

Contract



Contract No: GEMC-511687716250114

Generated Date: 17-Feb-2022

Bid/RA/PR No: [GEM/2021/B/1683861](#)

Organisation Details Type: Central PSU Ministry: Ministry of Chemicals and Fertilizers Department: Department of Fertilizers Organisation Name: Rashtriya Chemicals and Fertilizers Limited (RCF) Office Zone: Thal				Buyer Details Designation: MANAGER PURCHASE Contact No.: 02141-238580-2710 Email ID: buyer26.rcflr.mh@gembuyer.in GSTIN: - Address: 1st Floor, Administrative Building, RCF Ltd Thal, Alibag, RAIGARH(MH), MAHARASHTRA-402208, India																							
Financial Approval Detail IFD Concurrence: No Designation of Administrative Approval: CGM N Designation of Financial Approval: CM F				Paying Authority Details Payment Mode: Internet Banking Designation: Sr Manager Finance 1 Email ID: pao6.cmft.raigad@gembuyer.in GSTIN: 27AAACR2831H1ZK Address: 1st Floor, Administrative Building, RCF Ltd Thal, Alibag, Raigad, MAHARASHTRA-402208, India																							
Seller Details GeM Seller ID: VUE3210003207094 Company Name: TRIVENI EQUIPMENTS PVT LTD Contact No.: 07948004577 Email ID: sales@triveniequipments.com Address: Plot No. 2017, Phase-III,,GIDC Ind. Estate,,Ahmedabad,Ahmedabad, Ahmedabad, GUJARAT-382445, - MSME verified: Yes MSME Registration number: UDYAM-GJ-01-0037949 MSE Social Category: General MSE Gender: Male GSTIN: 24AAACT7171L1Z4 , 24AAACT7171L1Z4																											
*GST / Tax invoice to be raised in the name of - Consignee																											
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Seller Specification Document:

1. [SpecificationDocument1](#)

mkp.gem.gov.in/catalog_data/catalog_support_document/30/54/416/CatalogAttrs/SpecificationDocument/2021/11/30/2021_11_30_16_07_11_12221-technical-specifications_2021-11-30-16-13-19_d37d9d7246fd
9b9cdd8d77e2363af40d.pdf

Buyer Specification Document:

1. [SpecificationDocument](#)

mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/1333788/54/78/703/CatalogAttrs/SpecificationDocument/2021/11/18/specification-strainer_2021-11-18-09-37-42_b2d291e313dccfd2
07c947bafc0e74bd.pdf

Corrigendum

1. GeM-Bidding-Corr-2858158-1.pdf :[click here](#)
2. GeM-Bidding-Corr-2858158-2.pdf :[click here](#)
3. Extended Upto : 2021-12-14 11:00:00
4. Extended Upto : 2021-12-25 11:00:00

Terms and Conditions

1. General Terms and Conditions-

1.1 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) as available on the GeM portal (unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

1.2 Terms of delivery: Free Delivery at Site including loading/unloading. In respect of items requiring installation and / or commissioning and other services in the scope of supply (as indicated in respective product category specification / STC / ATC), and the cost of the same is also included in the Contract price.

1.2.1 Contracted goods should be delivered at the consignee or designated delivery location as per the working time of the buying organisation. Seller may get the same confirmed from consignee before scheduling delivery.

1.2.2 A copy of the contract should be available with the messenger / dispatching agency that delivers the Goods at consignee / delivery location (preferably pasted / attached outside the consignment / package) for easy reference and ease in delivery acceptance.

1.3 Delivery period: The Delivery Period/Time shall be essence of the Contract and delivery must be completed not later than such date(s). Any modification thereto shall be mutually agreed and incorporated in the Contract as per the provisions of the GTC.

1.4 Performance Security: If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller.

1.5 Taxes and Duties: Contract Prices are all inclusive i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. Break up of GST shall be indicated by the Seller while raising invoice / bill on GeM. While submitting the bill / invoice Seller shall undertake that the Goods and Services Tax (GST) charged on this bill is not more than what is payable under the provision on the relevant Act or the Rules made there under and that the Goods on which GST has been charged have not been exempted under the GST Act or the Rules made there under and the charges on account of GST on these goods are correct under the provision of that Act or the rules made there under.

1.6 Octroi Duty and / or other local taxes: Contract Prices are all inclusive hence no reimbursement over and above the contract price(s) shall be allowed to seller towards payment of local taxes (such as levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies etc).

1.7 Limitation of Liability: The provisions of limitation of liability between Buyer and Seller as given in the GTC shall be applicable here.

1.8 Resolution of disputes: The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.

1.9 Liquidated Damages: If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever. In case, Service Level Agreement (SLA) is applicable the same shall be applicable for the Contract.

1.10 Financial Certificate:

1.10.1 The expenditure involved for this purpose has received the Sanction of the competent financial authority.

1.10.2 The funds are available under the proper head in the sanction budget allotment for the concern financial year.

1.10.3 I have been fully authorized by the department to sign the supply order or incur the liability of the Goods being ordered.

1.11 The bidder should submit a self declaration to the effect in bidder's official letter head that their agency have not been black listed by any Agency whatsoever till date.

2. Buyer Added Bid Specific Terms and Conditions-

2.1 Generic:

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

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 Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

ADDITIONAL REQUIREMENTS / TECHNICAL CONDITIONS -

- 1. PARTY TO FABRICATE STRAINER EXACTLY AS PER RCF DRAWING NO. TH/11/2096.**
- 2. MATERIALS OF CONSTRUCTION WILL BE SS-304 FOR ALL THE ITEMS.**
- 3. PARTY TO FURNISH MTC ALONG WITH SUPPLY.**

Technical prequalification criteria-

VENDOR SHALL HAVE MANUFACTURED AND SUPPLIED AT LEAST ONE FABRICATED CONICAL STRAINER OF SIZE 400 MM (LONG DIA) IN MOC SS 304 IN THE LAST SEVEN YEARS. VENDOR SHALL SUBMIT COPY OF PURCHASE ORDER AND DRAWING OF THE SUPPLIED STRAINER IN SUPPORT OF THE ABOVE.

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2.4 Buyer Added Bid Specific ATC

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

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.