

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687778010718

अनुबंध तिथि | Generated Date : 14-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4207175](#)

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्ररूप   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 : CGM वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : GM(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 : BC3B18000099319 कंपनी का नाम   Company Name : EXIDE INDUSTRIES LIMITED संपर्क नंबर   Contact No. : 09873355142 ईमेल आईडी   Email ID : SoumenD@exide.co.in पता   Address : 59E, EXIDE HOUSE, CHOWRINGHEE ROAD, CHOWRINGHEE ROAD, KOLKATA, WEST BENGAL-700020, - एमआईआई स्थिति   MII Status : True एमएसएमई सत्यापित   MSME verified : No एमएसएमई पंजीकरण संख्या   MSME Registration number : - जीएसटीआईएन   GSTIN : 19AAACE6641E1ZS

\*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 : EXIDE PLANTE 300AH BATTERY ब्रांड   Brand : EXIDE ब्रांड प्रकार   Brand Type : Registered Brand 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 : EXIDE PLANTE 300AH BATTERY (Q3) मॉडल   Model : YKP25 एचएसएन कोड   HSN Code : 85072000	5	set	2,231,756.8	जीएसटी   GST (28%) : 2,440,984 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 (100%) : 2,440,984 जीएसटी उपकर पर आईटीसी 1   ITC on GST Cess 1 (100%) : 0 जीएसटी उपकर पर आईटीसी 2   ITC on GST Cess 2 (100%) : 0	11,158,784
कुल ऑर्डर मूल्य   Total Order Value (in INR)						11,158,784

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   Delivery Start After	वितरण पूरा कब तक करना है   Delivery To Be Completed By

1	पद   Designation :- ईमेल आईडी   Email ID : con1.sail.or@gembuyer.in संपर्क   Contact :- जीएसटीआईएन   GSTIN : 21AAACS7062F2ZP पता   Address : Office of GM I/c Stores & Inspection, Rourkela Steel Plant, Rourkela, SUNDERGARH, ODISHA-769011, India	EXIDE PLANTE 300AH BATTERY	-	5	14-Mar-2024	12-Jun-2024
---	--	-------------------------------	---	---	-------------	-------------

### Product Specification for EXIDE PLANTE 300AH BATTERY

विनिर्देश   Specification	उप-विनिर्देश   Sub-Spec	मूल्य   Value
Custom Specification	Custom Specification	Yes

### विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:

1. <a href="#">SpecificationDocument1</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/04/67/442/CatalogAttrs/SpecificationDocument/2023/12/13/2023_12_13_12_34_26_ykp25_gtp_2023-12-13-12-34-30_5d1291839896e5951425631f067d552b.pdf
---	---

### खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

1. <a href="#">SpecificationDocument</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/553319/54/78/703/CatalogAttrs/SpecificationDocument/2023/11/14/1_2023-11-14-11-10-31_d82902ec75c9a3f10dc271a4d2d848d7.pdf
--	--

### 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

- 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 Scope of Supply:

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

##### 2.3 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:

Joint inspection by Indentor and Manager-Inspection at RSP stores

##### 2.4 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

**1) BIDDER MUST ACCEPT THE TENDERED SPECIFICATION. OFFERS NOT CONFORMING TO TENDERED SPECIFICATION SHALL**

**BE SUMMARILY REJECTED.**

**2) BIDDERS SHALL SUBMIT THE GA WITH DIMENSIONAL DATA & GTP OF OFFERED ITEM WITH MODEL NO, DIMENSIONAL DRAWING OF CELLS AND BATTERY RACKS, LIST OF ACCESSORIES (AS MENTIONED IN SPECIFICATION) WITH THE BID. BIDDER SHALL ALSO SUBMIT THE GA OF THE BATTERY STAND. BIDS WITHOUT THESE DOCUMENTS SHALL NOT BE CONSIDERED FOR EVALUATION.**

**3) THE SUCCESSFUL BIDDER SHALL GET THESE GTP, DIMENSIONAL DRAWING AND ACCESSORIES LIST APPROVED FROM THE INDENTING DEPARTMENT BEFORE SUPPLY.**

**4)**

**a>EXTRA 400 LITERS BATTERY GRADE SULPHURIC ACID IN 16 NOS (25 LITER CAPACITY) ACID RESISTANCE JERRY CANS TO BE SUPPLIED IN ADDITION TO 1225 LITRE TO BE SUPPLIED AS PER SPECIFICATION, FOR EACH BATTERY SET.**

**b>10 % EXTRA LEAD COATED FASTNERS(NUTS, BOLTS, LINKS) TO BE SUPPLIED WITH EACH BATTERY SET.**

**c>TERMINALS OF THE BATTERY SHALL BE BOLTED TYPE ONLY.**

**5) THE SUPPLY OF EACH BATTERY BANK ALSO CONSISTS OF FOLLOWING ACCESSORIES AS MENTIONED IN SPECIFICATIONS :**

- I) DIGITAL MULTIMETER CUM TONG-TESTER (METRAVI-DT3690)**
- II) BATTERY HYDROMETER**
- III) THERMOMETER**
- IV) SPARE CELLS-3 NOS WITH EACH BANK**
- V) SAFETY APPLIANCES LIKE RUBBER APRONS, GLOVES AND GUM BOOTS**
- VI) REQ SPANNERS SET**
- VII) PETROLIUM GELLY-3000GM**
- VIII) MUG & FUNNEL ACID RESISTANT**
- IX) VENT PLUG(EXPLOSION PROOF CERAMIC TYPE)-220 NO**

