

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687794076899

अनुबंध तिथि | Generated Date : 15-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4485003](#)

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 : MANAGER P संपर्क नंबर Contact No. : 022-25522536- ईमेल आईडी Email ID : buyer8.cmft.mh@gembuyer.in जीएसटीआईएन GSTIN : - 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 : DGM (Corporate) वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : DGM (Corporate)	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 : MHSF210002101317 कंपनी का नाम Company Name : ANDERSON GREENWOOD CROSBY SANMAR LIMITED संपर्क नंबर Contact No. : 09710904500 ईमेल आईडी Email ID : rv25@sanmargroup.com पता Address : 88/1B,ANDERSON GREENWOOD CROSBY SANMAR LIMITED,VADUGAPATTI VILLAGE,VIRALIMALAI, Pudukkottai, TAMIL NADU-621316, - एमएसएमई सत्यापित MSME verified : No एमएसएमई पंजीकरण संख्या MSME Registration number : - जीएसटीआईएन GSTIN: 33AAACT7409H1ZH (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

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 : PRESSURE SAFETY VALVE, PSV-T105-2 ब्रांड Brand : Anderson Greenwood Crosby Sanmar Limited 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: 1 E 2 JOS-H-E-15-C-IBR एचएसएन कोड HSN Code: 84814000	1	pieces	27,622.62	जीएसटी GST (18%) : 4,213.62 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%) : 4,213.62 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (0%) : 0	27,622.62
2	उत्पाद का नाम Product Name : PRESSURE SAFETY VALVE, PSV-R103A ब्रांड Brand : Anderson Greenwood Crosby Sanmar Limited 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	1	pieces	27,622.62	जीएसटी GST (18%) : 4,213.62 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%) : 4,213.62 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (0%) : 0	27,622.62

	: BOQ (Q3) मॉडल Model: 1 D 2 JOS-H-E-15-C-IBR एचएसएन कोड HSN Code: 84814000					
3	उत्पाद का नाम Product Name : PRESSURE SAFETY VALVE, PSV-R103B ब्रांड Brand : Anderson Greenwood Crosby Sanmar Limited 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: 1 D 2 JOS-H-E-15-C-IBR एचएसएन कोड HSN Code: 84814000	1	pieces	27,622.62	जीएसटी GST (18%) : 4,213.62 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%) : 4,213.62 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (0%) : 0	27,622.62
4	उत्पाद का नाम Product Name : PRESSURE SAFETY VALVE, PSV-R106A-2 ब्रांड Brand : Anderson Greenwood Crosby Sanmar Limited 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: 1 E 2 JOS-H-E-15-C-IBR एचएसएन कोड HSN Code: 84814000	1	pieces	27,622.62	जीएसटी GST (18%) : 4,213.62 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%) : 4,213.62 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (0%) : 0	27,622.62
5	उत्पाद का नाम Product Name : PRESSURE SAFETY VALVE, PSV-R106B-2 ब्रांड Brand : Anderson Greenwood Crosby Sanmar Limited 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: 1 E 2 JOS-H-E-15-C-IBR एचएसएन कोड HSN Code: 84814000	1	pieces	27,622.62	जीएसटी GST (18%) : 4,213.62 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%) : 4,213.62 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (0%) : 0	27,622.62
6	उत्पाद का नाम Product Name : PRESSURE SAFETY VALVE, PSV-R106C-2 ब्रांड Brand : Anderson Greenwood Crosby Sanmar Limited 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: 1 E 2 JOS-H-E-15-C-IBR एचएसएन कोड HSN Code: 84814000	1	pieces	27,622.62	जीएसटी GST (18%) : 4,213.62 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%) : 4,213.62 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (0%) : 0	27,622.62
7	उत्पाद का नाम Product Name : PRESSURE SAFETY VALVE, PSV-R106D-2 ब्रांड Brand : Anderson Greenwood Crosby Sanmar Limited 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: 1 E 2 JOS-H-E-15-C-IBR एचएसएन कोड HSN Code: 84814000	1	pieces	27,622.62	जीएसटी GST (18%) : 4,213.62 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%) : 4,213.62 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (0%) : 0	27,622.62
8	उत्पाद का नाम Product Name : PRESSURE SAFETY VALVE, PSV-R106E-2 ब्रांड Brand : Anderson Greenwood Crosby Sanmar Limited 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	1	pieces	27,622.62	जीएसटी GST (18%) : 4,213.62 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%) : 4,213.62 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (0%) : 0	27,622.62

