

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687713313104

अनुबंध तिथि | Generated Date : 04-Jun-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4248570](#)

अनुसूची नाम | Schedule Name: Schedule 4

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्रकार   Type : Central PSU मंत्रालय   Ministry : Ministry of Steel विभाग   Department : NMDC Limited संगठन का नाम   Organisation Name : NMDC Limited कार्यालय क्षेत्र   Office Zone: Hyderabad	पद   Designation : BBM10 संपर्क नंबर   Contact No. : 07857-230751- ईमेल आईडी   Email ID : buycon7.nmdc.bachel@gembuyer.in जीएसटीआईएन   GSTIN : 22AAACN7325A1Z5 पता   Address : NMDC LTD, BACHELI COMPLEX, BAILADILA, BACHELI PO, CHATTISGARH, DANTEWADA, CHHATTISGARH-494553, 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: GM (materials) वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval: GM(FINANCE)	Role: PAO भुगतान का तरीका   Payment Mode: Offline पद   Designation : DEPUTY MANAGER ईमेल आईडी   Email ID : pao11.nl.cg@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address: NMDC LTD, BACHELI COMPLEX, BAILADILA, BACHELI PO, CHATTISGARH, DANTEWADA, CHHATTISGARH-494553, India

विक्रेता विवरण   Seller Details
जेम विक्रेता आईडी   GeM Seller ID : 7C60180000095430 कंपनी का नाम   Company Name : PYROTECH ELECTRONICS PVT. LTD. संपर्क नंबर   Contact No. : 09309360306 ईमेल आईडी   Email ID : tender@pyrotechlighting.com पता   Address : F-16A, ROAD NO. 3 MIA, MADRI, Udaipur, RAJASTHAN-313003, - एमआईआई स्थिति   MII Status : True एमएसएमई सत्यापित   MSME verified : No एमएसएमई पंजीकरण संख्या   MSME Registration number : UDYAM-RJ-33-0002194 एमएसएमई सामाजिक श्रेणी   MSE Social Category : General एमएसएमई लिंग श्रेणी   MSE Gender : Male जीएसटीआईएन   GSTIN: 08AABCP2186Q1ZU (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 : 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 : 1700009197 LED 400W FLOOD LIGHT FITTING ब्रांड   Brand : PYROTECH 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 : BOQ (Q3) मॉडल   Model: PD-17-D-L-WXOA एचएसएन कोड   HSN Code: 9405	90	NO	7,778	NA	700,020
कुल ऑर्डर मूल्य   Total Order Value (in INR)						700,020

परोक्षी विवरण   Consignee Detail						
क्र.सं.   S.No	परोक्षी   Consignee	वस्तु   Item	लॉट नंबर   Lot No.	मात्रा   Quantity	दिलोके के बाद डिलीवरी शुरू करना है   Delivery Start	वितरण पूरा कब तक करना है   Delivery To Be Completed

					After	By
1	पद   Designation :- ईमेल आईडी   Email ID : buycon127.nl.cg@gembuyer.in संपर्क   Contact :- जीएसटीआईएन   GSTIN :- पता   Address : NMDC LTD, BACHELI COMPLEX, BAILADILA, BACHELI PO, CHATTISGARH, DANTEWADA, CHHATTISGARH-494553, India	1700009197 LED 400W FLOOD LIGHT FITTING	-	90	04-Jun-2024	01-Dec-2024

### विनिर्देश | Specification1

[विशिष्टता दस्तावेज़ | Specification Document](#)

[क्रेता बीओक्यू दस्तावेज़ | Buyer BOQ Document](#)

[बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन | Compliance of BOQ Specification And Supporting Document](#)

**टिप्पणी | Note::** Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

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### शुद्धिपत्र | Corrigendum

1. GeM-Bidding-Corr-5639903-1.pdf : [यहां क्लिक करें | click here](#)
2. तक बढ़ाया गया | Extended Upto : 2023-12-19 14:00:00
3. GeM-Bidding-Corr-5639903-4.pdf : [यहां क्लिक करें | click here](#)
4. GeM-Bidding-Corr-5639903-5.pdf : [यहां क्लिक करें | click here](#)
5. तक बढ़ाया गया | Extended Upto : 2023-12-29 09:00:00

### ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक | Advisory Bank :

NA

ईपीबीजी प्रतिशत (%) | ePBG Percentage(%):

NA

### 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.

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.

##### 2.2 Scope of Supply:

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

##### 2.3 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

Additional terms & conditions mentioned below supersede the GEM GTC.

If any deviations are not mentioned by the bidder, it is deemed that they are agreeing to all bid ATC.

1. EARNEST MONEY DEPOSIT (EMD) :- Your Tender must be accompanied by EMD as per GeM Bid. which can be submitted in the following modes only:-

a) Online transfer through SB collect.

