

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687733582693

अनुबंध तिथि | Generated Date : 30-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4548865](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्रकार Type : Central PSU मंत्रालय Ministry : Ministry of Steel विभाग Department : Steel Authority of India Limited संगठन का नाम Organisation Name : Bokaro Steel Plant कार्यालय क्षेत्र Office Zone : BSLP61	पद Designation : Rupam Kumari संपर्क नंबर Contact No. : -8986875604 ईमेल आईडी Email ID : buyer74.sail.bokaro@gembuyer.in जीएसटीआईएन GSTIN : - पता Address : Asstt Mgr Purchase, Room No B 313, Purchase Department Ispat Bhawan, Bokaro Steel Plant, BOKARO, JHARKHAND-827001, India

वित्तीय स्वीकृति विवरण Financial Approval Detail	भुगतान प्राधिकरण विवरण Paying Authority Details
आईएफडी सहमति IFD Concurrence : Yes प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval : EXECUTIVE DIRECTOR वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : EXECUTIVE DIRECTOR	Role: PAO भुगतान का तरीका Payment Mode: Offline पद Designation : Assistant Manager ईमेल आईडी Email ID : pao1.sail.bokaro@gembuyer.in जीएसटीआईएन GSTIN : - पता Address : DGM(Stores), Stores Department, Steel Gate, Gate No.-9, Bokaro Steel Plant, Bokaro Steel City-827001, Jharkhand, Bokaro, JHARKHAND-827001, India

विक्रेता विवरण Seller Details
जेम विक्रेता आईडी GeM Seller ID : 4BF7200001222177 कंपनी का नाम Company Name : KOTHARI METALS LTD संपर्क नंबर Contact No. : 09830106557 ईमेल आईडी Email ID : sales@kotharimetals.in पता Address : 20/1,KOTHARI MANSION,Kothari Mansion,Alipore, Kolkata, West Bengal-700027, - एमएसएमई पंजीकरण संख्या MSME Registration number : - जीएसटीआईएन GSTIN: 19AABCK0820C1Z4 (R)

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

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 : Ferro Boron ब्रांड Brand : NA 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 : Ferro Boron (Q3) मॉडल Model: Unbranded एचएसएन कोड HSN Code: 72029931	65	metric tonne	297,360	जीएसटी GST (18%) : 2,948,400 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%) : 2,948,400 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (0%) : 0	19,328,400
कुल ऑर्डर मूल्य Total Order Value (in INR)						19,328,400

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	10	02-May-2024	30-May-2024	

1	पद Designation :- ईमेल आईडी Email ID : con1.sail.bokaro@gembuyer.in संपर्क Contact : 06542-242005- जीएसटीआईएन GSTIN :- पता Address : DGM(Stores), Stores Department, Steel Gate, Gate No.-9, Bokaro Steel Plant, Bokaro Steel City-827001, Jharkhand, BOKARO, JHARKHAND-827001, India	Ferro Boron	2	10	31-May-2024	29-Jun-2024
			3	10	30-Jun-2024	29-Jul-2024
			4	10	30-Jul-2024	28-Aug-2024
			5	10	29-Aug-2024	27-Sep-2024
			6	15	28-Sep-2024	27-Oct-2024

Product Specification for Ferro Boron

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/60/38/607/CatalogAttrs/SpecificationDocument/2022/6/28/2022_06_28_12_21_31_specification-of-ferro-boron_20_2022-06-28-12-21-36_7735965db453 1a522521dd9d57426223.pdf
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खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/909108/54/78/703/CatalogAttrs/SpecificationDocument/2024/1/29/ferro_boron_2024-01-29-18-46-00_9dcf4ca618518276653762b974b6c 23b.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-

- 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 Scope of Supply:

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

2.3 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.

2.4 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

1. ELIGIBILITY CRITERIA:

- 1)The intending tenderer must satisfy conditions as stipulated below to qualify for consideration in techno-commercial evaluation. The intending tenderer must submit documentary evidence in support of their eligibility along with techno - commercial bid, failing which the offer is

liable to be rejected.

