

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687744753972

अनुबंध तिथि | Generated Date : 11-Jun-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4747708](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्रकार Type : Central PSU मंत्रालय Ministry : Ministry of Chemicals and Fertilizers विभाग Department : Department of Fertilizers संगठन का नाम Organisation Name : Rashtriya Chemicals and Fertilizers Limited (RCF) कार्यालय क्षेत्र Office Zone : Trombay Unit	पद Designation : MANAGER PURCHASE 2 संपर्क नंबर Contact No. : 022-25522914- ईमेल आईडी Email ID : buyer2.cmft.mh@gembuyer.in जीएसटीआईएन GSTIN : - पता Address : PRIYADARSHINI NEAR EASTERN EXPRESS HIGHWAY CHEMBUR MUMBAI, MUMBAI, MAHARASHTRA-400074, 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 : DGM (ANP) वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : DGM (ANP)	Role: PAO भुगतान का तरीका Payment Mode: Offline पद Designation : officer payment ईमेल आईडी Email ID : pao1.cmft.mh@gembuyer.in जीएसटीआईएन GSTIN : - पता Address : PRIYADARSHINI NEAR EASTERN EXPRESS HIGHWAY CHEMBUR MUMBAI, Mumbai - City, MAHARASHTRA-400074, India

विक्रेता विवरण Seller Details
जेम विक्रेता आईडी GeM Seller ID : O7HM210002920774 कंपनी का नाम Company Name : HITECH ELEX LLP संपर्क नंबर Contact No. : 09930963007 ईमेल आईडी Email ID : hitechex.llp@gmail.com पता Address : Building No :2, Sector:3, Mr. Ajay Bhutkar, Unit No: 116, Millenium Business Park, 99309, Ghansoli, Navi Mumbai, Maharashtra-400710, - एमआईआई स्थिति MII Status : True एमएसएमई सत्यापित MSME verified : No एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-MH-33-0085774 एमएसएमई सामाजिक श्रेणी MSE Social Category : OBC एमएसएमई लिंग श्रेणी MSE Gender : Male जीएसटीआईएन GSTIN : 27AANFH8710M1ZU (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 : IRRD Wired solution ब्रांड Brand : Siemens Ltd 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 : IRRD Wired solution (Q3) मॉडल Model : Intelligent Remote Racking Device एचएसएन कोड HSN Code : HSN not specified by seller	2	pieces	672,966	जीएसटी GST (18%) : 205,311.661 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%) : 205,311.661 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (0%) : 0	1,345,932
कुल ऑर्डर मूल्य Total Order Value (in INR)						1,345,932

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 वितरण पूरा कब तक करना है Delivery To Be

					Delivery Start After	Completed By
1	पद Designation :- ईमेल आईडी Email ID : con11.rcflr.mh@gembuyer.in संपर्क Contact : 022-25522339- जीएसटीआईएन GSTIN :- पता Address : CHIEF MANAGER STORES MAHUL ROAD RCF GATE NO 2 CHEMBUR MUMBAI, MUMBAI, MAHARASHTRA-400074, India	IRRD Wired solution	-	2	11-Jun-2024	11-Jul-2024

Product Specification for IRRD Wired solution

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/46/50/874/CatalogAttrs/SpecificationDocument/2023/8/31/2023_08_31_11_44_18_irrd_2022_ppt_1_2023-08-31-11-44-19_36c4bb0d9bee5664b383b640e436648a.pdf
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खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/1307898/54/78/703/CatalogAttrs/SpecificationDocument/2024/3/6/specifications_2024-03-06-14-46-44_c7161018207fa2c7e3c4edfcabc553f7.pdf
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ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक Advisory Bank :	State Bank of India
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	5.00

बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा | The bidder shall furnish ePBG as applicable as per bid's terms and conditions

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 Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

2.3 Generic

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

2.4 Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

2.5 Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

2.6 Inspection.

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance: Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

NOT APPLICABLE

Post Receipt Inspection at consignee site before acceptance of stores:

AFTER RECEIPT AT RCF STORES BY RCF OFFICIAL

2.7 Scope of Supply.

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

2.8 Certificates.

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

2.9 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

Purchase officer name: Rohit Kamble

Purchase officer email id: rpkamble@rcfld.com

Purchase officer phone no.: 022 25522914

Name of Supply/Work: Supply of IRRD DEVICE at RCF Trombay

1. IMPORTANT INSTRUCTIONS FOR BIDDERS:

- A. 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 entertained. Non-acceptance or deviation with reference to the terms and conditions of GeM Bid may result in rejection of offer.**
- B. This is an Input Tax Credit (ITC) enabled enquiry.**
1. 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.
 2. 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 'CESS' 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.
 3. 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 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.
- C. 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 Buyer Added Bid Specific ATC document. Any deviation shall lead to outright rejection of the offer.**
- D. Submit the following details:**
1. Name of vendor with full address, telephone no., Fax no. Email etc.
 2. Address of plant site(s) with telephone no., fax no. etc.
 3. Name of contact person/s
 4. Name and address of proprietor / M.D. with telephone no. and residential address.

