

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687770825307

अनुबंध तिथि | Generated Date : 30-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4669176](#)

संगठन विवरण   Organisation Details		खरीदार विवरण   Buyer Details	
प्ररूप   Type :	Central PSU	पद   Designation :	Associate 7
मंत्रालय   Ministry :	Ministry of Steel	संपर्क नंबर   Contact No. :	-
विभाग   Department :	Steel Authority of India Limited	ईमेल आईडी   Email ID :	buyer7.rsp.or@gembuyer.in
संगठन का नाम   Organisation Name :	Rourkela Steel Plant	जीएसटीआईएन   GSTIN :	-
कार्यालय क्षेत्र   Office Zone:	Materials Management Purchase	पता   Address :	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	Role:	PAO
प्राविधिक अनुमोदन का पदनाम	GM(MM)PUR	भुगतान का तरीका	Internet Banking
Designation of Administrative Approval:		Payment Mode:	
वित्तीय अनुमोदन का पदनाम	GM(MM)PUR	पद   Designation :	Deputy General Manager
Designation of Financial Approval :		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 :	U11R210002533760
कंपनी का नाम   Company Name :	POWER TECH SERVICE CENTRE
संपर्क नंबर   Contact No. :	09861132779
ईमेल आईडी   Email ID :	power_tech_2006@yahoo.com
पता   Address :	SHOP NO - 177, NEW BUS-STAND, FM MARKET COMPLEX, ROURKELA, ROURKELA, Sundergarh, ODISHA-769001, -
एमआईआई स्थिति   MII Status :	True
एमएसएमई सत्यापिति   MSME verified :	No
एमएसएमई पंजीकरण संख्या   MSME Registration number :	UDYAM-OD-30-0002915
एमएसई सामाजिक श्रेणी   MSE Social Category :	General
एमएसई लिंग श्रेणी   MSE Gender :	Male
जीएसटीआईएन   GSTIN:	21AGMPB8129M1ZB (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 : LED, STREET LIGHT, 150W, 230VAC, 50HZ, ANSLW150 ब्रांड   Brand : ARYA 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 चतुर्भूति   Category Name & Quadrant : LED, STREET LIGHT, 150W, 230VAC, 50HZ, ANSLW150 (Q3) मॉडल   Model: ANSLW150 एचएसएन कोड   HSN Code: 9405	330	pieces	1,504	जीएसटी   GST (18%) : 75,709.831 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 GSTI (100%) : 75,709.831 जीएसटी उपकर पर आईटीसी 1   ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2   ITC on GST Cess 2 (0%) : 0	496,320
कुल और मूल्य   Total Order Value (in INR)						496,320

परेष्टी विवरण | Consignee Detail

क्र.सं.   S.No	परेष्टी   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	<p>पद   Designation : - ईमेल आईडी   Email ID : con1.sail.or@gembuyer.in संपर्क   Contact : -- जीएसटीआईएन   GSTIN : 21AAAC57062F2ZP पता   Address : Office of GM I/c Stores &amp; Inspection, Rourkela Steel Plant, Rourkela, SUNDERGARH, ODISHA-769011, India</p>	<p>LED, STREET LIGHT, 150W, 230VAC, 50HZ, ANSLW150</p>	-	330	30-Apr-2024	29-Jun-2024
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### Product Specification for LED, STREET LIGHT, 150W, 230VAC, 50HZ, ANSLW150

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

### विक्रेता विशेषता दस्तावेज़ | Seller Specification Document:

1. <a href="#">Specification Document 1</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/87/05/054/CatalogAttrs/SpecificationDocument/2024/3/13/2024_03_13_07_29_54_7_atc_7_it_1_specification_acc_2024-03-13-07-29-58_8db6916cf94e71f757dfc99d5496a39c.pdf
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### खरीदार विशेषता दस्तावेज़ | Buyer Specification Document:

1. <a href="#">Specification Document</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/9200146/54/78/703/CatalogAttrs/SpecificationDocument/2024/2/20/custom_208_2024-02-20-17-03-03_c89a718f78e4cac7aa245ac2b9c850b9.pdf
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### शुद्धिपत्र | Corrigendum

### 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 scope. Seller will invoice Zero GST and GST cess in the invoice to buyer.

