

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687740955442

मूल अनुबंध क्रमांक | Original Contract No : GEMC-511687759163162

अनुबंध तिथि | Generated Date : 07-May-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/3314817](#)

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 : Alloy Steel Plant कार्यालय क्षेत्र Office Zone: Materials Management Department	पद Designation : Sr Mgr Purchase Praveen संपर्क नंबर Contact No. : 0343-2545199- ईमेल आईडी Email ID : praveen.yadav.sail@nic.in जीएसटीआईएन GSTIN : - पता Address : Alloy Steels Plant Durgapur, BARDHAMAN, WEST BENGAL-713208, 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(ASP) वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : GM I/c(F &A)	Role: PAO भुगतान का तरीका Payment Mode: Internet Banking पद Designation : Rajesh Garodia ईमेल आईडी Email ID : amal.mondal.sail@nic.in जीएसटीआईएन GSTIN : 19AAACS7062F6Z6 पता Address: Alloy Steels Plant Durgapur, Bardhaman, WEST BENGAL-713208, India

विक्रेता विवरण Seller Details
जेम विक्रेता आईडी GeM Seller ID : 68B8200001328979 कंपनी का नाम Company Name : MITTER SYSTEMS CHEMICALS PVT LTD संपर्क नंबर Contact No. : 03432548267 ईमेल आईडी Email ID : mitter_2007@yahoo.co.in पता Address : 5/23,MAX MULLER PATH,CITY CENTRE, Bardhaman, WEST BENGAL-713216, - एमआईआई स्थिति MII Status : True एमएसएमई सत्यापित MSME verified : Yes एमएसएमई पंजीकरण संख्या MSME Registration number : - जीएसटीआईएन GSTIN: 19AACCM4412F1ZR (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 : null

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 : 600-3 A HOT TOP WITH COLLER WITH APC AND SEALING COMPOUND ब्रांड Brand : MITTER SYSTEMS CHEMICALS PVT. 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 : 600-3 A HOT TOP WITH COLLER WITH APC AND SEALING COMPOUND (Q3) मॉडल Model: 510001070 एचएसएन कोड HSN Code: HSN not specified by seller	4,500	set	1,532.82	जीएसटी GST (18%) : 4,208,760 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%) : 4,208,760 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (100%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (100%) : 0	6,897,690
कुल ऑर्डर मूल्य Total Order Value (in INR)						6,897,690

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 After	वितरण पूरा कब तक करना है Delivery To Be Completed By
	पद Designation : -					

1	ईमेल आईडी Email ID : con1.asp.durgapur@gembuyer.in संपर्क Contact : -9434798770- जीएसटीआईएन GSTIN : - पता Address : Alloy Steels Plant Durgapur, BARDHAMAN, WEST BENGAL-713208, India	600-3 A HOT TOP WITH COLLER WITH APC AND SEALING COMPOUND	-	4,500	07-May-2024	02-May-2025
Product Specification for 600-3 A HOT TOP WITH COLLER WITH APC AND SEALING COMPOUND						
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/26/56/225/CatalogAttrs/SpecificationDoc ument/2023/4/12/2023_04_12_19_20_37_spec_2023-04-12-19-20- 41_713354098e4c7ad1121c55930aefcf77.pdf				
खरीदार विशिष्टता दस्तावेज़ Buyer Specification Document:						
1. DrawingDocument		mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/1436962/54/78/703/Catal ogAttrs/DrawingDocument/2023/3/28/drawing-document-for-600-3-a-hot-tops_2023-03-28-14-59- 20_23638c06 279595954c405f604b54d6c9.pdf				
2. SpecificationDocument		mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/1436962/54/78/703/Catal ogAttrs/SpecificationDocument/2023/3/28/specification-document-for-600-3-a-hot-tops_2023-03-28-14-59 -20_91a1aaa85b38126f92aa2864ea9c1108.pdf				
शुद्धिपत्र Corrigendum						
1. तक बढ़ाया गया Extended Upto : 2023-05-06 12:00:00						
ईपीबीजी विवरण ePBG Detail						
सलाहकार बैंक Advisory Bank :				State Bank of India		
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):				3.00		
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						
<div>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.</div> <div>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.</div> <div>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.</div> <div>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.</div> <div>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.</div>						
नियम और शर्तें Terms and Conditions						
1. General Terms and Conditions-						
<div>1.1 This contract is governed by the General Terms and Conditions, conditions stipulated to this Product/Service as provided in the Marketplace.</div> <div>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</div>						
2. Buyer Added Bid Specific Terms and Conditions-						
<div>2.1 <i>Buyer Added Bid Specific ATC:</i></div> <div>Buyer Added text based ATC clauses</div> <div>I. Eligibility Criteria :-<div>i) Existing Approved Vendors of SAIL/ASP for 600-3 A Hot Tops shall be considered for evaluation of bids. Other than approved vendors of ASP for 600-3 A hot tops, vendors with ISO certification and fulfilling the criteria (ii) & (iii)will also be considered eligible.</div><div>ii) The suppliers must have experience in supplying Hot Tops for Ingots weighing more than 2 Ton.</div><div>iii) The supplier must have experience in supplying hot tops at least once during last 5 years in any of the SAIL Plants or any PSU Steel Plants, Central/State Government organizations/Public Listed Companies. Documents in support of point(ii),(iii) & ISO certification are to be submitted.</div></div> <div>II. Scope of Work:<div>i. Party has to manufacture and supply 600 — 3A superimposed hot tops with collar along with required amount of Anti - Piping Compound</div></div>						

