

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-51168777401089

अनुबंध तिथि | Generated Date : 08-Jun-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4967483](#)

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 Associate संपर्क नंबर   Contact No. : - ईमेल आईडी   Email ID : con39.sail.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 : CGM वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : CGM	Role : PAO भुगतान का तरीका   Payment Mode : Internet Banking पद   Designation : Deputy General Manager ईमेल आईडी   Email ID : nabendukumar.sahoo.sail@nic.in जीएसटीआईएन   GSTIN : 21AAACS7062F2ZP पता   Address : OFFICE OF GM (F&A - STORE BILLS), SAIL - ROURKELA STEEL PLANT, Sundergarh, ODISHA-769011, India

विक्रेता विवरण   Seller Details
जेम विक्रेता आईडी   GeM Seller ID : B409190001056754 कंपनी का नाम   Company Name : FERROCARE MACHINES PRIVATE LIMITED संपर्क नंबर   Contact No. : 09822081660 ईमेल आईडी   Email ID : info@ferrocare.com पता   Address : 32/3/8, YEWLEWADI, KONDHWA BUDRUK, Pune, MAHARASHTRA-411040, - एमआईआई स्थिति   MII Status : True एमएसएमई सत्यापित   MSME verified : Yes एमएसएमई पंजीकरण संख्या   MSME Registration number : UDYAM-MH-26-0016627 एमएसएमई सामाजिक श्रेणी   MSE Social Category : General एमएसएमई लिंग श्रेणी   MSE Gender : Male जीएसटीआईएन   GSTIN : 27AAACF3571A1Z3 (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

#	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 : FERROCARE MAKE LOW VACUUM DEHYDRATOR MACHINE LVDH 600 ब्रांड   Brand : FERROCARE 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 : FERROCARE MAKE LOW VACUUM DEHYDRATOR MACHINE LVDH 600 (Q3) मॉडल   Model : FERROCARE MAKE LVDH 600 एचएसएन कोड   HSN Code : 84211999	2	pieces	441,416.6	जीएसटी   GST (18%) : 134,669.471 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%) : 134,669.471 जीएसटी उपकर पर आईटीसी 1   ITC on GST Cess 1 (100%) : 0 जीएसटी उपकर पर आईटीसी 2   ITC on GST Cess 2 (100%) : 0	882,833.2
कुल ऑर्डर मूल्य   Total Order Value (in INR)						882,833.2

क्र.सं.   S.No	परोक्षिती   Consignee	वस्तु   Item	लॉट नंबर   Lot No.	मात्रा   Quantity	दिनांक के बाद डिलीवरी शुरू करना है   Delivery Start	वितरण पूरा कब तक करना है   Delivery To Be Completed
----------------	-----------------------	--------------	--------------------	-------------------	---	---

					After	By
1	पद   Designation :- ईमेल आईडी   Email ID : con2.sail.rourkela@gembuyer.in संपर्क   Contact : 0661-2448362- जीएसटीआईएन   GSTIN : - पता   Address : Office of GM I/c Stores & Inspection, Rourkela Steel Plant, Rourkela, SUNDERGARH, ODISHA-769011, India	FERROCARE MAKE LOW VACUUM DEHYDRATOR MACHINE LVDH 600	-	2	08-Jun-2024	05-Dec-2024

### Product Specification for FERROCARE MAKE LOW VACUUM DEHYDRATOR MACHINE LVDH 600

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/76/77/664/CatalogAttrs/SpecificationDocument/2023/9/1/2023_09_01_14_55_46_lvdh_600_technical_specificatio_2023-09-01-14-55-48_0b2cb9a56b48c1d0e9db43ef7e270e74.pdf
---	---

### खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

1. <a href="#">SpecificationDocument</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/4097700/54/78/703/CatalogAttrs/SpecificationDocument/2024/4/27/2402000105_technical-specifications-item-10_2024-04-27-10-09-15_0b46b8075d08281890966c43c744a9f4.xlsx
--	---

### 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

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

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

##### 2.4 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.

##### 2.5 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

REF NIT: LOW VACCUUM DEHYDRATION(LVDH)MACHINE FOR CNC M/C.

659/2402000105

THE ITEM IS PROPRIETARY ITEM OF M/s FERRO CARE MACHINES(P)LTD. HENCE ONLY MAKE OF M/s FERRO CARE MACHINES(P)LTD IS ACCEPTABLE.  
ANY OTHER MAKE IS NOT ACCEPTABLE.

# FIRMS TO PROVIDE LOCAL CONTENT PERCENTAGE AND PLACE OF LOCAL CONTENT ADDITION AS PER AATMANI RBHAR BHARAT POLICY OF GOI.

