

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687796649888

अनुबंध तिथि | Generated Date : 17-Jun-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4765450](#)

अनुसूची नाम | Schedule Name: Schedule 6

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 : Bokaro Steel Plant कार्यालय क्षेत्र   Office Zone : BSLP61	पद   Designation : Senior Officer MJ संपर्क नंबर   Contact No. : -8873002747- ईमेल आईडी   Email ID : buyer53.sail.jh@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address : Room No- B324, Administrative Building, Bokaro Steel Plant, Bokaro Steel City., BOKARO, JHARKHAND-827001, 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: GM(Pur) वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval: GM(Pur)	Role: PAO भुगतान का तरीका   Payment Mode: Offline पद   Designation : Neelam Sanjay ईमेल आईडी   Email ID : neelam.sanjay.sail@nic.in जीएसटीआईएन   GSTIN : 20AAACS7062FAZJ पता   Address: A Block, Administrative Building, Bokaro Steel Plant, Bokaro Steel City., Bokaro, JHARKHAND-827001, India

विक्रेता विवरण   Seller Details
जेम विक्रेता आईडी   GeM Seller ID : 0E76180000706754 कंपनी का नाम   Company Name : Mithila Engineering Works संपर्क नंबर   Contact No. : 09431126595 ईमेल आईडी   Email ID : mithilaenggwork@gmail.com पता   Address : INDUSTRIAL AREA, Mithila engineering works, BALIDIH, INDUSTRIAL AREA, Balidih, Bokaro, JHARKHAND-827014, - एमआईआई स्थिति   MII Status : True एमएसएमई सत्यापित   MSME verified : No एमएसएमई पंजीकरण संख्या   MSME Registration number : UDYAM-JH-01-0005739 एमएसएमई सामाजिक श्रेणी   MSE Social Category : General एमएसएमई लिंग श्रेणी   MSE Gender : Male जीएसटीआईएन   GSTIN: 20AEWPJ8321D1ZO (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)	मूल्य (INR में सभी शुल्क और कर सहित)   Price (Inclusive of all Duties and Taxes in INR)
1	उत्पाद का नाम   Product Name : BOLT HEX HD HTS M36 250MM 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 : BOQ (Q3) मॉडल   Model: एचएसएन कोड   HSN Code: HSN not specified by seller	95	EA	725	जीएसटी   GST (0%) : 0 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 (0%) : 0 जीएसटी उपकर पर आईटीसी 1   ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2   ITC on GST Cess 2 (0%) : 0
कुल ऑर्डर मूल्य   Total Order Value (in INR)					68,875

परोक्षी विवरण   Consignee Detail					
					दिनांक के बाद डिलीवरी शुरू वितरण पूरा कब तक करना है।

क्र.सं.   S.No	परोक्षित   Consignee	वस्तु   Item	लॉट नंबर   Lot No.	मात्रा   Quantity	करना है   Delivery Start After	Delivery To Be Completed By
1	<p>पद   Designation :-  ईमेल आईडी   Email ID : hod7.sail.bokaro@gembuyer.in  संपर्क   Contact : 091-89868731-72  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</p>	BOLT HEX HD HTS M36 250MM	-	95	17-Jun-2024	15-Oct-2024

### विनिर्देश | Specification1

[विशिष्टता दस्तावेज़ | Specification Document](#)

[क्रेता बीओक्यू दस्तावेज़ | Buyer BOQ Document](#)

[बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन | Compliance of BOQ Specification And Supporting Document](#)

**टिप्पणी | Note:** Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

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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

1. 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.
2. 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.
3. 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.
4. 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.
5. 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

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

##### 2.3 Generic

Manufacturer Authorization:Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

##### 2.4 Generic

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

##### 2.5 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.

## 2.6 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.

## 2.7 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.

## 2.8 Scope of Supply:

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

## 2.9 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

Inspection Plan No: 31

STAGE INSPECTION::

Waived

PREDISPATCH INSPECTION (INDIGENOUS):

Waived

PREDISPATCH INSPECTION (IMPORT):

