

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687709555593

अनुबंध तिथि | Generated Date : 18-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4387756](#)

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्रकार   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 : USERMMPUR संपर्क नंबर   Contact No. : - ईमेल आईडी   Email ID : buyer87.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 : DM वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : DM	Role: PAO भुगतान का तरीका   Payment Mode: Offline पद   Designation : USER1FINACC ईमेल आईडी   Email ID : pao28.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 : 6FB7200001200137 कंपनी का नाम   Company Name : SILCARB RECRYSTALLIZED PRIVATE LIMITED संपर्क नंबर   Contact No. : 09741165652 ईमेल आईडी   Email ID : admin@silcarb.com पता   Address : No 38, (Old No 63), 17th cross, MALLESHWARAM, MALLESHWARAM, bangalore, karnataka-560055, - एमएसएमई सत्यापित   MSME verified : Yes एमएसएमई पंजीकरण संख्या   MSME Registration number : UDYAM-KR-03-0042215 एमएसएमई सामाजिक श्रेणी   MSE Social Category : General एमएसएमई लिंग श्रेणी   MSE Gender : Male जीएसटीआईएन   GSTIN : 29AABCS9826L1ZO (B) , (R) , (M)

\*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 : MOLYBDENUM DISILICIDE HEATING ELEMENTS 6/12 ब्रांड   Brand : SILCARB 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 चतुर्थांश   Category Name & Quadrant : MOLYBDENUM DISILICIDE HEATING ELEMENTS 6/12 (Q3) मॉडल   Model: MOSI6/12 एचएसएन कोड   HSN Code: 85149000	6	pieces	16,520	NA	99,120
कुल ऑर्डर मूल्य   Total Order Value (in INR)						99,120

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 : con38.rinl.ap@gembuyer.in					

1	संपर्क   Contact : 891-2423862- जीएसटीआईएन   GSTIN : 37AABCR0435L1ZD पता   Address : CENTRAL STORES BUILDING VISAKHAPATNAM STEEL PLANT, VISAKHAPATNAM, ANDHRA PRADESH-530031, India	MOLYBDENUM DISILICIDE HEATING ELEMENTS 6/12	-	6	18-Apr-2024	02-Jun-2024
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### Product Specification for MOLYBDENUM DISILICIDE HEATING ELEMENTS 6/12

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/25/84/484/CatalogAttrs/SpecificationDocument/2024/1/1/2024_01_01_13_07_16_tech_2024-01-01-13-07-18_c704a15af7b3196e0ec9b002d26eee84.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/10427948/54/78/703/CatalogAttrs/SpecificationDocument/2023/12/13/rinl_specification_for_custom_bid_2023-12-13-11-50-03_675aca6c183b6201ecdf2749a95fdede.pdf
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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

### ATC (ADDITIONAL TERMS AND CONDITIONS) FOR GEM BID

**Inspection: Material shall be inspected by VSPs RECEIPT INSPECTION CELL (RIC) at VSP Stores.**

**Delivery Schedule: As per the bid document. However, RINL-VSP reserves the right to revise the delivery schedule, depending on VSPs production requirements and storage capacity, without any change in price, terms and conditions of PO.**

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

### **Number of Sources: 01 (One)**

**The intended Number of Sources is One, subject to Purchase Preference to eligible MSEs and Make-In-India suppliers as per buyer policy; subject to matching L1 price by any of the tenderers from L2 onwards in the order of ranking. If none of the L2 tenderers onwards matches the L1 price, then full tendered quantity may be ordered on the L1 tenderer.**

### **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.**

**For the purpose of this Bid, the Order of preference (Public Procurement Policy (PPP) & Make in India (MII)) is as under:**

- a) Local MSEs - Till the total quantity on Local MSEs equals or exceeds 67%.**
- b) AIMSEs - Till the total quantity on AIMSEs (including Local MSEs) equals or exceed 33%.**

c) MII Class 1 Local Suppliers - Till the total quantity on Class 1 Suppliers equals or exceeds 50%

d) Others (including MSEs/Non MSEs/ MII/ non MII) in the order of ranking

In case the quantity offered to Local MSE(s) as per distribution table do(es) not match the L-1 LNIP price, the quantity will be offered to eligible AIMSE; if either of eligible Local MSE or AIMSE do(es) not match the L-1 LNIP price, the quantity will be offered to eligible MII Class 1 Local Supplier. In case none of the above matches the L-1 LNIP price, the quantity will be offered to others in order of their ranking. If no one matches L-1 price, the full bid quantity shall be placed on the L-1 bidder.