**6) THE BATTERY BANK ACCESSORIES AND COMPONENT LIKE LEAD COATED NUTS, BOLTS, LINKS, HYDROMETER, APRON, HAND GLOVES, INSULATORS AND NO. TAGS, MUG, FUNNEL, GUM BOOT, PETROLIUM JELLY (3KG), THERMOMETER, SPANNERS, DC TONG TESTER FOR EACH BATTERY SET SHALL BE PACKED SEPARATELY AND MARKING THE PACK ACCORDINGLY.**

**7) UNIT OF MEASUREMENT "SET" MENTIONED IN SPECIFICATION IS DEFINED AS ONE SET OF BATTERY, ACCESSORIES, BATTERY STAND AND 3 NOS EXTRA CELLS (TOTAL 110 + 3 = 113 CELLS).**

**8) INSPECTION TERMS:**

**JOINT INSPECTION BY BY INDENTER AND MANAGER (INSPECTION) STORES OR THEIR REPRESENTATIVE, SHALL BE DONE AT RSP STORES AFTER DELIVERY ON THE BASIS OF APPROVED GA, GTP, DIMENSIONAL DRAWING, ACCESSORIES LIST AND GC & TC.**

**9) GUARANTEE CLAUSE:**

**THE SUPPLIER SHALL GUARANTEE SATISFACTORY PERFORMANCE FOR A PERIOD OF 18 MONTHS OF RECEIPT AT CENTRAL STORE OR 12 MONTHS FROM INSTALLATION, WHICHEVER IS EARLIER.**

**10) PACKING CLAUSE:**

**BATTERIES SHALL BE SUITABLY PACKED TO AVOID DAMAGE DURING TRANSPORTATION. ANY DAMAGED COMPONENT SHALL BE REPLACED FREE OF COST BY THE FIRM. SPECIAL CARE SHALL BE TAKEN FOR PACKING OF ACID JARS. ALL ACCESSORIES PER BATTERY SET SHALL BE PACKED SEPARATELY WITH PACKING LIST.**

**11) ELIGIBILITY CRITERIA:**

**I. THE BIDDER SHOULD BE EITHER ORIGINAL EQUIPMENT MANUFACTURER (OEM) OF SUB-STATION GRADE LEAD ACID / NICKEL CADMIUM / PLANTE BATTERY IN INDIA OR AUTHORIZED DEALER / CHANNEL PARTNER OF OEM.**

**II. THE BIDDER MUST HAVE SUPPLIED AT LEAST ONE SET OF 300 AH OR HIGHER RATED BATTERY SETS TO ANY PSU/ GOVT. ORGANISATION/ PUBLIC LIMITED COMPANY WITHIN LAST SEVEN YEARS FROM THE DATE OF NIT.**

**III. FOLLOWING DOCUMENT MUST BE SUBMITTED IN SUPPORT OF THE ELIGIBILITY CRITERIA:-**

**A) SELF CERTIFIED COPY OF THE PURCHASE ORDER/ORDERS CLEARLY MENTIONING THE QUANTITY, TYPE AND SIZE OF BATTERY SETS SUPPLIED.**

**B) CERTIFICATE FROM THE END USER OR PROOF OF SUPPLY OR PAYMENT AGAINST THE ORDER / ORDERS FROM THE END USER.**

**C) IF THE BIDDER IS AUTHORISED DEALER / CHANNEL PARTNER OF OEM, THEN, THEY SHALL SUBMIT A VALID AUTHORIZATION LETTER FROM OEM CERTIFYING THE SAME.**

-----  
**Bidders must also note the following-**

**(1) Bidders must give self-declaration that all terms and conditions of the tender are acceptable to him/her. Bidder(s) is not required to upload the signed copy of the Bid/RFQ again.**

**(2) Only relevant document(s) to be uploaded for technical and commercial scrutiny. Check list is as follows:-**

**(I) Bid security declaration**

**(II) Non-collusive tendering certificate**

**(III) Declaration vide annexure-III**

**(IV) Commercial data sheet**

**(V) Documents to fulfill eligibility criteria mentioned in the bid**

**(3) Submission of additional documents beyond the requirement shall not be taken cognizance of.**

**(4) This bid is restricted for participation from class-I/class-II bidders as the Public procurement order 2017 dtd 04.06.2020. Bidders must submit declaration, indicating whether they are class-I/class-II local suppliers for this product**

**(5) Bidders must submit 'bid security declaration' in place of EMD, 'non collusive tendering certificate' and 'commercial data sheet' along with their bid for consideration of their offer. The mentioned declaration formats are enclosed as 'annexure' along with this bid.**

**(6) Non-submission of documents sought in the bid may lead to rejection of offer.**

**(7) Bidders may kindly note that since there is no provision to incorporate any deviation with respect to bid/GeM terms in GeM PO hence any variation with bid/GeM terms given by the firm in the form of attachment shall not be considered and the firm shall be evaluated based on the terms of bid only. Bidders are requested to clarify the same vide representations before submission of bid.**

**(8) SAIL-RSP is entitled to claim credit of input tax paid on the supply of the bid item (as applicable)**

**(9) 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 an 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.**

**(10) 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.**

**(11) Hard copy of the invoice signed and with seal (or digitally signed invoice), has to be sent to Manager (F&A), Store bills, Administration Building, Rourkela Steel Plant, Rourkela, Odisha 769011. This will help us in ensuring timely payments.**

**(12) Bidders must note that in case of submission of offer, it will be assumed that you have accepted and will abide by the following clause:-**

**"This is to undertake that while participating in this tender or the execution of the contract thereafter, we shall not give or take, any financial or non-financial bribe, to and from anyone and if we notice any such happening, we shall report it to SAIL vigilance."**

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।

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