Detailed procedure for online transfer through SB collect is as follows:

1. Visit: [www.onlinesbi.sbi/https://www.onlinesbi.sbi/sbcollect/collecthome.htm](http://www.onlinesbi.sbi/https://www.onlinesbi.sbi/sbcollect/collecthome.htm) - PSU Public Sector.
2. Click on SB Collect.
3. Tick the terms acceptance box and Click on Proceed.
4. On State Bank Collect Page Select State - Chhattisgarh and Select Type of Corporation - PSU then Click on GO button.
5. Select PSU- National Mineral Development Corporation and Submit.

6. Select the Payment Category of Bachel Complex.

7. Fill the details on the Details of Payment Page and Submit.

8. Select the payment Method in the given List.

9. Complete the payment process.

10. Receipt of the EMD payment will be generated which is to be uploaded in the bid.

b) In the form of a Bank Guarantee of equivalent amount drawn from any Nationalized bank/ scheduled commercial bank in India, in a prescribed format enclosed herewith and favoring NMDC. BG should be valid for a period of six months from the date of submission of your offer. The supplier shall forward the original EMD BG to "GM (Materials), NMDC BIOM Bachel Complex-494556, C.G." Copy of EMD BG shall be uploaded in the bid.

Bank Account # State Bank of India,

NMDC's Account # 10932466161

IFSC Code SBIN003183,

MICR # 494002534, Bank Code 3183,

Branch : Bachel - 494 553, Dist. Dantewada (CG)

c) Tenderer of Micro & Small Enterprises (MSEs) registered with UDYAM will be exempted from payment of Earnest Money Deposit against submission of documentary proof of such registration certificate as a manufacturer for the tendered items/ item category/group under Udyam Registration. Traders /Dealers have to submit EMD, only MSE manufacturers are exempted.

d) EMD submitted in any other format/mode other than specified above shall not be acceptable.

e) Without EMD the tender will be summarily rejected.

f) EMD exemption shall be as per GeM guidelines.

2) Bidders shall submit complete technical specifications (including brochure if available) along with offer. Otherwise your offer is liable for rejection, without any further correspondence.

3. LIMITATION OF LIABILITY :- Except in cases Criminal Negligence of willful non-Performance or willful default.

a) The Supplier/ Contractor shall not be liable to the Employer, whether in contract, tort or otherwise, for any indirect or consequential loss or damage, loss or use, loss of Production, or loss of profit or interest costs.

AND

b) The aggregate liability of the Supplier/ Contractor to the employer, whether under the contract, in tort or otherwise including the cost of repairing or replacing defective equipment, shall not exceed the 100 % (Hundred percent) of the contract price plus escalation if applicable as per contract, provided that this limitation shall not apply to any obligation of the contract, to indemnify the employer with respect to copyright, patent infringement, workmen compensation and statutory liabilities in general that the employer may be required to additionally bear due to default of the supplier/contractor.

4. FORCE MAJEURE CLAUSE :- If at any time during the continuance of Acceptance of Tender (A/T), the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, hostility, acts of public enmity, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions or other acts of God, provided notice of the occurrence of any such event is given by either party to the other within TWENTY ONE DAYS from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate the contract, and neither party shall have claim for damage against the performance, and deliveries in such cases shall be resumed as soon as practicable after such an event has come to an end or has ceased to exist.

5. LD/PENALTY :- In the event the supplier fails to deliver the ordered Items in full within the delivery period, penalty will be levied subject to standard force major conditions @ 0.5 % per week or part thereof delay for the value of undelivered portion but not exceeding 5% of the value of undelivered materials. Penalty amount subject to GST separately. NMDC reserves the right to cancel the order or make alternative purchase of the materials of similar description from elsewhere at the risk and cost of the supplier duly giving an advance notice of 30 days to this effect and in such an event the seller will be liable to pay any losses that may be incurred by the buyer. The penalty will be calculated on the basic value of the equipment / spares.

6. MAKE :- Refer attached specification documents for make of respective components. Other makes will not be considered. In addition to those makes CG /WIPRO /HAVELLS /HALLONIX /ORIENT /GE/SURYA, is also acceptable. All the tenderers should clearly indicate the name of the manufacturers with full specifications. Offers received for the makes mentioned in the tender document will only be considered as valid for evaluation. If any firm submit their offer against this tender for any make, other than mentioned in the tender, the same will be considered as unsolicited and rejected. The tender has been displayed only for information regarding the items being procured by NMDC Limited and not for participation of firms for any other makes which are not established/proved in NMDC Limited. However, other firms who are capable of supplying the tendered items of any other makes, as per the technical specifications mentioned in the tender document, may submit their credentials to CGM (Materials), NMDC Limited, Masab Tank, Hyderabad, indicating tender reference for considering the firm for their makes for future tenders, after empanelment as per procedure. This will also be applicable to the firms who have already supplied the tendered items of other make to NMDC and their make is not considered in the present tender because of their poor performance /performance yet to be established in NMDC.