श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: 1 E 2 JOS-H-E-15-C-IBR एचएसएन कोड HSN Code: 84814000					जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (0%) : 0
9	उत्पाद का नाम Product Name : PRESSURE SAFETY VALVE, SPARE ब्रांड Brand : Anderson Greenwood Crosby Sanmar Limited 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: 1 E 2 JOS-H-E-15-C-IBR एचएसएन कोड HSN Code: 84814000	1	pieces	27,622.62	जीएसटी GST (18%) : 4,213.62 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 GST I (100%) : 4,213.62 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (0%) : 0
कुल ऑर्डर मूल्य Total Order Value (in INR)					248,603.58

परोषिती विवरण | Consignee Detail

क्र.सं. S.No	परोषिती 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 : con11.rcflr.mh@gembuyer.in संपर्क Contact : 022-25522339- जीएसटीआईएन GSTIN : - पता Address : CHIEF MANAGER STORES MAHUL ROAD RCF GATE NO 2 CHEMBUR MUMBAI, MUMBAI, MAHARASHTRA-400074, India	PRESSURE SAFETY VALVE, PSV-T105-2	-	1	15-Apr-2024	22-Jul-2024
		PRESSURE SAFETY VALVE, PSV-R103A	-	1	15-Apr-2024	22-Jul-2024
		PRESSURE SAFETY VALVE, PSV-R103B	-	1	15-Apr-2024	22-Jul-2024
		PRESSURE SAFETY VALVE, PSV-R106A-2	-	1	15-Apr-2024	22-Jul-2024
		PRESSURE SAFETY VALVE, PSV-R106B-2	-	1	15-Apr-2024	22-Jul-2024
		PRESSURE SAFETY VALVE, PSV-R106C-2	-	1	15-Apr-2024	22-Jul-2024
		PRESSURE SAFETY VALVE, PSV-R106D-2	-	1	15-Apr-2024	22-Jul-2024
		PRESSURE SAFETY VALVE, PSV-R106E-2	-	1	15-Apr-2024	22-Jul-2024
		PRESSURE SAFETY VALVE, SPARE	-	1	15-Apr-2024	22-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](#)

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.

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.

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](#)

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.

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.

विनिर्देश | Specification7

[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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विनिर्देश | Specification8

[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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विनिर्देश | Specification9

[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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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

1. 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.

2. 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.
3. 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.
4. 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.
5. 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 Generic

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

2.3 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.

2.4 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.

2.5 Scope of Supply:

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

2.6 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.

2.7 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

RCF Buyer Details: Mr. Sunny B. Tondale (Tel:+91 022 2552 2536), e-mail: sbtondale@rcftd.com

IMPORTANT INSTRUCTIONS FOR BIDDERS:

1. Bidders shall ensure that all documents related to RCF Technical Specifications and Pre-Qu alification (Technical or Commercial) are submitted at the first instance itself along with the offer. RCF reserves the right to summarily reject any bid for not complying with this condition. In such scenario, no further correspondence with the bidder shall be entertained. Non-acceptance or deviation with reference to the terms and conditions of GeM Bid may result in rejection of offer.
2. This is an Input Tax Credit (ITC) enabled enquiry.
 1. Bidder shall ensure that the quoted price is inclusive of GST, packing forwarding, and freight charges on FOR RCF site delivery basis. Bidder shall be solely responsible for the price/s quoted by him and no communication in this regard shall be entertained after bid opening.
 2. Bidders are advised to carefully examine the applicability of 'CESS' for the offered product. In case, 'CESS' is not applicable for the offered product but the bidder quotes 'CESS' then the 'basic cost' will be arrived after deducting the 'CESS' component from the 'offered price' and outcome of such calculation shall be binding on the bidder.

3. Bidders are advised to ensure that GST registration details are updated in GEM portal before submitting the offer. GEM portal will decide the Rank of bidders based on the GST registration status. Benefits of ITC shall not be passed on to unregistered bidders and such bidders will have to absorb applicable taxes and duties as the case may be. No communication in this regard shall be entertained in this regard.

3. Submission of offer against this Enquiry will essentially mean acceptance of terms & conditions mentioned in the enquiry in TOTO, including all the attached Annexures of Buyer Added Bid Specific ATC document. Any deviation shall lead to outright rejection of the offer.

