

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687728525859

अनुबंध तिथि | Generated Date : 16-May-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4860111](#)

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 : Rourkela Steel Plant कार्यालय क्षेत्र Office Zone : Materials Management Purchase	पद Designation : Senior Officer 3 संपर्क नंबर Contact No. : - ईमेल आईडी Email ID : buyer14.rsp.or@gembuyer.in जीएसटीआईएन GSTIN : - पता Address : Administrative Building, Rourkela Steel Plant, Rourkela, SUNDERGARH, ODISHA-769011, 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: ED (MM) वित्तीय अनुमोदन का पदनाम Designation of Financial Approval: ED(MM)	Role: PAO भुगतान का तरीका Payment Mode: Internet Banking पद Designation : AGM BIM Finance Accounts ईमेल आईडी Email ID : manojkumarjha.sail@nic.in जीएसटीआईएन GSTIN : 21AAACS7062F2ZP पता Address: SAIL-RSP BOLANI ORES MINES, BOLANI, Kendujhar, ODISHA-758037, India

विक्रेता विवरण Seller Details
जेम विक्रेता आईडी GeM Seller ID : 3021180000117799 कंपनी का नाम Company Name : BEML LIMITED संपर्क नंबर Contact No. : 09900046586 ईमेल आईडी Email ID : mmd@beml.co.in पता Address : 23/1,4TH MAIN ROAD,SAMPANGIRAM NAGAR, BANGALORE, Karnataka-560027, - एमआईआई स्थिति MII Status : True एमएसएमई सत्यापित MSME verified : No एमएसएमई पंजीकरण संख्या MSME Registration number : - जीएसटीआईएन GSTIN: 29AAACB8433D1ZU (B) , (M) , (R) , 22AAACB8433D1Z8 (G) , 29AAACB8433D1ZU (M) , 18AAACB8433D2ZU (B) , 21AAACB8433D1ZA (G) , 01AAACB8433D1ZC (B) , 36AAACB8433D1ZZ (B) , 29AAACB8433D1ZU (B) , 19AAACB8433D1ZV (B) , 08AAACB8433D1ZY (B) , 33AAACB8433D1Z5 (B) , 23AAACB8433D1Z6 (B) , 27AAACB8433D1ZY (B) , 38AAACB8433D1ZV (B) , 32AAACB8433D1Z7 (M) , 07AAACB8433D2ZZ (B) , 20AAACB8433D1ZC (B) , 27AAACB8433D1ZY (G) , 20AAACB8433D1ZC (B) , 29AAACB8433D1ZU (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 : PTO Assy ब्रांड Brand : BEML (OEM) 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 : PTO Assy (Q3) मॉडल Model: BE1600 EXCAVATOR एचएसएन कोड HSN Code: 84314200	1	pieces	1,413,330.84	जीएसटी GST (18%) : 215,592.84 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%) : 215,592.84 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (100%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (100%) : 0	1,413,330.84
कुल ऑर्डर मूल्य Total Order Value (in INR)						1,413,330.84

परिष्ठी विवरण Consignee Detail						
क्र.सं. S.No	परिष्ठी Consignee	वस्तु Item	लॉट नंबर Lot No.	मात्रा Quantity	दिनांक के बाद डिलीवरी शुरू करना है	वितरण पूरा कब तक करना है Delivery To Be

					Delivery Start After	Completed By
1	पद Designation :- ईमेल आईडी Email ID : buyer2.sail.tensa@gembuyer.in संपर्क Contact :- जीएसटीआईएन GSTIN :- पता Address : BARSUA IRON MINES, TENSA DISTRICT -SUNDARGARH ODISHA, SUNDERGARH, ODISHA-770042, India	PTO Assy	-	1	16-May-2024	15-Jul-2024

Product Specification for PTO Assy

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/04/27/257/CatalogAttrs/SpecificationDocument/2024/4/25/2024_04_25_15_51_12_techdoc_2024-04-25-15-52-27_658e9ce47f242f6c0aba6e911e60f999.pdf
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खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/15415663/54/78/703/CatalogAttrs/SpecificationDocument/2024/4/13/spec_2302003267_2024-04-13-14-55-36_644784c6b254cee6479213eedfea527f.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-

- 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 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

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.