**Price Firmness:** Price shall be quoted in Rs. PER NUMBER for supply on FOR VSP Stores basis (inclusive of Material price, Freight, transit insurance, taxes / GST, etc.) and the price finalized shall remain firm till completion of supplies.

GST shall be applicable on all penalties (like Liquidated Damages, penalties for variation in material specification, Risk purchase recovery, shortages, penalty for late lifting/ delivery, forfeiture of EMD / PG Bond/ Security Deposit 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.

**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 tender or any other tender or all the tenders;
- b) To accept any tender in full or in part quantity;
- c) To reject the offers not conforming to the tender terms and
- d) To accord Purchase preference to Public Sector Undertakings wherever applicable as per Government policy/ Guidelines.
- e) To extend purchase preference to Local & Non-Local SSIs / MSEs (Micro and Small Enterprises), subject to submission of documents as stipulated.

**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). Payment shall be released on 60<sup>th</sup> day (21<sup>st</sup> day for Local Micro and Small enterprises and 4<sup>th</sup> day for non-local MSEs, subject to submission of documents as stipulated for availing MSE benefits) from the date of acceptance of material at VSP (i.e. GARN date).

Payment shall be made by NEFT/RTGS mode or such other mode of electronic fund transfer offered by banks. Tenderers must furnish the required bank account details to VSP in prescribed proforma so that the same can be updated in VSP's database.

**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.

- J). **Weightment:** All the trucks shall be weighed at destination i.e., at VSP's weighbridge. The weight recorded at VSP weighbridge or in L/R or in Supplier's Invoice/Packing List, whichever is lower, shall be the basis for goods acceptance and payment.
- K). **Liquidated Damages:** Shall be as per GeM GTC clause no. 15. (iii) with following addition/modification: subject to a maximum of 10% of value of such consignments, excluding Taxes. For levy of LD in case of late delivery, date of receipt of material by RINL-VSP Stores along with necessary documents shall be considered as date of delivery, subject to acceptance of material by RINL-VSP after inspection:-

**Establishment of Credibility of Non-Enlisted/Non-Assessed Vendors:** If a tenderer who responds to this Bid is presently not enlisted/assessed with RINL-VSP as an approved vendor for Heating elements (Molybdenum Disilicide), has to upload the following documents in their offer on GeM.

- (a) Notarized Statutory manufacturing / service industry registration certificate, i.e., Udyam Registration / Udyog Aadhar Memorandum / EM- Part II issued by DIC / NSIC registration certificate 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.

- (b) Notarized Copy of Proprietary / Partnership deeds in case of Proprietary / Partnership firms.
- (c) 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.
- (d) Self-attested financial worth and audited financial statements (Balance Sheet and Profit & Loss Statement) for the last three (3) financial years.

Self- attested copies of Purchase Orders / Contracts executed in the last 7 years for this item Heating elements (Molybdenum Disilicide) to any Steel Plant or other Customer.

(e) Self-certified ISO certificate, if any.

