

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	
प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval:		GM(MM)PUR		भुगतान का तरीका Payment Mode:		Internet Banking	
वित्तीय अनुमोदन का पदनाम Designation of Financial Approval :		GM(MM)PUR		पद Designation :		Deputy General Manager	
				ईमेल आईडी Email ID :		nabendukumar.sahoo.sail@nic.in	
				जीएसटीआईएन GSTIN :		21AAACS7062F2ZP	
						OFFICE OF GM (F&A - STORE BILLS), SAIL - ROURKELA STEEL PLANT,	
				पता Address:		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 सत्यापित 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				
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 चतुर्थांश 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 GST1 (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 ऑर्डर मूल्य Total Order Value (in INR)						496,320	
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	LED, STREET LIGHT, 150W, 230VAC, 50HZ, ANSLW150	-	330	30-Apr-2024	29-Jun-2024
Product Specification for LED, STREET LIGHT, 150W, 230VAC, 50HZ, ANSLW150						
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/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				
खरीदार विशिष्टता दस्तावेज़ Buyer Specification Document:						
1. SpecificationDocument		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				
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						
<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>						
नियम और शर्तें Terms and Conditions						
1. General Terms and Conditions-						
<p>1.1 This contract is governed by the General Terms and Conditions, conditions stipulated to this Product/Service as provided in the Marketplace.</p> <p>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</p>						
2. Buyer Added Bid Specific Terms and Conditions-						
<p>2.1 <i>Generic</i></p> <p>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 %.</p>						
<p>2.2 <i>Generic</i></p> <p>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.</p>						
<p>2.3 <i>Generic</i></p> <p>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</p>						
<p>2.4 <i>Scope of Supply:</i></p> <p>Scope of supply (Bid price to include all cost components) : Only supply of Goods</p>						
<p>2.5 <i>Buyer Added Bid Specific ATC:</i></p> <p>Buyer Added text based ATC clauses</p>						

SPECIAL TERMS & CONDITIONS:-

- 1) MANUFACTURER'S MONOGRAM TO BE FIXED/EMBOSSSED 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 DEFFECTIVE 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 WHICH EVER IS EARLIER. DEFFECTIVE 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 60DAYS FROM THE DATE OF PLACEMENT OF PURCHASE ORDER.

PRICE VARIATION:-

FIRM TILL DELIVERY

ELIGIBILITY CRITERIA:-

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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 TO 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/RFO 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 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) 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.

(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 TERMS & 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 AVAILABLE AGAINST THIS BID.

(13) RISK PURCHASE (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 15 DAYS' NOTICE 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 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. SAIL-RSP RESERVES THE RIGHT TO RECOVER 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 HAS 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 SIGNED 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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