

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687753683985

अनुबंध तिथि | Generated Date : 19-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4473015](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्ररूप 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 : ASST MANAGER PUR संपर्क नंबर Contact No. : - ईमेल आईडी Email ID : buyer4.rinl.vskp@gembuyer.in जीएसटीआईएन GSTIN : 37AABCR0435L1ZD 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 : E-6 वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : E-6	Role: PAO भुगतान का तरीका Payment Mode: Offline पद Designation : SR MGR FINANCE ईमेल आईडी Email ID : pao22.rinl.vskp@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 : 8C88200001205502 कंपनी का नाम Company Name : L D BHATTAR & CO संपर्क नंबर Contact No. : 09831191311 ईमेल आईडी Email ID : bhattargroups@gmail.com पता Address : P-40, INDIA EXCHANGE PLACE,,EZRA STREET,DALHOUSIE,EZRA STREET, Kolkata, WEST BENGAL-700001, - एमएसएमई सत्यापित MSME verified : No एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-WB-10-0005202 एमएसएमई सामाजिक श्रेणी MSE Social Category : General एमएसएमई लिंग श्रेणी MSE Gender : Male जीएसटीआईएन GSTIN : 19AAGFL2593K1ZT (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 : WATER COOLED POWER CABLE 4400SQMM ब्रांड Brand : LDB 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 : WATER COOLED POWER CABLE 4400SQMM (Q3) मॉडल Model: WATER COOLED POWER CABLE एचएसएन कोड HSN Code: 8544	2	pieces	903,050	NA	1,806,100
कुल ऑर्डर मूल्य Total Order Value (in INR)						1,806,100

परोक्षी विवरण Consignee Detail						
क्र.सं. S.No	परोक्षी 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 : con38.rinl.ap@gembuyer.in संपर्क Contact : 891-2423862- जीएसटीआईएन GSTIN : 37AABCR0435L1ZD पता Address : CENTRAL STORES BUILDING VISAKHAPATNAM STEEL	WATER COOLED POWER CABLE 4400SQMM	-	2	19-Apr-2024	16-Oct-2024

PLANT,
VISAKHAPATNAM, ANDHRA PRADESH-530031, India

Product Specification for WATER COOLED POWER CABLE 4400SQMM

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/51/66/680/CatalogAttrs/SpecificationDocument/2024/1/30/2024_01_30_12_36_48_tech_spec_2024-01-30-12-37-03_637507ef1e0fe71b73ccf6e35a98ba75.pdf
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खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/7560942/54/78/703/CatalogAttrs/SpecificationDocument/2024/1/10/pr_20035404_water_cooled_cable_spec_gem_2024-01-10-14-45-59_a9e6735cc010abe3f60077e46360ea82.pdf
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शुद्धिपत्र | Corrigendum

- तक बढ़ाया गया | Extended Upto : 2024-02-17 12:00:00
- तक बढ़ाया गया | Extended Upto : 2024-02-29 12:00:00

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-

- 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:

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 Scope of Supply:

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

2.3 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

GEM ATC

Contact Details: Please use email ID: keerthicoca@vizagsteel.com for any communication regarding this bid.

1. Documents required:

- Seller shall upload signed stamped document, accepting the Technical specification mentioned in the tender.
- If a dealer/distributor/channel partner etc. is quoting on behalf of a manufacturer, authorization certificate from the principal firm has to be submitted along with the offer.
- This Bid ATC duly signed and stamped by bidder on all pages.
- Documents for claiming MSE benefits, in case of MSEs, as per terms and cond of this Bid.
- Documents for claiming MII benefits.
- Bidder to specify make/ model and upload technical catalogue/brochures etc. wherever applicable in the offer. Supply of other than offered make/model will be summarily rejected.

2. 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 60 th 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).

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 form so that the same can be updated in VSP's database.

3. 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."

4. 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. EMD/ 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

e 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 ere 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 come 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 barred 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 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.

5. 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.

6. Risk Purchase:

The PURCHASER reserves the right to take Risk Purchase action at the cost and risk of the SELLER, in case the 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.

7. Inspection:

Pre-dispatch inspection is applicable.

The supplier shall furnish the inspection call along with all the internal test reports as well as other test certificates at least 15 (fifteen) days in advance of the scheduled delivery date, to enable the PURCHASER to examine the same and carry out inspection at the suppliers premises. The dispatch of stores by the suppliers shall be only after receipt of accepted inspection note/ certificate.

8. Right to Reject Tenders:

RINL/VSP does not pledge itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender or portion of the quantity tendered and may supply the same at the rate quoted.

9. Prices:

The quoted price should include all the costs like GST, freight, transit insurance etc. up to the destination. If any of the components are quoted extra, the offer shall be rejected and no further negotiations will be entertained.

10. 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.

11. Delivery Schedule & Quantity:

As per Bid Document. However, RINL-VSP reserves the right to revise the delivery schedules, depending on VSP 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.

12. Conditions for Availing MSE Benefits:

a) The stipulated MSE benefits like EMD exemption, Purchase Preference and shorter credit Payment terms can be availed only by Manufacturers of tendered item (or) 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 / Udyam Registration 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 100 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.

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.

13. Price Firmness:

The price finalized shall remain firm till completion of supplies. Any new taxes and duties and any changes in taxes and duties during the original contractual delivery period shall be reimbursed at actuals based on the documents evidencing the taxes and duties applicable on the date of supply as well as the due date for submission of tender. Any new taxes and duties and any changes in taxes and duties beyond the contractual delivery period shall be borne by the successful tenderer.

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.

14. 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.

15. 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 their 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 consequences 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 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 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 Payment 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 willful misstatements of facts; then, the same shall not be passed on to RINL through Debit Notes or Invoices or Supplemental Invoices.

16. Transportation:

Transportation of the material is the responsibility of SUPPLIER up to VSPs Stores. Any transit breakage damage shall be to suppliers account.

17. Validity of offer:

Tenderers shall keep their offer valid for acceptance by RINL/VSP for a period of at least 150 days from the actual date of tender opening i.e. scheduled due date or extended due date, whichever is later.

18. All other terms and conditions shall be as per Detailed Terms And Conditions Of Invitation To Supply Tender which are available at our web site www.vizagsteel.com (Both are available at www.vizagsteel.com à Tenders à MM à Detailed terms and conditions of Invitation to Tender (ITT). Any Contradiction between the terms in this Bid ATC and ITT, the terms in this Bid ATC shall prevail to the extent of such contradiction.

This Bid ATC supersedes GeM GTC.

The tenderers should refer to GeM portal regularly for any corrigendum.

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.