2.4 Generic

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

2.5 Scope of Supply:

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

2.6 Buyer Added Bid Specific ATC:
Buyer Added text based ATC clauses

ELIGIBILITY CRITERIA: This is proprietary purchase from OEM, M/s BEML Limited Offer from the OEM and authorized agency of the OEM is only acceptable. In case of authorized agency, the bidder is required to provide valid OEM authorized certificate (bid specific).

SPECIAL TERMS & CONDITIONS:

- 1.SUPPLIER'S MONOGRAM TO BE EMBOSSED/ITCHED/PUNCHED/MARKED ON THE BODY PARTS.
- 2.SUPPLIER TO SUBMIT MTC,GUARANTEE & FITMENT CERTIFICATE ALONG WITH SUPPLY.
- 3.MAKE/MODEL MENTIONED IN SPECIFICATION IS INDICATIVE ONLY.
- 4.Delivery term: FOR BARSUA IRON MINES (BIM) Stores.
- 5.Price should remain Firm till delivery.
- 6.Payment term: 100% Against GARN within 10 days.
- 7.Applicable GST% to be mentioned in the offer.
- 8.Dispatch of material: By firms own means.
- 9.THE FIRM SHOULD AGREE WITH ALL THE TERMS AND CONDITIONS OF THE RFQ.
- 10.If there is no deviation mentioned in the deviation column, it will be assumed that the Firm has accepted all our terms & conditions.
- 11.Offer not conforming to our RFQ shall be liable to rejection.

INSPECTION TERM:

- [1] INSPECTION AT BIM C/S BY REPRESENTATIVE OF MECHANICAL MAINTANANCE DEPT.
[2] SUPPLIER'S/MANUFACTURES MONOGRAM TO BE MARKED.

GUARANTEE CLAUSE:

GUARANTEE FOR MATERIAL, WORKMANSHIP & TROUBLE FREE OPERATION FOR A PERIOD OF 12 MONTHS OF USE OR 18 MONTHS OF SUPPLY IS TO BE FURNISHED.

General

1. Against this bid the backup PO shall be issued, backup PO reference no. may be mentioned in invoice.
2. Consignee details and paying authority shall be as indicated in the back up orders placed by mines.

ANNEXURE LIST - The following document to be submitted along with offer after duly filled up, signed and stamped. (All the format attached in ATC).

- a) APPENDIX - I: FORMAT FOR BID SECURING DECLARATION IN LIEU OF EMD
- b) APPENDIX - II: FORMAT FOR NON-COLLUSIVE TENDERING CERTIFICATE
- c) APPENDIX - III: FORMAT FOR UNDERTAKING TO BE SUBMITTED BY BIDDER
- d) COMMERCIAL DATA SHEET

**** FIRM TO NOTE THE FOLLOWING:**

- AUTHORIZED AND COMPETENT PERSON OF THE FIRM SHOULD PUT THEIR SEAL AND SIGNATURE ON THE LIST OF APPENDIX AS MENTIONED ABOVE & FILLED COMMERCIAL DATA SHEET. SELF CERTIFIED DOCUMENT FOR MAKE IN INDIA COMPONENT IS TO BE SUBMITTED WITH THE BID.
- GUIDELINES ON BANNING OF BUSINESS DEALINGS WITH SAIL IS AVAILABLE ON SAIL TENDER WEBSITE [HTPS://SAILTENDERS.CO.IN](https://sailtenders.co.in) AND IS APPLICABLE FOR THIS BID.

ALL PRICES QUOTED ON GeM WILL BE ON LANDED COST BASIS, INCLUSIVE OF GST AND ALL TAXES/ DUTIES.