### नियम और शर्तें| Terms and Conditions

#### 1. General Terms and Conditions-

- This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 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 Scope of Supply:

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

##### 2.5 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

SPECIAL TERMS & CONDITIONS:-

- 1) MANUFACTURER'S MONOGRAM TO BE FIXED/EMBOSSED ON THE BODY OF THE ITEM. FIRMS TO QUOTE MATERIAL AS PER THE SPECIFICATION AND CONSIDERING THE SPECIAL TERMS ALSO.**
- 2) DRIVER SHALL BE INTEGRAL TO THE LUMINARE.**
- 3) FIRMS TO ATTACH THE TECHNICAL DATA SHEET WITH THEIR OFFER FOR SCRUTINY AND TECHNICAL SUITABILITY. THE DATASHEET SHOULD INCLUDE THE MODEL NO, CEILING CUT OUT DIA ALONG WITH OTHER DETAILS.**
- 4) OFFERS WITHOUT TECHNICAL DATA SHEET SHALL BE OUTRIGHTLY REJECTED WITHOUT WAITING OR ASKING FOR SUBMISSION OF DATA SHEET. OFFERS WITH ONLY "NO TECHNICAL DEVIATION" SHALL NOT BE CONSIDERED AND SHALL BE REJECTED ON TECHNICAL GROUND.**
- 5) AFTER PLACEMENT OF ORDER THE SUPPLIER HAS TO GET THE PRODUCT DATA SHEET WITH MODEL NUMBER AND PRODUCT PHOTO APPROVED BY THE INDENTOR BEFORE SUPPLY, AS THIS SHALL BE A BASIS FOR INSPECTION AGENCY.**
- 6) MATERIAL BECOMING DEFECTIVE WITHIN THE GUARANTEE PERIOD SHALL BE REPLACED BY THE FIRM AND REPAIR OF DEFECTIVE ITEMS ARE NOT ALLOWED.**
- 7) GC & TC TO BE PROVIDED ALONG WITH THE MATERIAL.**
- 8) SUPPLY AGAINST THIS TENDER HAS TO BE COMPLETED IN WITHIN THE SCHEDULED DELIVERY PERIOD.**
- 9) LUMINAIRE SHOULD CONFIRM TO IEC60598.**
- 10) DRIVER SHOULD COMPLY WITH IEC 61347-2-13 FOR SAFETY.**
- 11) MAKE OF LED SHOULD BE: PHILLIPS LUMINED / CREE/ NICHIA/ OSRAM/ BRIDGELUX/ SAMSUNG/SEOUL ONLY.**

INSPECTION TERM:-

**AS PER GC,TC, SPECIFICATION AND SPECIAL TERMS & CONDITIONS.**

GUARANTEE CLAUSE:-

**THE MANUFACTURER HAS TO GIVE GUARANTEE FOR TROUBLE FREE OPERATION OF THE ITEMS FOR A PERIOD OF 18 MONTHS FROM THE DATE OF INSTALLATION OR 24 MONTHS FROM THE DATE OF SUPPLY AT RSP STORES WHICHEVER IS EARLIER. DEFECTIVE MATERIALS SHALL BE REPLACED BY THE SUPPLIER BY THEIR OWN MEANS.**

PACKING CLAUSE:-

**MATERIAL TO BE PACKED SUITABLY TO AVOID ANY DAMAGE DUE TO TRANSPORTATION OR HANDLING.**

Delivery requirement

**MATERIALS TO BE SUPPLIED WITHIN 60 DAYS FROM THE DATE OF PLACEMENT OF PURCHASE ORDER.**

PRICE VARIATION:-

**FIRM TILL DELIVERY**

ELIGIBILITY CRITERIA:-

**1. IF RESELLER OTHER THAN MANUFACTURER OF LED LIGHTS THEN VALID AUTHORIZATION FROM THE RESPECTIVE OEM OF LED LIGHTS TO BE SUBMITTED ALONG WITH THE QUOTATION.**