5. Status of bidder: Please mention. - Dealer / Importer / Distributor/ Manufacturer.
6. Year of establishment :

2. 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)

FORMAT - II - Declaration of Local Content as per Make in India policy by Govt. Of India (Mandatory document)

3. Technical Pre-Qualification criteria:

Bidder shall submit at least two PO copies for supply of similar IRRD device in last 7 years ending last day of month previous to the one in which applications are invited.

4. Commercial Pre-Qualification Criteria:

- A) Turnover / audited annual reports:

For Non-MSEs:

Last three years financial audited reports or Turnover certificate from Chartered Accountant (CA) as below:

Average annual turnover of ₹ 9.10 lakh ending 31st March of financial years 2020-2021, 2021-2022 and 2022-2023.

Bidder shall submit audited annual reports certified by Chartered Accountant (CA) or Turnover certificates for above financial years. Turnover certificates should be issued by practising CA with membership number, seal and signed. Certificate / document issued by Chartered Accountant after July'2019 will be valid and accepted only with UDIN number.

In case the date of constitution / incorporation of the bidder is less than 3 years old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account. In this case, the financial turnover during last financial year / the average financial turnover during preceding two financial years should be at least ₹ 9.10 lakh.

For MSEs:

Last three years financial audited reports or Turnover certificate from Chartered Accountant (CA) as below:

Average annual turnover of ₹ 6.82 lakh ending 31st March of financial years 2020-2021, 2021-2022 and 2022-2023.

Bidder shall submit audited annual reports certified by Chartered Accountant (CA) or Turnover certificates for above financial years. Turnover certificates should be issued by practising CA with membership number, seal and signed. Certificate / document issued by Chartered Accountant after July 2019 will be valid and accepted only with UDIN number.

In case the date of constitution / incorporation of the bidder is less than 3 years old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account. In this case, the financial turnover during last financial year / the average financial turnover during preceding two financial years should be at least ₹ 6.82 lakh.

5. Unloading of material in Bidder's Scope.

6. Delivery Period: **30 days from the date of PO**

7. Warranty period: 1 year from the date of delivery of the material.

8. EARNEST MONEY DEPOSIT (EMD) shall be deposited as per following instructions.

An amount of **Rs. 35,000/- (Rupees Thirty Five Thousand only)** shall be deposited online through EMD gateway portal with ICICI bank. For paying EMD, please log on to <http://www.rcftd.com> and then go to 'portal' and 'EMD payments'. Kindly use the GEM enquiry number on the portal for EMD payment. Please submit EMD payment receipt along with the offer. EMD payment by any other mode may not be considered.

SPECIAL NOTE:

- A) Bidder is required to deposit EMD in the first instant itself at the time of offer submission only. Any offer without EMD shall be treated as non-responsive offer and shall be summarily rejected. No correspondence in this regard shall be entertained.
- B) If for any reason whatsoever any TENDERER withdraws his tender at any time prior to expiry of the validity period or after issue of the Letter of Intent, Purchase Order, fails or refuses to execute the order or to furnish the security deposit for faithful performance of the CONTRACT within 14 days from the date of Purchase Order the amount of Earnest Money is liable to be forfeited.
9. Please submit signed and stamped copy of technical specifications attached in the buyer specification document in support of acceptance of all the technical specifications.
10. Security Deposit Clause: Successful bidder will have to submit the security deposit for 5% of total contract value within 15 days from receipt of P.O in the form of bank guarantee as per RCF format from RCF's approved list of Bankers covering the delivery period plus 3 months.

Performance Guarantee Clause: Successful bidder will have to submit Performance Bank Guarantee for same value as that of Security deposit within 15 days from the date of supply of material in the form of bank guarantee as per RCF format from RCF approved banker covering the period of 15 months from the date of supply. SD submitted in the form of Bank guarantee can be converted in to PBG..

SPECIAL NOTE:

- A) If for any reason whatsoever any TENDERER withdraws his tender at any time prior to expiry of the validity period or after issue of the Letter of Intent, Purchase Order, fails or refuses to execute the order or to furnish the security deposit for faithful performance of the CONTRACT within 14 days from the date of Purchase Order the amount of Earnest Money is liable to be forfeited.
- B) The bank guarantee shall be directly sent from your banker to: D.G.M. Finance, Rashtriya Chemicals and Fertilizers Limited, Administrative Building, Finance Department, Mahul Road, Chembur East, Mumbai 400 074. Ph no. 022 25522690.
- C) **BANK DETAILS FOR ePBG :**
Details of RCF's bank details along with IFSC code
Name of Beneficiary : Rashtriya Chemicals & Fertilizers limited .Mumbai.
Name of Bank : State Bank Of India, Commercial Branch, Fort, Mumbai—400 023
Bank Account : 30038480740
Branch Code : 06070
IFSC : SBIN0006070.

11. Bidder to ensure that all quoted rates are inclusive of GST, packing forwarding, freight and all taxes FOR RCF site delivery. No communication in this regard shall be entertained after bid opening.

12. ARBITRATION:

"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 relating to Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DP E OM No. 05/0003/2019-FTS-10937 dated 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties."

2.10 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.