

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687743192540

अनुबंध तिथि | Generated Date : 13-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4712271](#)

अनुसूची नाम | Schedule Name: Schedule 1

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्ररूप   Type : Central PSU मंत्रालय   Ministry : Ministry of Steel विभाग   Department : Steel Authority of India Limited संगठन का नाम   Organisation Name : IISCO Steel Plant कार्यालय क्षेत्र   Office Zone : MATERIALS MANAGEMENT DEPT IISCO STEEL PLANT	पद   Designation : PURNIMA संपर्क नंबर   Contact No. : - ईमेल आईडी   Email ID : buyer8.sail.wb@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address : PURCHASE SECTION, MATERIALS MANAGEMENT DPT. STEEL AUTHORITY OF INDIA LTD. IISCO STEEL PLANT, Burnpur, 713325, West Bengal India, IISCO STEEL PLANT, GSTIN Number 19AAACS7062F6Z6, BARDHAMAN, WEST BENGAL-713325, 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 : GM(MM) वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : GM (F&A)	Role: PAO भुगतान का तरीका   Payment Mode: Internet Banking पद   Designation : Sujit Misra ईमेल आईडी   Email ID : pao3.sail.wb@gembuyer.in जीएसटीआईएन   GSTIN : 19AAACS7062F6Z6 पता   Address : FINANCE DPT. STEEL AUTHORITY OF INDIA LTD., IISCO STEEL PLANT, Burnpur, 713325, West Bengal India, IISCO STEEL PLANT, GSTIN Number 19AAACS7062F6Z6,, Bardhaman, WEST BENGAL-713325, India

विक्रेता विवरण   Seller Details
जेम विक्रेता आईडी   GeM Seller ID : 549C190000742131 कंपनी का नाम   Company Name : M.E.M. INDUSTRIES संपर्क नंबर   Contact No. : 09831020030 ईमेल आईडी   Email ID : cables@memindustries.com पता   Address : Gate # 4, 2nd, Poddar Court, 18, Rabindra Sarani, 18, Rabindra Sarani, Kolkata, WEST BENGAL-700001, - एमएसएमई पंजीकरण संख्या   MSME Registration number : UDYAM-WB-10-0002363 एमएसएमई सामाजिक श्रेणी   MSE Social Category : General एमएसएमई लिंग श्रेणी   MSE Gender : Male जीएसटीआईएन   GSTIN: 19AEP3828K1ZU (B), (R)

\*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

#	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 : 4 Core Internal Compensating Cable ब्रांड   Brand : M.E.M. 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 : 4 Core Internal Compensating Cable (Q3) मॉडल   Model: 4 Core Internal Compensating Cable एचएसएन कोड   HSN Code: 85446090	6,000	meter	254	जीएसटी   GST (18%) : 232,474.576 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%) : 232,474.576 जीएसटी उपकर पर आईटीसी 1   ITC on GST Cess 1 (100%) : 0 जीएसटी उपकर पर आईटीसी 2   ITC on GST Cess 2 (100%) : 0	1,524,000
कुल ऑर्डर मूल्य   Total Order Value (in INR)						1,524,000

परोक्षी विवरण   Consignee Detail
दिनांक के बाद वितरण पूरा कब

क्र.सं.   S.No	परोक्षिती   Consignee	वस्तु   Item	लॉट नंबर   Lot No.	मात्रा   Quantity	डिलीवरी शुरू करना है   Delivery Start After	तक करना है   Delivery To Be Completed By
1	पद   Designation :- ईमेल आईडी   Email ID : buyer3.sail.burnpur@gembuyer.in संपर्क   Contact :- जीएसटीआईएन   GSTIN :- पता   Address : STORES SECTION, MATERIALS MANAGEMENT DPT. STEEL AUTHORITY OF INDIA LTD. IISCO STEEL PLANT, Burnpur, 713325, West Bengal India, IISCO STEEL PLANT, GSTIN Number 19AAACS7062F6Z6,, BARDHAMAN, WEST BENGAL-713325, India	4 Core Internal Compensating Cable	1	3,600	13-Apr-2024	28-May-2024
			2	2,400	29-May-2024	10-Oct-2024

#### Product Specification for 4 Core Internal Compensating Cable

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

#### विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:

1. <a href="#">SpecificationDocument1</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/37/85/288/CatalogAttrs/SpecificationDocument/2024/2/2/2024_02_02_16_51_05_isp_4_core_compensating_cable_2024-02-02-16-51-14_014262240e6ec58c517ee0a41f4d8836.pdf
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#### खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

1. <a href="#">SpecificationDocument</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/1057228/54/78/703/CatalogAttrs/SpecificationDocument/2024/2/29/item_01_2024-02-29-11-38-37_f47490dc619409b4c84c6ca83d08d9f3.pdf
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#### ईपीबीजी विवरण | ePBG Detail

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

#### 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-

- 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 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 Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.

d. Copy of EFT Mandate duly certified by Bank.

**2.3 Generic**

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

**2.4 Generic**

Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

**2.5 Generic**

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

**2.6 Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

**2.7 Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

**2.8 Scope of Supply:**

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

**2.9 Purchase Preference (Centre):**

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

**2.10 Purchase Preference (Centre):**

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

**2.11 Buyer Added Bid Specific ATC:**

Buyer Added text based ATC clauses

1. Warranty/Guarantee Certificate To Accompany Supply. i.e. "12 months from the date of commissioning

or 18 months from the date of supply whichever is earlier."

2. L1 bidder needs to obtain approval of Sample cables(50m each minimum) for both the items from user

Department prior to bulk supply.

3. Cable test certificates should be from reputed international test house/ Government approved test house

e/ NABL accredited lab.

4. Bidder awarded contract should provide original bill in triplicate along with supply of materials

5. Inspection to be done at MM Stores jointly by User Department and MM Department. Warranty/Guarantee Certificate to Accompany Supply.

6. Material shall be delivered to consignee with full tare vehicle or through TCI/ ARC/ Gati transporters.

7. Our Standard incoterm FOS Burnpur works.

8. Risk Purchase Clause : If the Supplier fails to deliver the stores either in full or in part, within the prescribed delivery period, the Purchaser shall be entitled at his option to take alternate procurement action, at the risk & cost of the supplier for the unsupplied portion of the goods / items for which delivery has expired without cancelling the contract in respect of the stores not yet due for delivery, or to cancel the contract based on progress of work, including stores not due for delivery, and, if thought fit/necessary, to purchase the stores at the risk and cost of the Supplier. The price differential in case of higher cost to SAIL, if any, shall have to be borne by the defaulting supplier. Moreover the defaulting supplier shall have no claim over the quantity,

9. Annexure must be confirmed by the bidder with their supporting documents along with offer.

2.12 *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।

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