**2. PAST PERFORMANCE: THE BIDDER OR ITS OEM {THEMSELVES OR THROUGH RESELLER(S)} SHOULD HAVE SUPPLIED 100 NOS(MINIMUM) LED LIGHTS OF 150W OR HIGHER TO ANY CENTRAL / STATE GOVT ORGANIZATION / PSU / PUBLIC LISTED COMPANY AT LEAST ONCE DURING LAST 3 YEARS BEFORE THE BID OPENING DATE. PURCHASE ORDER COPY CORRESPONDING PROOF OF SUPPLY, VIZ GOODS ACCEPTANCE / RECEIPT CERTIFICATE/ CHALLAN/ PAYMENT RECEIPT TO BE SUBMITTED ALONG WITH TECHNO COMMERCIAL BID.**

**OTHER TERMS:**

**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/RFP 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 DT D 04.06.2020. BIDDERS MUST SUBMIT DECLARATION, INDICATING WHETHER THEY ARE CLASS-I/CLASS-II LOCAL SUPPLIERS FOR HIS 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 FORMS 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/GE M 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 CLA RIFY 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) 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 MAT ERIAL UPON RECEIPT IN SAIL-RSP.

(10). ALL PRICES QUOTED ON GEM WILL BE ON LANDED COST BASIS, INCLUSIVE OF GST AND ALL TAXES/DUTIES.

(11). NO TECHNICAL DEVIATION IS ACCEPTABLE. BY SUBMITTING OFFER AGAINST THIS BID, THE BIDDER IS ACCEPTING ALL TERM S & CONDITIONS OF THE BID AS WELL AS GEM TERMS & CONDITIONS.

(12) ANY TECHNICAL QUERY/ CLARIFICATION, IS TO BE ROUTED THROUGH THE PRE-BID REPRESENTATION FUNCTIONALITY AVAIL ABLE AGAINST THIS BID.

(13) RISK PURCHASE (RPN) CLAUSE: SUBJECT TO THE TERMS AND CONDITIONS OF THE GEM CONTRACT, IF THE SUPPLIER NEGLECT S 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 15 DAYS' NOTIC E TO THE SELLER TO RECTIFY OR SUCH ANY 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 SIM ILAR 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 RIG HT OF PURCHASER TO TERMINATE THE CONTRACT DUE TO THE FAULT OF THE SUPPLIER. THE PRICE DIFFERENTIAL IN CASE OF HI GHER COST TO RSP SAIL, IF ANY, SHALL HAVE TO BE BORNE BY THE DEFAULTING SUPPLIER. SAIL-RSP RESERVES THE RIGHT TO RE COVER THE PRICE DIFFERENTIAL FROM PENDING BILLS OF THE SUPPLIER IN RSP OR OTHER SAIL UNITS.

MOREOVER, THE DEFAULTING SUPPLIER SHALL HAVE NO CLAIM OVER THE QUANTITY, WHICH THEY FAILED TO SUPPLY.

(14) RSP WILL BE PLACING BACK-UP ORDER AGAINST GEM CONTRACT(S) ON SUCCESSFUL BIDDER(S). THE CONCERNED BIDDER H AS TO MENTION THE BACK-UP ORDER NUMBER IN THE INVOICES FOR PROPER ACCOUNTING OF MATERIAL UPON RECEIPT IN RSP

(15).AFTER RECEIPT AND ACCEPTANCE OF MATERIALS, HARD COPY OF THE INVOICE SIGNED AND WITH SEAL (OR DIGITALLY SIGN ED INVOICE), HAS TO BE SENT TO THE FOLLOWING ADDRESS FOR ENSURING TIMELY PAYMENTS.-:

GENERAL MANAGER, F&A - STORE BILLS, ADMINISTRATIVE BUILDING, ROURKELA STEEL PLANT, ROURKELA, ODISHA 769011

## 2.6 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।

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