

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687709106425

अनुबंध तिथि | Generated Date : 10-Jun-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4767094](#)

अनुसूची नाम | Schedule Name: Schedule 2

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्रारूप   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 : Jhumur Padhy संपर्क नंबर   Contact No. : 0661-2448584- ईमेल आईडी   Email ID : buy1.sail.rourkela@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address : 519 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 : CGM(F&A)	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 : 5790200001812561 कंपनी का नाम   Company Name : CHIRAG ENTERPRISES संपर्क नंबर   Contact No. : 09861013190 ईमेल आईडी   Email ID : chiragenterprises750@gmail.com पता   Address : HOLDING NO 251, NEAR OBC BANK, MALGODOWN ROAD, ROURKELA, Sundergarh, ODISHA-769012, - एमएसएमई पंजीकरण संख्या   MSME Registration number : UDYAM-OD-30-0019973 एमएसई सामाजिक श्रेणी   MSE Social Category : General एमएसई लिंग श्रेणी   MSE Gender : Female जीएसटीआईएन   GSTIN: 21BHOPP6406R1ZQ (R)

\*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 : SCANTLING, HARDWOOD, 100X75X1100-1300MM GR. II 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 : SCANTLING, HARDWOOD, 100X75X1100-1300MM GR. II (Q3) मॉडल   Model: SCANTLING, HARDWOOD, 100X75X1100-1300MM GR.II एचएसएन कोड   HSN Code: 44039922	281	cubic meter	11,253	जीएसटी   GST (18%) : 482,353.169 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 I (100%) : 482,353.169 जीएसटी उपकर पर आईटीसी 1   ITC on GST Cess 1 (100%) : 0 जीएसटी उपकर पर आईटीसी 2   ITC on GST Cess 2 (100%) : 0	3,162,093
कुल ऑर्डर मूल्य   Total Order Value (in INR)						3,162,093

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	वितरण पूरा कब तक करना है   Delivery To Be



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

**2.4 Buyer Added Bid Specific ATC:**

Buyer Added text based ATC clauses

1)SUPPLIER WILL ABIDE BY ALL THE FOREST RULES AND REGULATIONS

OF GOVT. OF ORISSA AND WILL SUPPLY WITH CLEARANCE OF FOREST

DEPTT ON THE BODY OF THEIR RESPECTIVE CHALLANS.SUPPLIER WILL

MENTION THEIR SOURCE OF PROCUREMENT AND TT PERMIT NO.(IF AP-

PLICABLE) ON THE SUPPLY CHALLAN.COLOUR CODE OF THE SUPPLIER SHOULD BE AVAILABLE ON THE MATERIALS FOR IDENTIFICATION.

2)AS THE SCANTLING ITEMS ARE BEING USED FOR DISPATCH RELATED JOBS IT IS MENDETARY FOR ALL THE SUPPLIERS TO MAINTAIN ATLEAST 10000 PCS OF SIMILAR SCANTLING S AT THEIR DEPO AT ANY MOMENT TO CATER RSP'S REQUIREMENT.

3)RSP RESERVES THE RIGHT TO INSPECT THE TIMBER DEPO OF ANY TENDERER DURING THE EVALUATION OF TENDER OR EVEN AFTER THE PLACEMENT OF ORDER ,AS PER REQUIREMENT.

4)ALL ITEMS WILL BE INSPECTED BY USER DEPARTMENT AFTER RECEIPT OF MATERIALS AT SITE.

5) TOLERANCE IN DIMENSION: UNLESS OTHERWISE SPECIFIED, FOR SCANTLING ITEMS UPTO 5MM IN CROSS SECTION IS PERMISSIBLE.

6) RSP RESERVES THE RIGHT TO INCREASE THE ORDER QTY BY UPTO +25% , WITHIN THE VALIDITY OF CONTRACT.

7) ORDERS/PO AGAINST THE SUBJECT ENQUIRY MAY BE PROCESSED ON MULTIPLE SOURCES TO ENSURE AVAILABILITY OF MATERIAL AS PER RSP REQUIREMENT.

8) IN CASE VENDOR FAILS TO SUPPLY THE MATERIAL WITHIN 8 DAYS OF INTIMATION . RSP RESERVES THE RIGHT TO DIVERT THE ORDER TO SUITABLE PARTY WITHOUT ANY FURTHER REFERENCE.

9) DELIVERIES FOR ORDERS PLACED MAY BE PREPONED/POSTPONED AS PER ACTUAL REQUIREMENT.

