अनुबंध|Contract



अनुबंध क्रमांक | Contract No: GEMC-511687788828231

अनुबंध तिथि | Generated Date: 25-Apr-2024

बोली/आरए/पीबीपी संख्या|Bid/RA/PBP No.: <u>GEM/2023/B/4197812</u>

अनुसूची नाम | Schedule Name: Schedule 7

संगठन विवरण|Organisation Details

प्ररूप|Type : Central PSU

Ministry of Chemicals and Fertilizers मंत्रालय | Ministry :

विभाग|Department: Department of Fertilizers

संगठन का नाम|Organisation Name : Rashtriya Chemicals and Fertilizers Limited (RCF)

कार्यालय क्षेत्र|Office Zone: Trombay Unit खरीदार विवरण|Buyer Details

पद|Designation : DY MANAGER BAG PURCHASE

संपर्क नंबर | Contact No.: 022-25522667-2667

ईमेल आईडी|Email ID : buyer92.rcflr.mh@gembuyer.in

जीएसटीआईएन|GSTIN: 27AAACR2831H1ZK

PRIYADARSHINI NEAR EASTERN EXPRESS HIGHWAY

पता|Address: CHEMBUR MUMBAI

MUMBAI, MAHARASHTRA-400074, India

वित्तीय स्वीकृति विवरण|Financial Approval Detail

आईएफडी सहमति|IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम|

Designation of Administrative Approval:

वित्तीय अनुमोदन का पदनाम।

Designation of Financial Approval:

भुगतान प्राधिकरण विवरण | Paying Authority Details

Role: PAO भुगतान का तरीका| Offline Payment Mode:

पद|Designation: officer payment

ईमेल आईडी|Email ID : pao1.cmft.mh@gembuyer.in

जीएसटीआईएन|GSTIN :

PRIYADARSHINI NEAR EASTERN EXPRESS HIGHWAY

पता|Address: CHEMBUR MUMBAI,

Mumbai - City, MAHARASHTRA-400074, India

विक्रैता विवरण|Seller Details

जेम विक्रैता आईडी। GeM Seller ID: E512190000810728 कंपनी का नाम|Company Name : RAHUL CHEMICALS संपर्क नंबर|Contact No.: 02222015353

ईमेल आईडी|Email ID : rahulchemicals7@gmail.com

201/22, Kesar Building Second Floor, Shamaldas Gandhi Marg, Princess Street, पता। Address :

Mumbai, Maharashtra-400002, -

एमएसएमई सत्यापित|MSME verified:

एमएसएमई पंजीकरण संख्या|MSME Registration number : UDYAM-MH-19-0102139

एमएसई सामाजिक श्रेणी|MSE Social Category : General एमएसई लिंग श्रेणी|MSE Gender :

जीएसटीआईएन|GSTIN: 27AAAFR4387B1ZB (R)

*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा|GST / Tax invoice to be raised in the name of - Consignee

ED

CM

वितरण निर्देश | Delivery Instructions : Material to be delivered at Rashtriya Chemicals and Fertilizers Ltd, Trombay Stores Dept, Mahul Road, Chembur, Mumbai 400074. Material delivery through other than Speed Post is acceptable at the RCF Trombay unit. Unloading of material in your scope.

उत्पाद विवरण | Product Details

#	आइटम विवरण Item Description	आइटम विवेरण 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 : LAB CHEM - CARBON TETRACHLORIDE - AR ब्रांड Brand : Research / Kabson 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 चतुर्थांच Category Name & Quadrant : BOQ (Q3) मॉडल Model: AR / Extra Pure एचएसएन कोड HSN Code: 29031400	12	LTRS	1,593	जीएसटी GST (18%) : 2,916 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। (100%) : 2,916 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (0%) : 0	19,116
कल	कल ऑर्डर मल्य । Total Order Value (in INR)					19.116

परेषिती विवरण|Consignee Detail

क्र.सं.	S.No	परेषिती Consignee	वस्तु Item	लॉट नंबर Lot No.	मात्रा Quantity	दिनांक के बाद डिलीवरी शुरू करना है Delivery Start After	वितेरण पूरा कब तक करना है Delivery To Be Completed By
1	l	पद Designation : - ईमेल आईडी Email ID : con9.rcflr.mh@gembuyer.in संपर्क Contact : 022-25522234- जीएसटीआईएन GSTIN : - पता Address : CHIEF MANAGER STORES MAHUL ROAD RCF GATE NO 2 CHEMBUR MUMBAI, MUMBAI, MAHARASHTRA-400074, India	LAB CHEM - CARBON TETRACHLORIDE - AR	-	12	25-Apr-2024	24-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.

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 Scope of Supply.

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

2.2 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 %.

2.3 Generic.

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

2.4 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

Purchase officer name: Rajendra Kelkar

Purchase officer email id: rskelkar@rcfltd.com

Purchase officer phone no.: 022-25522667.

IMPORTANT INSTRUCTIONS FOR BIDDERS*

- 1. Bidders shall ensure that all documents related to RCF Technical Specifications and Pre-Qualification (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 entert ained. 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.
 - i. 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.
 - ii. 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 'C ESS' 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.
 - iii. 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 e 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 Bu yer Added Bid Specific ATC document. Any deviation shall lead to outright rejection of the offer.
- 4. Bidder shall submit duly filled, signed and stamped copy of Formats of Buyer Added Bid Specific ATC document viz.

FORMAT - I - Vendor Updation Form (Desirable document)

- 5. Delivery Period: The delivery period shall be 3 months from date of PO Placement.
- 6. Guarantee Period: The Guarantee Period shall be 12 months from the date of installation or 18 months from the date of supply, whichever is earlier.
- Unloading of material in Bidder's Scope. Material to be deliver at deliver at Rashtriya Chemicals and Fertilizers Ltd, Trombay Stores Dept, Mahul Road, Chembur, Mumbai 40 0074.
- 8. Disputes and Arbitration Clause:

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.

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 resol ved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbit ration 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.

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.

Check list for Document submission				
S.N.	List of Documents	Document Type	Applicable / Not applic able	

1	Please submit duly filled, signed and stamped copy of FORMAT – I - Vendor Upd ation Form	Desirable	Applicable	
2	Please submit duly filled, signed and stamped copy of Buyer Specification Document attached in the Technical Specifications Document in support of acceptance of all the technical specifications.	Mandatory	Applicable	
3	Please submit MSE Udyam registration certificate as per ANNEX – IV - Benefits to Micro and Small Enterprises if bidder is manufacturer of the offered product.	Mandatory	Applicable	

2.5 Buyer Added Bid Specific ATC:

Buyer uploaded ATC document <u>Click here to view the file</u>.

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिट 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.