2)The tenderer shall have requisite experience of manufacturing and/or supplying Ferro Boron to any of the PSUs/ Govt. Organizations / Public Limited Company / Joint venture company where at least one partner is Govt. organization or a PSU in any one of the last 07 years. Copies of POs & Excise / Store receipt Vouchers / User's certificate in the support shall be furnished along with their techno-commercial offers.

However, regular proven supplier of BSL for the material of tendered specification need not enclose copies of these documents. They shall instead furnish list of BSL's latest / last PO executed by them for the tendered material in any of the last seven years.

3)Average annual financial turnover of the tenderer during the last 03 years ending 31st March of the previous financial year shall be at least Rs 166.08 lakhs (limiting turnover value). Audited annual accounts for the last 03 years shall be furnished along with techno-commercial bid in support of the same.

1.1. Provision for the firm who has started business since last two years.

1.1.1. Case I

1.1.1.1. Turn over values is increasing trend then average of two turnover values must be equal to or more than the limiting turnover value of Rs. 166.08 lakhs

1.1.2. Case II

1.1.2.1. The turnover value is in decreasing trend then the lower of the two turnover values must be equal to or more than the limiting turnover value of Rs. 166.08 lakhs

3.2. Provision for the firm who has started business since last one year only

1.2.1.1. 50% of the turnover value must be equal to or more than limiting turnover value of Rs. 166.08 lakhs

1.3. For startup companies, the turnover requirement for cases above shall be equal to or more than Rs 116.25 lakhs. Tenderers will need to submit start up certificate in this regard.

4)Tenderer shall have supplied minimum 9.75 MT of Ferro Boron in any one year during the last 07 years to any of PSUs/Govt. Organizations / Public Limited Company / Joint venture Company where at least one partner is Govt. organization or a PSU. Copy of purchase order and corresponding invoices in support shall be furnished along with the techno-commercial bid.

5)The tenderer is required to submit self-attested photocopies of documents in support of their eligibility and experience along with techno-commercial bid in addition, bidder shall submit an affidavit in enclosed format (Annexure-A) declaring that the documents submitted by them are genuine.

6)BSL reserves the right to call for original documents for verification at any time during tendering, evaluation and / or the execution of the contract. In case of any documents / information submitted by bidder(s) found to be false and containing any misrepresentation of having any fraudulent declaration in it, then in such eventuality, legal action (including cancellation of contract, banning of business dealing, damages criminal proceeding etc.) as deemed fit may be initiated by BSL against the bidder.

2. CHEMICAL COMPOSITION :

Boron : 15.0% Min.

Carbon : 2.0% Max.

Silicon : 4.0% Max.

Aluminium : 6.0% Max.

Fe : Balance

SIZE 20mm to 50mm

Tolerance: + 60mm: Nil.

+ 50mm to -60mm: 10% max

-20mm to +10mm: 10% max

-10mm : Nil

NOTE:

1. Rounding off shall be done as per IS : 2-1960.

2. Applicable penalties for deviations :

2.1 Penalty for low Boron content:

2.1.1 For every point 0.1% and part, thereof decrease in Boron content below 15.0% and upto 13.0%, Penalty @ 0.4% on basic price per ton, shall be imposed.

2.1.2 Below 13.0% Boron content: Total rejection.

2.2 For high Carbon content :

2.2.1. For every point 0.1% and part, there of increase in Carbon content above 2.0% upto 3.0%, Penalty @ 0.2% of basic price per ton, shall be imposed.

2.2.2. Above 3.0% carbon content: Total rejection.

2.3 For high Silicon content:

2.3.1. For every point 0.1% and part, thereof increase in Silicon content above 4.0% and upto 6.0%, Penalty @ 0.25% of the basic price per ton, shall be imposed.

2.3.2. Above 6.0% Silicon content: Total rejection

2.4 For high Aluminium content:

2.4.1. For every point 0.1% and part, thereof increase in Aluminium content above 6.0% and up to 9.0%, Penalty @ 0.3% of the basic price per ton, shall be imposed.