10.THE SUPPLIER IS REQUIRED TO ENSURE THE MONTHLY DELIVERY OF 6,750 UNITS OF SCHEDULE-1.

11.THE SUPPLIER IS REQUIRED TO ENSURE THE MONTHLY DELIVERY OF 120 M3 OF SCHEDULE-2.

11. INSPECTION TERM : **ALL ITEMS WILL BE INSPECTED BY USER DEPARTMENT AFTER RECEIPT OF MATERIALS AT SITE.**

**12. THE REQUIREMENT OF EACH ITEM WILL BE INTIMATED TO THE SUPPLIER TIME TO TIME BY STOCK CONTROL AS PER ACTUAL REQUIREMENT AT SHOP FLOOR.DELIVERY TO BE MADE DIRECTLY AT SHOP FLOOR AS DIRECTED BY STOCK CONTROL.**

13. PACKING CLAUSE : **COLOUR CODE ALLOTTED SHOULD BE AVAILABLE ON THE MATERIALS FOR IDENTIFICATION.**

**14. ELIGIBILITY CRITERIA :**

A). THE TENDERER MUST SUBMIT COPY OF VALID TIMBER DEPOT LICENSE ISSUED BY FOREST DEPARTMENT OF ANY STATE GOVERNMENT ALONG WITH BID. THE TIMBER DEPOT LICENSE MUST REMAIN VALID ON THE DATE OF OPENING OF TECHNO- COMMERCIAL BID.

B) THE BIDDER MUST ALSO SUBMIT AN UNDERTAKING THAT THEY WILL SUBMIT A COPY OF REVALIDATED TIMBER DEPOT LICENSE IN CASE VALIDITY OF TIMBER DEPOT LICENSE EXPIRES DURING EXECUTION OF ORDER PLACED ON THEM.

C) THE TENDERER MUST HAVE PREVIOUS EXPERIENCE OF SUCCESSFUL SUPPLIES OF TIMBER ITEMS TO ANY CENTRAL/STATE GOVT. ORGANISATION/PSU/PUBLIC LISTED COMPANY, IN ANY ONE OF THE LAST 03 YRS BEFORE BID OPENING DATE.

THE TENDERER MUST SUBMIT ORDER COPY ALONG WITH CORRESPONDING PROOF OF EXECUTION (INVOICE COPY / CHALLAN COPY / RECEIPT COPY) ALONG WITH BID.

THE TENDERERS WHO HAVE SUPPLIED TIMBER ITEMS TO RSP NEED NOT SUBMIT COPY OF ORDER AND PROOF OF SUPPLY ALONG WITH TECHNO- COMMERCIAL BID. BUT THEY WILL HAVE TO INDICATE RSP'S PO NO. AGAINST WHICH THEY HAVE SUPPLIED TIMBER TO RSP DURING THE ABOVE PERIOD.

**15) . IMPORTANT NOTE:**

(I) BIDDERS ARE REQUESTED TO AVOID SUBMISSION OF UNNECESSARY DOCUMENTS AGAINST THE BID.

(II) BIDDER TO SUBMIT A "SELF DECLARATION CERTIFICATE" MENTIONING THAT ALL TERMS AND CONDITIONS OF THE TENDER ARE ACCEPTABLE. THE BIDDER(S) IS NOT REQUIRED TO UPLOAD THE SIGNED COPY OF THE BID/RFQ AGAIN.

(III) ONLY RELEVANT DOCUMENTS ARE TO BE UPLOADED FOR TECHNICAL AND COMMERCIAL SCRUTINY.

(IV) SUBMISSION OF ADDITIONAL DOCUMENTS BEYOND THE REQUIREMENT , SHALL NOT BE TAKEN COGNIZANCE OF.

(V) CONDITIONAL BIDS WILL NOT BE ACCEPTABLE.

(VI) FIRMS SHOULD UPLOAD A SIGNED BID SECURITY DECLARATION, NON COLLUSIVE TENDERING DOCUMENTS , ANNEXURE-3.

**(16)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 10 TO 30 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. RSP RESERVES THE RIGHT TO RECOVER THE PRICE DIFFERENTIAL FROM PENDING BILLS OF THE SUPPLIER IN OTHER SAIL UNITS. MOREOVER, THE DEFAULTING SUPPLIER SHALL HAVE NO CLAIM OVER THE QUANTITY, WHICH THEY FAILED TO SUPPLY.

(17)SAIL-ROURKELA STEEL PLANT (RSP) SHALL BE PLACING BACK-UP ORDER AGAINST GEM CONTRACTS 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 SAIL-RSP.