(APC) and sealing compound

- ii. Party has to arrange for fitment of 600 — 3A hot tops on 600 — 3 mm mould in M.S. bay and New Mould Yard round the clock during their period of fitment.
- iii. Party has to ensure no hot top floating and no hot top boiling during their fitment period.
- iv. The hot top and anti-piping compound combination should give a flat pattern along the top portion of the ingot after solidification without any piping defects in the ingots during their fitment period.
- v. For hot tops fitted in new mould Yard for DSP route heats, APC has to be arranged at DSP Shop- floor.
- vi. Party has to keep minimum 7 days inventory of hot tops, APC and sealing compound during their fitment period.
- vii. One set hot — top consists of 1 (one) no. collared 600 — 3A hot-top along with 8.0 Kg of APC packed in two moisture proof bags and minimum 2.0 Kg of sealing Compound

III. TEST CERTIFICATE & GUARANTEE CERTIFICATE REQUIRED

- i. Test certificates for hot tops should be supplied by the party for each lot covering properties such as bulk density, type of hot top (insulating variety), % moisture content, % constituents used in the hot top making, weight of the hot top and the dimensional report of the hot top.
- ii. Test certificates for anti -piping compound should be supplied by the party for each lot covering properties such as form (powder / granules), colour of the powder, % metallic aluminium, % moisture content, % constituents used in the anti -piping compound, weight of the packet and expansion characteristics (5 gm / 5 minutes at 900°C).
- iii. Guarantee certificates are to be provided lot wise for hot tops and anti- piping compound that the hot tops and anti- piping compound are meeting the specifications.

IV. INSPECTION, SAMPLING & ACCEPTANCE CRITERIA

Hot tops supplied will be received in stores along with manufacturers' TC & GC. However, ASP reserves the right to inspect the material as & when required as per the following procedure.

- i. All trucks with hot tops and anti- piping compound reported at ASP by 12 Noon will be considered for composite sample collection in presence of authorized representative of the party and representatives of Stores /ASP & RCL / ASP. All such trucks after weighment will be report to Stores (CSD / FAS) for joint sample collection. Each truck load shall be considered as lot.
- ii. Sample shall be collected at Stores from the load truck. Inspection of the hot tops and anti- piping compound shall be done prior to use for every lot. Sampling of hot tops shall be done as per IS 2500 and sample size shall be as per the following protocol:

Lot size	Sample size	Acceptance number of defectives
Up to 100	3	0
101 — 150	5	0
151 - 300	8	0

Each hot top collected for sampling shall be subjected to weighment. If the number of defectives exceeds the acceptance level, the lot is rejected.