2.4.2. Above 9.0% Aluminium Content: Total rejection

2.5 Size :

2.5.1. Undersize quantity

• Undersize quantity below 20mm and upto 10mm size if more than 10%, then penalty @5% of basic price/ton shall be imposed on the fraction quantity found beyond 10%.

• Size below 10mm : No Payment for the fraction quantity below 10mm.

2.5.2. Oversize quantity

• Oversize quantity above 50mm and upto 60mm size if more than 10%, then penalty @2% of basic price/ton shall be imposed on the fraction quantity found beyond 10%.

• Size above 60mm : No Payment for the fraction quantity above 60mm.

3.PACKING:

05 Kg material to be packed in durable jute bags and maximum 03 to 04 of such bags to be filled in a sealed steel drum of suitable size, and opening for easy access of bags for use.

MARKING:

Each steel drum shall be clearly marked with manufacturer's name/ Trade mark, Type and Quantity of material.

4. INSPECTION AND TESTING

The Supplier shall provide necessary MATERIAL TEST CERTIFICATE.

FINAL RECEIPT INSPECTION:

RECEIPT INSPECTION

1. VISUAL INSPECTION

2. VERIFICATION OF DOCS

3.CHECKING WITH PO SPEC.

BSL RESERVES THE RIGHT TO GET THE MATERIAL TESTED AFTER RECEIPT.

5. WEIGHMENT

All the trucks shall be weighed at destination at Bokaro Steel Plant Weighbridge(s). If the weighment at BSL for that truck is within tolerance range of minus 0.5 percent of the Supplier's Challan weight, The supplier's challan weight shall be final. If the weighment at BSL is found to be more than the Challan weight, the payment shall be restricted up to the Challan weight. In case the weighment at BSL is found to be less by more than 0.5 percent of the challan weight, the weighment found at BSL shall be final for the purpose of payment.

6. UNLOADING RESPONSIBILITY: Unloading of material by SAIL/BSL

7. PAYMENT TERMS

100 % payment shall be made for the items against GRN as per PO terms & conditions.

8. REJECTION:

Only materials conforming to the specification mentioned in the order should be Loaded. Material not conforming to the order specification beyond the penalty Limits specified in the order herein above as per destination analysis results shall stand rejected. The seller shall ensure to lift such rejected material, within 10-15 working days from the date of the destination analysis report.

In Case the seller fails to lift such material within the stipulated time, the rejected material shall lie at the risk and cost of the seller. In case the rejected materials cannot be returned at the buyer's end or the Buyer could not return the rejected material or the rejected material Consumed due

to the operational requirement of the plant, the amount of Penalty to be imposed for the purpose of commercial settlement of such Rejected material shall be mutually settled between the buyer and the seller.

9. DELIVERY SCHEDULE:

The total ordered quantity shall be supplied within a period of 06 months as per the delivery schedule of the Purchase Order.

10. 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.

11. SECURITY DEPOSIT: In the event of placement of order, the successful tenderer shall furnish Security Deposit to the extent of 3% (Three Percent) of the value of order within 21 (twenty one) days of order placement.

The tenderer shall have the option to permit SAIL/ BSL to retain an amount equivalent to Security deposit.

12. The Vendors shall also be required to submit following duly filled & signed formats along with techno-commercial bid:

- a) Undertaking by Bidder
- b) Bid Security Declaration (in lieu of EMD),
- c) Non-Collusive Tendering Certificate,
- d) Make in India Declaration (As per Govt Guidelines)
- e) Basic Information about the Vendor
- f) Affidavit (Annexure-A) –Duly Notarized affidavit on non-judicial stamp paper of Rs. 100/- (Rs. One hundred only)

Please Note : In their offer, tenderers are requested to confirm the acceptance of the technical specification, delivery, payment term and all other techno-commercial terms in line with the GEM tender.

2.5 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.