**12. Conditions for availing MSE Benefits:**

- (a) The stipulated MSE benefits like EMD/BSD exemption, 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.
- (b) The criteria for classification of Micro, Small and Medium 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.
- (c) 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 Acknowledgement Part-II / Udyog Aadhar Memorandum / Udyam Registration Certificate for the tendered item / item category for which they are registered, for availing the relevant benefits as stipulated.
- (d) Documents to be submitted from the following to avail benefits by Local MSEs near RINL:
  - (i) District Industries Centre of Visakhapatnam.
  - (ii) District Industries Centre of Srikakulam /Vizianagaram / East Godavari district i.e. units located within 200 kms of road distance of Visakhapatnam Steel Plant and falling under the Jurisdiction of respective District Industries Centre.
  - (iii) NSIC registered units and other MSEs falling within the above jurisdictions i.e. in (i) or (ii) above.

**13. Documents To Be Uploaded: by the bidder/seller during bid participation in GeM:**

- i) This Bid Document, Specification Sheet, Bid attached/linked documents, Bid Corrigendum, if any, duly signed and stamped by bidder on all pages, confirming acceptance.
- ii) Credentials of the Bidder as mentioned at Clause 12 of this Bid.
- iii) Bidders must select the MSE option to claim MSE benefits while submitting the offer on GeM itself and upload their Udyam Registration for same/similar category of item(s) as per terms & conditions of this Bid.
- iv) Self declaration for Local Content as per Make In India (MII) policy.
- v) Authorization Certificate from original manufacturer, duly signed and stamped, to be submitted by bidders in prescribed format mentioned at para 17 (vii) above.

**14. Guarantee: Supplies are to be guaranteed for 12 (twelve) months from the date of use or 18 (eighteen) months from the date of receipt and acceptance, whichever is earlier.**

**15. 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 Acceptance to Tender 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 Acceptance to Tender 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.

**16. Risk Purchase:**

The PURCHASER reserves the right to take Risk Purchase action at the cost and risk of the SELLER, in case he fails to deliver the materials in the specified schedule and the differential cost shall be recovered. The cancellation of the Purchase Order as stated above may be either for whole or part of the Purchase Order at PURCHASER's option. In the event of the PURCHASER terminating the Purchase Order in whole or in part, he may procure, on such terms and in such manner as he deems appropriate, supplies similar to those so terminated and the SELLER shall be liable to the PURCHASER for any excess costs for such similar supplies. However, in case of part termination of Purchase Order by the PURCHASER, the SELLER shall continue the performance of the Acceptance to Tender to the extent it is not terminated under the provisions of this Clause.

**17. Recovery of Sums Due:**

Whenever under this Acceptance to Tender any sum of money is recoverable from and payable by the SELLER, the PURCHASER shall be entitled to deduct such sum from any amount then found payable to the SELLER by the PURCHASER or which at any time thereafter may be found to be payable to the SELLER by the PURCHASER under this or any other Purchase Order with the PURCHASER. Should this sum be not sufficient to cover the full amount recoverable, the SELLER shall pay to the PURCHASER on demand the remaining balance amount. This action shall be without prejudice to the right of the PURCHASER to take legal action against the SELLER for the breach of the Purchase Order.

**18. Revenue Policy Of Gem: Transaction charges shall be levied by GeM as per Revenue Policy of GeM w.e.f. 01.06.2020 available in GeM website under Terms and Conditions >> Sellers >> Revenue policy of GeM.**

9. **Input Tax Credit:** The successful Tenderer/Supplier shall dispatch materials on door delivery basis against GST Invoice which shall be handed over to RINL/VSP for availing Input Tax Credit as per the GST Act. In case of non-submission of relevant documents by the successful Tenderer/Supplier due to which, RINL/VSP cannot avail Input Tax Credit, the amount equivalent to the loss of Input Tax Credit along with applicable Interest as per the GST Act, shall be recovered from the amount due to them. The Suppliers/Vendors shall upload the details of Tax Invoices raised by them on RINL/VSP in the monthly return (GSTR-1) of the month in which Invoices are raised i.e., by 10th of subsequent month / as extended by the Government.

In case of incorrect details/information (or) invalid/false documents furnished by the Tenderers in respect of GST, the consequential loss/consequence and Financial Implications, if any, as per the GST Act, shall be to the Tenderer's account.