Since for every hot top, one anti - piping compound packet is used, the sample size of anti - piping compound shall be same as that of the hot tops. Similarly, the anti — piping compound packets shall be subjected to weighment. If the number of defectives exceeds the acceptance level, the lot is rejected.

Once the weight of anti - piping compound is OK. As per specification, the jointly collected packets shall be mixed after opening them to make a composite sample. Out of this, three samples shall be made of 10 gm — 100 gm weight each and one such sample shall be subjected to moisture and aluminum content testing. If the moisture content and aluminum content does not match the specification, the lot shall be rejected.

The result of joint sampling analysis of hot tops and Anti — piping compound done at ASP shall be considered final and binding to all the parties. The accepted lot shall be allowed for dispatch to SMS for unloading.

V. PENALTY CLAUSE:

- i. ASP shall deduct twice the value of hot tops (including the fitment charges) for the identified ingot that suffers from hot top floating / hot top boiling.
- VI. Terms of Payment: 100 % on GARN .GARN will be issued on monthly fitment certificate issued by SMS/ASP Fitment certificate will be issued against particular order on monthly basis after application. Unless fitment for full quantity against a challan is received at STORES, it will remain pending for GARN generation. Supplier will submit following documents:-
 - a. Tax Invoice / Bill in triplicate indicating GARN.
 - b. The supplier should quote the relevant HSN Code in all the documents pertaining to the payment of GST (i.e. Invoice / Challan / Consignment Note / Lorry Receipt etc.).
 - c. The GeM order No. and Date should be quoted in all bills along with last amended purchase order/amendment number and date (if any).Since acceptance of material is after fitment, relevant ASP's backup order reference and GARN may be collected from ASP through email.
 - d. Guarantee certificate, Manufacturer's Test Certificate and any other document/ Certificate as mentioned in the GeM Contract.

VII. Delivery term: The supplier has to supply the material as per monthly plan from SMS / ASP. Our tentative requirement is @ 2000 sets/month commencing from June'23. Fitment to be done round the clock of the supplied Hot Tops as per requirement of SMS.

VIII. As per Preference to Make in India order, purchase preference will be applicable only for vendors having minimum 50 % local content , whereas participation in the current tender will be restricted to class I and Class II vendors, i.e., vendors having minimum local content of 20%.

IX. Price is on Firm basis and will remain valid till completion of successful fitment of full order quantity against the contract.

X. Risk Purchase - If the supplier fails to deliver the stores either in full or in part, within the prescribed delivery period, the Purchaser shall be entitled at his option to take alternate procurement action, at the risk & cost of the supplier for the unsupplied portion of the goods /items for which delivery has expired without cancelling the contract in respect of stores not yet due for delivery, or to cancel the contract based on progress of work , including stores not due for delivery, and, if thought fit/ necessary, to purchase the stores at the risk and cost of the supplier. The price differential in case of higher cost to SAIL, if any, shall have to be borne by the defaulting supplier. Moreover the defaulting supplier shall have no claim over the quantity, which they failed to supply.

XI. Banning of Business Dealings: On arising any situation or occurrence of any event as mentioned in Clause 6 of the Guidelines on Banning of Business Dealings available on SAIL Tender website (www.sailtenders.com) , the tenderer/bidder or supplier under the tendering process or contract with SAIL, as the case may be, shall be liable for action under and in accordance with the aforementioned Guidelines. The "Guidelines on Banning of Business Dealings" shall form part of the Tender/Contract.

2.2 Buyer Added Bid Specific ATC:

Buyer uploaded ATC document [Click here to view the file.](#)

2.3 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.

2.4 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.

2.5 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.

2.6 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 Forms of EMD and PBG:

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

STEEL AUTHORITY OF INDIA LIMITED,ALLOY STEELS PLANT

Account No.

00000010390247006

IFSC Code

SBIN0008009

Bank Name

STATE BANK OF INDIA

Branch address

ISPAT BHAWAN,SURYA SEN SARANI,DURGAPUR-713208, WEST BENGAL

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

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.