7. DEVIATIONS :- Any Deviation other than tender documents submitted terms & conditions, if any tenderer attached in separate sheet for Techno-commercial terms will not be considered for evaluation.

8. DELIVERY PERIOD :- Delivery Period quoted should be definite and guaranteed. Failure to supply the material in time will attract penalty as per penalty clause. Please quote minimum delivery period. If no delivery period is quoted by firm, then GeM bid delivery should be applicable.

9. OFFER VALIDITY :- Your offer should be kept valid for 180 days from the date of tender opening & to be extended for further period if necessary.

10. TRANSPORTATION OF GOODS :- NMDC Ltd. Bachel Complex is having Rate Contract (RC) with M/s. Associate Road Carriages Ltd. (ARC) (Mobile # 91-96584 642 95) and M/s. Balan Transport (Mobile # +91-9422 93692) for transportation of goods to our Project. Hence, you may preferably book the consignment with the above transporters.

11. PLACE OF DELIVERY :- Hilltop Stores, NMDC Ltd., Bailadila Iron Ore Mines, Deposit - 5,10&11A, Bachel Complex, Post - Bachel - 494553, Dist. Dantewada, Chattisgarh State, which is around 22 Kms from Bachel Main Stores.

12. WARRANTY :- The Materials supplied shall be Warranted for satisfactory performance for a period of 18 months from date of dispatch, (OR) 12 months from the date of receipt, whichever is earlier, against manufacturing defects, bad workmanship, poor quality of material etc. In case of spares the sellers shall be responsible for correctness of the materials to fit into our existing machines.

13. HSN CODE CLAUSE: As per Government of India Guidelines, 06-Digit HSN Code are compulsory for all the items. Suppliers should mention 06-Digit HSN code in their Invoice to avoid any Obstacle during the Payment.

14. FINAL INSPECTION CLAUSE: Initial inspection may be carried out before dispatch at consignee's discretion. Inspection schedule shall be drawn well in advance and the supplier

r shall give at least 15 days clear advance notice for the consignee to carry out the pre-dispatch inspection. In case the inspection is not carried out within 15 days of notice, the supplier will be informed suitably. Hence, automatic waiver of pre dispatch inspection is not allowed / permitted. NMDC reserves the right to get the ordered items inspected by DGS &D, Lloyds or third party in addition to NMDC representatives. However final inspection will be carried out at project site after receipt and erection and commissioning (even if pre-dispatch inspection is carried out) which will be final & binding. In case the stores supplied are rejected either fully or partly on account of defects, bad workmanship or other reasons, the supplier will have to arrange for free replacement of the same up to destination point. The freight and incidental charges for return of the rejected materials will have to be borne by the supplier. In case, rejected materials are not collected after receipt of rejection notice, no liability in respect of loss, damage, deterioration etc shall lie with the corporation.

15. MSE EXEMPTION CLAUSE: The MSE related benefits i.e. EMD exemptions, and Price Preferences, are applicable only for the manufacturers of the item mentioned in the Bid Document, including the makes as well. Traders/Channel Partners/Service Providers etc. who are not manufacturers of tender/quoted items, are not eligible for availing the MSE Benefits.

16. BANNING OF BUSINESS DEALING:- For the evaluation of the tenders, NMDC would rely on the documents submitted and declarations made by the tenderer in connection with the tender. Therefore, NMDC expects such documents and declarations to be true and authentic. In case it is found, at any stage, that the documents submitted and / or the declarations made by a tenderer is/ are false, NMDC reserve its right, notwithstanding any other rights/ remedies under the terms and conditions of the tender, to ban business dealing with the tenderer for a period upto two year.

17. SETTLEMENT OF DISPUTES: All disputes or differences arising out of or in connection with this tender / order shall be subject to the exclusive jurisdiction of Dantewada / Jagdalpur courts.

2.1 CONCILIATION: Any dispute, question, claim or difference arising out of or concerning this tender/ contract between the parties shall be settled through mutual negotiation by the parties and parties shall make all endeavors to settle this matter amicably. In case such amicable settlements is not possible, the parties shall take recourse to the conciliation proceedings for resolving such dispute, question, claim or differences. The Conciliatory Committee shall comprise of the following:

(i) A nominee of NMDC Management- Member (Independent of the officer handling the case)

(ii) A nominee of the Supplier/ Contractor - Member (Independent of the officer handling the case)

(iii) Head of Law/ Law officer of NMDC - Member The above committee shall conduct the conciliation proceedings in accordance with the provision of the Arbitration and Conciliation Act 1996. The venue of the conciliation shall be at Dantewada. The settlement so arrived at final conciliation shall be binding on both the parties and will not be called in question before any court or forum whatsoever. Reference to arbitration shall be made only when conciliation has failed.