**1. DECLARATION BY THE TENDERER:**

BY PARTICIPATION IN THIS TENDER THE BIDDER / TENDERER IS DEEMED TO HAVE SOLEMNLY AFFIRMED / CERTIFIED / DECLARED / WARRANTED / UNDERTAKEN / UNDERSTOOD THE FOLLOWING:

**A. NON-COLLUSION:**

I. THAT THEIR BID WAS DEVELOPED GENUINELY, INDEPENDENTLY AND MADE WITH THE INTENTION TO ACCEPT THE CONTRACT IF AWARDED;

II. THAT THEIR BID WAS NOT PREPARED WITH ANY AGREEMENT, ARRANGEMENT, COMMUNICATION, UNDERSTANDING, PROMISE OF UNDERTAKING WITH ANY PERSON (INCLUDING ANY OTHER TENDERER OR COMPETITOR) REGARDING :

I) PRICES;

II) METHODS, FACTORS OR FORMULAS USED TO CALCULATE PRICES;

III) AN INTENTION OR DECISION TO SUBMIT A BID;

IV) AN INTENTION OR DECISION TO WITHDRAW A BID;

V) THE SUBMISSION OF BID THAT DOES NOT CONFORM WITH THE REQUIREMENTS OF THE TENDER;

VI) THE QUALITY, QUANTITY, SPECIFICATIONS OR DELIVERY PARTICULARS OF THE PRODUCTS OR SERVICES TO WHICH THIS TENDER RELATES; AND

VII) THE TERMS OF THE BID,

III. THAT THEY WILL NOT, PRIOR TO THE AWARD OF THE CONTRACT, ENTER INTO OR ENGAGE IN ANY OF THE FOREGOING.

**NOTE:**

THIS PARA IS NOT APPLICABLE TO AGREEMENTS, ARRANGEMENTS, COMMUNICATIONS, UNDERSTANDINGS, PROMISES OR UNDERTAKINGS WITH:

A. THE PLANTS/ UNITS, STEEL AUTHORITY OF INDIA LIMITED

B. A JOINT VENTURE PARTNER, WHERE JOINT VENTURE AGREEMENTS, ARRANGEMENTS, RELEVANT TO THE BID EXIST AND WHICH ARE NOTIFIED TO STEEL AUTHORITY OF INDIA LIMITED;

C. CONSULTANTS OR SUB-CONTRACTORS, PROVIDED THAT THE COMMUNICATIONS ARE HELD IN STRICT CONFIDENCE AND LIMITED TO THE INFORMATION REQUIRED TO FACILITATE THAT PARTICULAR CONSULTANCY ARRANGEMENT OR SUB-CONTRACT;

D. PROFESSIONAL ADVISERS, PROVIDED THAT THE COMMUNICATIONS ARE HELD IN STRICT CONFIDENCE AND LIMITED TO THE INFORMATION REQUIRED FOR THE ADVISER TO RENDER THEIR PROFESSIONAL ADVICE IN RELATION TO THE TENDER;

E. INSURERS OR BROKERS FOR THE PURPOSE OF OBTAINING AN INSURANCE QUOTE, PROVIDED THAT THE COMMUNICATIONS ARE HELD IN STRICT CONFIDENCE AND LIMITED TO THE INFORMATION REQUIRED TO FACILITATE THAT PARTICULAR INSURANCE ARRANGEMENT; AND

F. BANKS FOR THE PURPOSE OF OBTAINING FINANCING FOR THE CONTRACT, PROVIDED THAT THE COMMUNICATIONS ARE HELD IN STRICT CONFIDENCE AND LIMITED TO THE INFORMATION REQUIRED TO FACILITATE THAT FINANCING.

B. THAT THEY HAVE DULY DISCLOSED ALL INTENDED SUB-CONTRACTING ARRANGEMENTS RELATING TO THE TENDER AND WILL CONTINUE TO DISCLOSE SUCH ARRANGEMENTS TO THE PLANTS/ UNITS AFTER THE CONTRACT IS AWARDED.