The Vendor/Supplier/Contractor shall comply with all necessary Statutory compliances including but not limited to providing GST Invoices or other Documentation as per GST Law relating to the above Supply/Services to RINL, uploading the details of the Invoice, Payment of Taxes, Timely filing of valid Statutory Returns for the Tax Period in the Goods and Services Tax Portal. In case the Input Tax Credit of GST is denied or demand is recovered from RINL on account of any act of the Vendor/Supplier, including but not limited to non-payment of GST charged and recovered, non-generation of E-Way Bill, non-filing of Returns, non-uploading/improper uploading of valid invoices raised on RINL in the Returns, etc., the Vendor/Supplier/Contractor shall indemnify RINL in respect of all Claims of Tax, Penalty and/or Interest, Loss, Damages, Costs, Expenses and Liability that may arise due to such non-compliance.

Such amount shall be recovered from any Payments due to the Vendor/Supplier/Contractor or from Security Deposit or any other amount available with RINL in the same Contract or in any other Contracts including future Contracts. If any Tax has been paid by the Vendor/Supplier/Contractor in pursuance of any demand on account of suppression, fraud or wilful misstatements of facts; then, the same shall not be passed on to RINL through Debit Notes or Invoices or Supplementary Invoices.

9. **Transportation:** Transportation of the material is the responsibility of SUPPLIER up to VSP's Stores. Any transit breakage/damage shall be to supplier's account.

10. **This Bid ATC supplements/supersedes GeM GTC.**

## 22. Illustration for Quantity Distribution.

Sl. No	No of sources required	1(One)
1.1	Where L1 is Local MSE & MII Cls1	2/3 - L1 Local MSE&MII Cls1
		1/3 - Others
1.2	Where L1 is Local MSE & Non MII Cls1	2/3 - L1 Local MSE
		1/3 - MII Cls1
2	Where L1 is AIMSE & MII Cls1	
	A	In case there is/are eligible Local MSE/s
		2/3 - Local MSE
	B	In case there is no eligible Local MSE
1/3 - L1 AIMSE & MII Cls1		
2.1	Where L1 is AIMSE & Non MII Cls1	
	A	In case there is/are eligible Local MSE/s
		2/3 - Local MSE
	B	In case there is no eligible Local MSE
1/3 - L1 AIMSE		
3	Where L1 is MII Cls1 & Non MSE	
	A	In case there is/are eligible Local MSE/s
		2/3 -L1 AIMSE
	B	In case there is no eligible Local MSE but there is/are eligible AIMSE/s
1/3 - MII Cls1		
3	Where L1 is MII Cls1 & Non MSE	
	A	In case there is/are eligible Local MSE/s
		2/3 - Local MSE
	B	In case there is no eligible Local MSE but there is/are eligible AIMSE/s
1/3 - L1 MII Cls1 & Non MSE		
B	In case there is no eligible Local MSE but there is/are eligible AIMSE/s	2/3 - L1 MII Cls1 & Non MSE
		1/3 - AIMSE

				2/3 - L1 MII Cls1 & Non MSE
		<b>C</b>	<b>In case there is no eligible Local MSE or AIMSE</b>	1/3 - Others
<b>3.1</b>		<b>Where L1 is Non-MSE &amp; Non MII Cls1</b>		
	<b>A</b>	<b>In case there is/are eligible Local MSE/s</b>		2/3 - Local MSE
				1/3 - L1 Non-MSE & Non MII Cls1
	<b>B</b>	<b>In case there is no eligible Local MSE but there is/are eligible AIMSE/s</b>		2/3 - L1 Non-MSE & Non MII Cls1
				1/3 - AIMSE
	<b>C</b>	<b>In case there is no eligible Local MSE or AIMSE</b>		2/3 -L1 Non-MSE & Non MII Cls1
				1/3 - MII Cls1
<p><b>*MII Cls1: Make in India Class-1 Local Supplier,</b></p> <p><b>*AIMSE: All India MSE</b></p>				
<p>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।</p> <p>Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.</p>				