NO TECHNICAL DEVIATION IS ACCEPTABLE. BY SUBMITTING OFFER AGAINST THIS BID, THE BIDDER IS ACCEPTING ALL TERMS & CONDITIONS OF THE BID AS WELL AS GEM TERMS & CONDITIONS.

SAIL-RSP-Bolani Ore Mines IS ENTITLED TO CLAIM CREDIT OF INPUT TAX (ITC) PAID ON THE SUPPLY OF THE BID ITEM (AS APPLICABLE).

BIDDERS ARE NOT REQUIRED TO UPLOAD SIGNED COPY OF THE BID AGAIN. ONLY RELEVANT DOCUMENT(S) ARE TO BE UPLOADED FOR TECHNICAL AND COMMERCIAL SCRUTINY. SUBMISSION OF ADDITIONAL DOCUMENTS BEYOND THE REQUIREMENT, WILL NOT BE TAKEN COGNIZANCE OF.

BIDDERS TO COMPULSORILY SUBMIT THE DULY-FILLED ATTACHED ANNEXURE (ALL PAGES) ON FIRM'S LETTER HEAD, WITH STAMP AND SIGNATURE OF AUTHORIZED REPRESENTATIVE, AS PART OF ONLINE OFFER.

ANY TECHNICAL QUERY/ CLARIFICATION, IS TO BE ROUTED THROUGH THE PRE-BID REPRESENTATION FUNCTIONALITY AVAILABLE AGAINST THIS BID.

RPN CLAUSE: SUBJECT TO THE TERMS AND CONDITIONS OF THE GEM CONTRACT, IF THE SUPPLIER NEGLECTS OR FAILS TO PERFORM THE CONTRACT BY THE TIME OR TIMES AGREED UPON, FOR ANY REASON OTHER THAN FORCE MAJEURE, THE PURCHASER AFTER HAVING COME TO KNOW OF SUCH NEGLIGENCE OR NON-PERFORMANCE, AFTER GIVING 15 DAYS' NOTICE TO THE SELLER TO RECTIFY OR SUCH ANY EXTENDED PERIOD THAT THE SELLER AND PURCHASER MAY MUTUALLY AGREE, SHALL TAKE SUCH ACTION AS IT CONSIDERS FIT INCLUDING BUT NOT LIMITED TO TAKING RISK PURCHASE ACTION FOR SUPPLY OF SIMILAR MATERIALS, MITIGATING ANY LOSSES, AT THE RISK AND COST OF THE SUPPLIER AS FAR AS THE UNDELIVERED QUANTITY IN THAT DELIVERY PERIOD IS CONCERNED. THE RIGHT OF THE PURCHASER FOR RISK PURCHASE ACTION IS IN ADDITION TO THE RIGHT OF PURCHASER TO TERMINATE THE CONTRACT DUE TO THE FAULT OF THE SUPPLIER. THE PRICE DIFFERENTIAL IN CASE OF HIGHER COST TO RSP SAIL, IF ANY, SHALL HAVE TO BE BORNE BY THE DEFAULTING SUPPLIER. SAIL-RSP RESERVES THE RIGHT TO RECOVER THE PRICE DIFFERENTIAL FROM PENDING BILLS OF THE SUPPLIER IN RSP OR OTHER SAIL UNITS. MOOREOVER, THE DEFAULTING SUPPLIER SHALL HAVE NO CLAIM OVER THE QUANTITY, WHICH THEY FAILED TO SUPPLY.

SAIL-RSP-Bolani Ore Mines WILL BE PLACING BACK-UP ORDER AGAINST GEM CONTRACT(S) ON SUCCESSFUL BIDDER(S).

THE CONCERNED BIDDER HAS TO MENTION THE BACK-UP ORDER NUMBER IN THE INVOICES FOR PROPER ACCOUNTING OF MATERIAL UPON RECEIPT at Bolani Ore Mines.

2.7 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.