Vendors registered under 'Micro & Small Enterprises Act' (MSE) are exempted from submission of EMD. Exempted bidders should upload a valid certificate for EMD exemption

**Note:** The EMD exemption benefits shall be allowed to only manufacturing Micro and Small Enterprises who are offering the products manufactured by them and not to traders / agents for supply of material/stores

4. **PERFORMANCE BANK GUARANTEE**

A. Bidder shall furnish Performance Bank Guarantee (PBG) for 10% of total contract value, valid for a period of 3 months from the date of supply. The PBG must be as per RCF's format from RCF approved bankers and to be executed on Non-Judicial Stamp paper of Rs. 500/-. The PBG shall be directly send from your banker to: DGM Finance, Administrative Building, Chembur, Mumbai 400 074.

PBG format (Annexure-III) and RCF Approved bankers list (Annexure-IV) is given under Annexures attached here with

B. Bidders shall note that if the difference between the quoted rates of L1 and L2 is more than 20%, under such circumstances the successful bidder will have to submit Performance Bank Guarantee towards faithful performance of the contract within 15 days of receipt of order for an amount of 20% of the basic contract value. Provided there are 3 or more techno commercially qualified bidders

5. 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.

6. **Unloading of material in Bidder's Scope**

7. Bidder in compliance to notification no. F.No. 6/18/2019-PPD dated 23.07.2020 for Land Border 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.)

**8. 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.

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.