21. 2.2 ARBITRATION:

2.2.1. FOR ALL THE TENDERS OTHER THAN GLOBAL TENDERS.

2.2.1.1 All disputes or differences which may arise between the Owner and Supplier/ Contractor in connection with this Contract (other than those in respect of which the decision for any person is expressed in the Contract to be final and binding) shall, after written notice by either party to the other and to the Executive Director of the NMDC Ltd, Bachel Complex, Bachel (who will be the appointing authority), be referred for adjudication to the sole arbitrator to be appointed as hereinafter provided.

2.2.1.2 The appointing authority will send within ninety days of receipt of the notice of arbitration a panel of three names of persons, not directly connected with work, to the supplier/Contractor who will select any one of the persons named to be appointed as a sole Arbitrator within 30 days of receipt of name. If the appointing authority fails to send to the Supplier/ Contractor the panel of three names, as aforesaid, within the period specified, the Supplier/Contractor shall send to the appointing authority a panel of three names of persons who shall also be unconnected with the organization by which the work is executed. The appointing authority shall on receipt of the names as aforesaid select any one of the persons named and appoint him as the sole Arbitrator. If the appointing authority fails to select the person and appoint him as the sole Arbitrator within 30 days of receipt of the panel and in form the Supplier/Contractor accordingly, the Supplier/ Contractor shall be entitled to invoke the provisions of the Indian Arbitration and Conciliation Act 1996 as amended from time to time.

2.3.1.3 The arbitral tribunal shall give reasons for its award. Each party bear its own cost and the cost of arbitration shall be equally borne by the parties. The award rendered in any arbitration hereunder shall be final and binding upon the parties. The parties agree that neither party shall have any right to legal proceedings concerning any dispute under this agreement other than to enforce or facilitate the execution of the award rendered in such arbitration.

2.3.1.4 The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act 1996 as amended from time to time.

2.3.3.1. Arbitration between a Central Public sector undertaking of the Government of India(not under the Ministry of Steel) and the Employer shall be as per the guidelines of Ministry of Heavy Industries and Public Enterprises, Government of India.

2.3.3.2. Arbitration between a Central Public Sector Undertaking of the Government of India under the Ministry of Steel, Government of India and the Employer, shall be as per the guidelines of the Ministry of Steel.

2.3.4. The further progress of any work under the contract shall unless otherwise directed by the Owner/ Engineer continues during the arbitration proceedings and no payment due or payable by/ to the Owner shall be withheld on account of such proceedings. It shall not be open to arbitrator to consider and decide whether or not such work shall continue the arbitration proceedings.

2.3.5. The laws applicable to the Contract shall be the laws in force in India. The Courts of Dantewada, Chhattisgarh (State) shall have exclusive jurisdiction in all matters arising under this Contract.

18. NMDC has registered with M/s. RXIL and M/s. Invoicemart TReDS Platforms. All MSE vendors should register themselves on any one of TReDS Platform for availing the facility of bill discounting on TReDS portal. If registered, please submit the details.

19. Bid ATC will supersede the other GEM GTC. If any deviations are not mentioned by the bidder, it is deemed that they are agreeing to all Bid ATC, Evaluation will be done, based on documents available.

20. COMPLIANCE TO SA8000: - Our Company is certified under SA8000 and as such you are required to confirm your company is complying with the SA8000 standards.

21. PAYMENT: 100 % payment with applicable GST, if applicable will be released on receipt, acceptance of material on submission of following documents:

(i) Original Invoice

22. The Corporation reserves the right to reject or accept any tender in part or full without assigning any reasons, or place order for part or full quantity.

23. Above Techno-Commercial Terms & Conditions and details submitted by tenderer are Fixed & Final and will be considered for offer evaluation. Any other Deviation from above submitted terms & conditions, if any tenderer attached separate sheet for Techno-commercial terms will not be considered for evaluation.

24. SPECIAL CLAUSE:- All the bidders are requested to upload the sealed & signed specification and bid documents as a part of compliance.

25. Dealership Certificate: A valid authorization dealership certificate from manufacturer may please be submitted along with your quotation. Else your offer will be liable for rejection.

27. Contact Person at NMDC: Sudarshan P, Sr. Mgr. (Materials) Email: buycon7.nmdc.bachel@gembuyer.in, Mobile: +91 75668 66042

28. IMPORTANT [NOTE](#):- May please refer attached documents for technical specification for item sl no. 05 and 07.

29. MAY PLEASE REFER TO CORRIGENDUM FOR UPDATED SPECIFICATIONS.

2.4 *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.