**C. AUTHENTICITY OF DOCUMENTS:**

I. THAT THEY HAVE CAREFULLY READ THE CONTENTS OF THE TENDER

II. THEY HAVE NOT MADE ANY MISLEADING OR FALSE REPRESENTATION ANYWHERE IN THE TENDER SUBMITTED INCLUDING ANNEXURES THERETO

III. THAT THEY UNDERSTAND THAT THEIR OFFER WILL BE EVALUATED BASED ON THE DOCUMENTS / CREDENTIALS SUBMITTED ALONG WITH THE OFFER AND THE SAME SHALL BE BINDING UPON THEM

IV. THAT THE INFORMATION AND DOCUMENTS SUBMITTED BY THEM ALONG WITH THE TENDER DOCUMENTS ARE COMPLETE AND CORRECT AND THEY ARE FULLY RESPONSIBLE FOR AUTHENTICITY AND CORRECTNESS OF INFORMATION AND DOCUMENTS SUBMITTED

V. THAT AT ANY TIME DURING THE PROCESS FOR EVALUATIONS OF TENDERS, IF ANY INFORMATION / DOCUMENT SUBMITTED BY THEM IS FOUND TO BE SUPPRESSING FACTS / FORGED / FALSE / FABRICATED / FUDGED OR INCORRECT, IT SHALL LEAD TO FORFEITURE OF THE EMD, IF SUBMITTED, BESIDES BANNING UNDER THE EXISTANT GUIDELINES FOR BANNING OF BUSINESS DEALINGS OF SAIL AND INITIATING ANY LEGAL ACTION AS DEEMED FIT BY SAIL. FURTHER, THAT THEIR OFFER SHALL BE SUMMARILY REJECTED.

VI. THAT AT ANY TIME AFTER AWARD OF THE CONTRACT, IF THE CERTIFICATES SUBMITTED BY THEM ARE FOUND TO BE SUPPRESSING FACTS / FALSE/ FORGED/ FABRICATED / FUDGED OR INCORRECT, IT MAY LEAD TO TERMINATION OF THE CONTRACT, ALONG WITH FORFEITURE OF EMD/ SD AND PERFORMANCE GUARANTEE, IF SUBMITTED, BESIDES ANY OTHER ACTION PROVIDED IN THE CONTRACT INCLUDING BANNING UNDER THE EXISTANT GUIDELINES FOR BANNING OF BUSINESS DEALINGS OF SAIL AND INITIATING ANY LEGAL ACTION AS DEEMED FIT BY SAIL

D. ANTI-BRIBERY: THAT THEY SHALL NOT GIVE OR TAKE, ANY FINANCIAL OR NON-FINANCIAL BRIBE, TO OR FROM ANYONE DURING THE TENDER OR DURING THE EXECUTION OF THE CONTRACT THEREAFTER AND IF THEY NOTICE ANY SUCH INCIDENT HAPPENING, THEY SHALL REPORT IT TO SAIL VIGILANCE.

IN CASE OF NON-COMPLIANCE OF ABOVE, SAIL MAY AT ITS DISCRETION, INVALIDATE THEIR BID, EXCLUDE THEM IN FUTURE TENDERS, PURSUE DAMAGES OR OTHER FORMS OF REDRESS FROM THEM (INCLUDING BUT NOT LIMITED TO DAMAGES FOR DELAY, COSTS AND EXPENSES OF RE-TENDERING AND OTHER COSTS INCURRED), AND /OR (IN THE EVENT THAT THEY ARE AWARDED THE CONTRACT) TERMINATE THE CONTRACT.

2. THE OFFERS OF TENDERERS WHOSE PERFORMANCE IN ROURKELA STEEL PLANT (RSP) HAS BEEN FOUND UNSATISFACTORY WILL NOT BE CONSIDERED AND RSP RESERVES THE RIGHT TO SUMMARILY REJECT SUCH OFFERS DURING ANY STAGE OF TENDER.

3. OTHER TERMS:

(I). ALL PRICES QUOTED ON GEM WILL BE ON LANDED COST BASIS, INCLUSIVE OF GST AND ALL TAXES/DUTIES. (UNLESS OTHERWISE SPECIFIED IN SPECIAL TERMS OF ATC)

(II). BY SUBMITTING OFFER AGAINST THIS BID, THE BIDDER IS ACCEPTING ALL TERMS & CONDITIONS OF THE BID AS WELL AS GEM TERMS & CONDITIONS. NO DEVIATIONS ARE ACCEPTABLE.

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

(IV). 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.

(V). BIDDERS TO COMPULSORILY SUBMIT THE DULY-FILLED ANNEXURES WITH STAMP AND SIGNATURE OF AUTHORIZED REPRESENTATIVE, AS PART OF ONLINE OFFER.

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

(VII). 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.

(VIII). 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, ROURKELA STEEL PLANT, ROURKELA, ODISHA 769011.

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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।

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