Pre-dispatch Inspection-WAIVED COUNTRY OF ORIGIN ,BILL OF LADDING

FINAL RECEIPT INSPECTION:

RECEIPT INSPECTION

1. VISUAL INSPECTION

2. VERIFICATION OF DOCS

QAP & DOCUMENTS TO BE SUBMITTED:

Documents to be submitted:

1. MATERIAL TEST CERTIFICATE

2. FITMENT CERTIFICATE

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

INSPECTION TEXT:

1. BSL RESERVES THE RIGHT TO CONDUCT INSPECTION AT ANY STAGE PRIOR TO DESPATCH OR AFTER RECEIPT INCLUDING TESTING OF MATERIALS IRRESPECTIVE OF INSPECTION CLAUSE GIVEN IN THE PO.
2. ALL TEST REPORTS / DOCUMENTS MENTIONED IN PO HAVE TO BE SUBMITTED IN ADDITION TO THE DOCUMENTS MENTIONED IN INSPECTION PLAN ALONG WITH THE MATERIAL OR WHENEVER ASKED FOR.
3. CLEAR, VISIBLE IDENTIFICATION MARK (IM) OF THE SUPPLIER / MANUFACTURER HAS TO BE GIVEN ON THE MATERIAL AND IT HAS TO BE ENCIRCLED, FAILING WHICH THE MATERIAL MAY BE REJECTED. THE DETAILS OF THE "IM" <-&<-> ITS LOCATION ON THE MATERIAL HAS TO BE CLEARLY MENTIONED IN THE INVOICE / CHALLAN / PACKING LIST.

## 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.

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 extant 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 extant 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(PARA A,B,C & D) , SAIL may at its discretion, invalidate their bid, exclude them from 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.

E. The Tenderer shall be required to declare whether the proprietor or any partner of the firm or Director of their company as the case may be has any relation with any employee working with the Purchaser and if so, give the name of the employee and the relationship and also whether any of them has a relationship within the meaning of Section 6 of the Companies Act, 2013 with any of the Directors of Steel Authority of India Limited.

**A. KINDLY CONFIRM THE FOLLOWING TERMS & CONDITIONS;**

- (A) TERMS OF DELIVERY - FOR BSL STORE#**
  - (B) PAYMENT TERMS - 100% AGAINST GRN**
  - (C) PRICE TERM - FIXED**
  - (D) TAXES - PLEASE INDICATE CLEARLY YOUR TAXES AS APPLICABLE IN GST**
  - (E) QUANTITY - AS PER RFQ**
  - (F) KINDLY CONFIRM YOUR ACCEPTANCE OF TECHNICAL SPECIFICATION OF OUR BID WITHOUT ANY DEVIATION#**
  - (G) DELIVERY SCHEDULE - FULL ORDERED QUANTITY SHOULD BE SUPPLIED TO BSL STORES WITHIN 120 DAYS AFTER PO PLACEMENT.**
- Offers with delivery beyond 4 months shall summarily be rejected.

**B. Unloading Responsibility: BSL**

**C. Shipping Address:**  
DGM(Stores)  
Stores Department,  
Steel Gate, GateNo-9, Bokaro Steel Plant  
Bokaro Steel City, Jharkhand  
Pin-827001

**D. OFFERS OF ONLY EMPANELED VENDORS WILL BE CONSIDERING FOR TECHNO - COMMERCIAL EVALUATION. EMPANELED VENDORS ARE THOSE WHO ARE REGISTERED IN THE PARTICULAR MATERIAL GROUP **GO040702** WITH VALID REGISTRATION.**

E. IN CASE OF OFFER SUBMISSION BY THE AUTHORIZED DEALER OF THE OEM, CASE SPECIFIC / BID SPECIFIC OEM AUTHORIZATION TO BE PROVIDED WITH THEIR OFFER ON GEM PLATFORM.

Anti-Bribery Management System (ABMS) :

***By participating in this tender, the suppliers/Vendors/Contractors are deemed to have undertaken 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#***

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.