**SPECIAL TERMS & CONDITIONS**

MATERIAL IS TO BE STRICTLY FOLLOWED AS PER OUR SPECIFICATIONS. THE MANUFACTURER(S) SHOULD EMBOS S NAME/MONOGRAM FOR PROPER IDENTIFICATION OF THE ITEMS & MANUFACTURER(S).

**INSPECTION TERM:**

MATERIAL IS TO BE STRICTLY FOLLOWED AS PER OUR SPECIFICATIONS. THE MANUFACTURER(S) SHOULD EMBOS S NAME/MONOGRAM FOR PROPER IDENTIFICATION OF THE ITEMS & MANUFACTURER(S) PERFORMANCE GUARANTEE CERTIFICATE' SHOULD BE FURNISHED ALONG WITH SUPPLY.

**GURANTEE CLAUSE:**

PERFORMANCE GUARANTEE FOR 12 MONTHS FROM THE DATE OF INSTALLATION OR 18 MONTHS FROM THE DATE OF SUPPLY.

**PRICE VARIATION CLAUSE:**

FIRM TILL DELIVERY

**DELIVERY REQUIREMENT:**

TO BE SUPPLIED BY 31.10.2024.

**PACKAGING CLAUSE:**

TO BE SUPPLIED IN PROPER PACKED CONDITION TO AVOID DAMAGE DURING TRANSIT. ALSO PACKING SHOULD BE PROPER TO AVOID AIR, DUST & MOISTURE.

**PLACE OF INSPECTION:**

RSP STORES

**INSPECTION AGENCY:**

MM INSPECTION, RSP

**COMMERCIAL TERMS AND CONDITIONS**

- 1). ALL PRICES QUOTED ON GeM WILL BE ON LANDED COST BASIS, INCLUSIVE OF GST AND ALL TAXES/DUTIES.
- 2). 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.
- 3). SAIL-RSP IS ENTITLED TO CLAIM CREDIT OF INPUT TAX PAID ON THE SUPPLY OF THE BID ITEM (A&PPLICABLE).
- 4). ANY TECHNICAL QUERY/ CLARIFICATION, IS TO BE ROUTED THROUGH THE PRE-BID REPRESENTATION FUNCTIONALITY AVAILABLE AGAINST THIS BID.
- 5) BIDDERS TO COMPULSORILY SUBMIT THE DULY-FILLED BID SPECIFICATION DOCUMENT, AND ATTACHED ANNEXURE (ALL PAGES) ON FIRM'S LETTER HEAD, WITH STAMP AND SIGNATURE OF AUTHORIZED REPRESENTATIVE, AS PART OF ONLINE OFFER.
- 6) 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.
- 7) DEALERS QUOTING SHOULD SUBMIT VALID AUTHORIZATION FROM OEM WITH FOLLOWING DETAILS:-  
UPLOAD MANUFACTURER AUTHORIZATION: WHEREVER AUTHORISED DISTRIBUTORS ARE SUBMITTING THE BID, MANUFACTURER'S AUTHORISATION FORM (MAF)/CERTIFICATE WITH OEM DETAILS SUCH AS NAME, DESIGNATION, ADDRESS, E-MAIL ID AND PHONE NO. REQUIRED TO BE FURNISHED ALONG WITH THE BID.

**8) THE OFFERS OF TENDERERS WHOSE PERFORMANCE IN RSP HAS BEEN FOUND UNSATISFACTORY WILL NOT BE CONSIDERED AND**

**ROURKELA STEEL PLANT RESERVES THE RIGHT TO SUMMARILY REJECTED SUCH OFFERS DURING ANY STAGE OF TENDER.**

9). 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. MOREOVER THE DEFAULTING SUPPLIER SHALL HAVE NO CLAIM OVER THE QUANTITY, WHICH THEY FAILED TO SUPPLY.

10). RSP 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 IN RSP.

11). AFTER RECEIPT AND ACCEPTANCE OF MATERIALS, HARD COPY OF THE INVOICE SIGNED AND WITH SEAL OR DIGITALLY SIGNED INVOICE), HAS TO BE SENT TO THE FOLLOWING ADDRESS FOR ENSURING TIMELY

**PAYMENTS:-**

**GENERAL MANAGER, F&A - STORE BILLS,  
ADMINISTRATIVE BUILDING, ISPAT BHAWAN,  
SAIL - ROURKELA STEEL PLANT,  
ROURKELA, ODISHA 769011.**

12). 'Bidders must note that in case of submission of offer, it will be assumed that you have accepted and will abide by the following clause:-

"This is to undertake that while participating in this tender or the execution of the contract thereafter, we shall not give or take, any financial or non-financial bribe, to and from anyone and if we notice any such happening, we shall report it to SAIL vigilance."

2.6 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.