4. Check list for Document submission:

S.N.	List of Documents	Document Type	Applicable / Not applicable
1	Please submit duly filled, signed and stamped copy of FORMAT - I - Vendor Updation Form	Desirable	Applicable
2	Please submit relevant documents against Technical Pre-qualification Criteria	Mandatory	Applicable
3	Please submit duly filled, signed and stamped copy of technical specifications attached in the buyer specification document in support of acceptance of all the technical specifications.	Mandatory	Applicable

5. Technical Pre-qualification Criteria:

i) Vendor shall be OEM (Original Equipment Manufacturer)/Authorized Dealer for the offered Safety valves in India. (To be submitted on letter head with address of manufacturing facility). Authorized dealer shall submit valid authorization letter from OEM.

ii) Past Performance / Experience:

(a) Vendor shall have experience of Supply of similar Safety valves in complete continuous process plant in Fertilizers, Chemicals, Oil & Gas or Refinery in India. As a proof, vendor shall submit reference purchase orders (minimum 1 no) executed during last 7 years, ending last day of month previous to the one in which applications are invited.

(b) Vendor shall have valid UV code certificate for quoted safety valve model (To be submitted along with the offer).

6. Delivery period:

Overall Delivery period shall be 12 - 14 weeks from the date of PO. Offer of bidder having delivery period more than this shall be rejected. However, bidder shall agree to supply 3 Nos. safety valves as per RCF requirement within 6 - 8 weeks from date of PO.

7. Payment Terms shall be as follows:

100% Payment along with 100% taxes and duties on pro-rata basis will be released within ten (10) days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of supply bills.

8. Disputes and Arbitration Clause (between CPSEs inter-se and Government Departments/Organizations):

In the event of any dispute or difference relating to the interpretation and application of th

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 relating to Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

9. Limitation of Liability:

Notwithstanding anything contained elsewhere in CONTRACT/Purchase order or implied to the contrary, the aggregate total liability of Supplier under the CONTRACT/Purchase order or otherwise shall be limited to 100% of CONTRACT / ORDER price. However, this excludes the liability on account of (a) infringement of any Patent Rights; and (b) violation/breach of performance that represents according to applicable law a case of criminal offense.

10. Consequential Damages:

Notwithstanding anything contained elsewhere in purchase order or implied to the contrary:

- a) Seller shall, in no circumstances, be liable in respect of any indirect or consequential loss or loss of profit suffered by Buyer in connection with or arising out of performance of work under the purchase order.
- b) Buyer shall, in no circumstances, be liable in respect of any indirect or consequential loss or loss of profit suffered by Seller in connection with or arising out of performance of work by Seller under the purchase order.

11. Right of cancellation of CONTRACT clause:

RCF reserves the right to cancel this CONTRACT or any part thereof and shall be entitled to rescind the CONTRACT wholly or in part forthwith by a written notice to the CONTRACTOR if:

- The CONTRACTOR does not adhere to any terms and conditions of the CONTRACT including General & Special, Terms & Conditions.
- The CONTRACTOR fails to execute the job in time.
- The quality of the supply/part supply received is poor or not in conformity with the requirement.
- The CONTRACTOR attempts for any corrupt practices.
- The CONTRACTOR becomes bankrupt or goes into liquidation.
- The CONTRACTOR makes a general assignment for the benefit of creditors.
- A receiver is appointed for any of the property owned by the contractor.
- Upon receipt of said cancellation notice; the CONTRACTOR shall discontinue all work on the CONTRACT and matters concerned with it.
- RCF in that event will be entitled to get the job executed from any sources and recover the excess payment over the CONTRACTOR'S agreed price, if any, from the CONTRACTOR.
- RCF also reserves the right to cancel the CONTRACT due to Force Measure conditions and the CONTRACTOR will have no claim of compensation whatsoever.

12. Termination of CONTRACT for Convenience clause:

RCF may by written notice sent to the CONTRACTOR, terminate the CONTRACT, in whole or in part, at any time for their convenience. The Notice of termination shall specify that termination is for RCF's convenience, the extent to which performance of work under the CONTRACT is terminated and date upon which such termination becomes effective.

The work that is complete, at the time of receipt of notice of termination shall be taken over by RCF at the CONTRACT terms and prices.

For the balance work RCF may opt:

- a) to have any portion completed at the CONTRACT terms and conditions.
- b) to cancel the reminder and pay the CONTRACTOR an agreed amount for material brought to site for execution of work.

2.8 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.