

Contract

Contract No: GEMC-511687777101659

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Bid/RA/PR No:<u>GEM/2021/B/972669</u>

Schedule Name:Schedule 3

Organ Office Fina	try: Minis rtment: Mate nisation Name: Bhara	al PSU try of Coal rials Management at Coking Coal Limited Dhanbad	Designation: Contact No.: Email ID:		Assistant	Manager				
Depa Organ Office	rtment: Maternisation Name: Bhara	rials Management at Coking Coal Limited				0				
Organ Office Fina	nisation Name: Bhara	at Coking Coal Limited	Email ID [.]		62876-95	937-				
Office		-	=		buyer9.bc	cl.dhn@ge	embuyer.in			
Office		Dhanbad	GSTIN:		20AAACE	37934MFZ	В			
					MM Department, level 3, Commercial Building, Koyla					
			Address:			Koyla Nag			0, ,	
							HAND-82600)5, India		
	ancial Approval Detail		Paving Aut	hority	Details					
	IFD Concurrence: Yes			Paying Authority Details Payment Mode: Offline						
			Designation:			abaca Fina				
			-				chase Finance ib@gembuyer.in			
Designation of Financial Approval: GM(M		GM(MM),BCCL.			pao5.bccl.jh@gembuyer.in					
			GSTIN:		N		10.0			
				MM Department, level 3, Commercial Building		ung, Koyla				
			Address:			an, Koyla Nagar, BAD, JHARKHAND-826005, India				
Sell	er Details									
	Seller ID:	5FC0180000489619								
Comp	bany Name:	ASCO SWITCHGEARS P	RIVATE LIMITED							
Conta	act No.:	09056265739								
Emai	I ID:	asco_switchgear@hotmail	l.com							
Addre	ess.	-,PATEL NAGAR,-,-,								
Auun		KAPURTHALA, PUNJAB-	144601, -							
MSM	E verified:	Yes								
GSTI	N:	03AAECA3128N1ZU , 03A	AAECA3128N1ZU , 03/	AAECA3	128N1ZU					
	duct Details	Category Name		Mode		HSN	Ordered	Unit	Price (Inclusive of all Duti	
-				Widde		Code	Quantity	onic	and Taxes in INR)	
	oduct Name : LED Luminaire									
	or Road and Street Lights)									
	and : ASCO	et Lights)-IS:10322,	STRFF	STREET LIGHT						
	and Type : Registered Brand	IS: 16107, IS:16108,IS: 16103,IS:1		180W IP66		9405	448	pieces	715,008	
	talogue Status : Catalogue not									
	rified by OEM									
Se	Iling As : OEM verified Reseller									
Fotal C	Order Value (in INR)								715,008	
	signee Detail									
Con	-				Lot		Delivery	Del	ivery To B	
			Item		No.	Quantity	Start After		-	
Con S.No	Consignee				NO.		Start Alte		pleted By	

pecification	Sub-Spec	Value
	LED Luminaire conformity to IS:10322/Part 5/Section 3/2012 latest and IS: 16107 (Part 2/Sec 1):2012 latest	Yes
	Photo biological safety of LEDs used shall be as per IS:16108/2012 (exempt group)	Yes
TANDARDS	Types of LED Luminaire as per the IS: 16107(Part-2/ Sec1)/2012	Туре В
	Types of LED Modules as per the IS:IS: 16103(Part-2)/2012	Туре 3
	LED Rating (in Watts)/System Wattage/Rated Power	180W
	Luminaire System Efficacy (Lumen/watt)	>/= 100 Lm/Watt
	Ingress Protection (IP Rating) as per IS:10322 (Part 1):1982 latest	IP66
	Warranty for free replacement (in years)	2
	Input operating Voltage range and frequency	90 to 300 Volts AC at 50 Hz+/-2
	Automatic Higher Cut off voltage above 300 volt	Yes
	Rated voltage	230 V AC 50 Hz
LECTRICAL	AC Power Factor at full load	? 0.95
FFICIENCY	Driver Efficiency (in%age) Upto 100W: ?85%, Above 100W: >/=90%	Yes
	Total Harmonics Distortion	? 10
	"The total circuit power shall not be more than 110 percent of the value declared by the manufacturer (as per Cl. 8 of IS:16104:2012 lates)"	Yes
	LED chip Efficacy	?130 Lm/Watt
	Colour temperature	6000+/-500K
PTICAL	Working life for LED (Minimum 50,000 burning hours as per LM-80 and LM 21 reports)	Yes
PTICAL	Colour Rendering Index(CRI)	?70
	LED Beam Angle	?120
	Optic lense materal (UV stabilised)	Poly carbonate lense
	Heat sink should be die-cast aluminium along with sufficient heat sink fins to dissipate heat effectively	Yes
HERMAL	Junctiojn / Soldering point temperature shall not exceed 85 deg.c as per LM 80 report	Yes
ANAGEMENT	Capacitor shall be rated for a temperature of 105 deg. celsius or better	Yes
	Operating temperature range	-10 deg C to +55 deg C
	Operating Humidity Range	10 % to 95% RH
	Short circuit Protection	Yes
	Over load protecton	Yes
	Over Voltage protection	Yes
	Reverse polarity	Yes
ROTECTION	High voltage test (1.5 KV for one minute between supply terminals and body of the unit)	Yes
	Insulation resistance between earth and current carrying part	>100 M Ohm
	The luminaire shall be protected against surges and transients (Internal)	>/=5KV
	The luminaire shall be protected against surges and transients of >/=10KV (External)	Yes
	The Luminaires casing/housing (single piece housing) shall be pressure die casted aluminium alloy with higher thermal conductivity	Yes

	The luminaire body must be corrosion resistant powder coated	Yes
	All fastners must be of stainless steel	Yes
	Protection of the entire housing (both LED section and driver section) as per IS:10322 (Part 1):1982 latest	IP66
	Extruded silicon loop gasket shall be provided in the lantern body to ensure a weather proof seal between the UV Glass cover and the metal housing to exclude the entry of the dust, water, insects etc.,	Yes
	Luminaries light transparency should be of Toughened glass	Yes
CONSTRUCTIONAL	Toughned transparent glass cover thickness	>/=4 mm
	Toughned Glass shall not get discoloured shall not suffer degration due to heat and ageing within warranty period	Yes
	Number of electronic control gear (power supplies)	1 No.
	Light Source	SMD LED Chip as per LM 80/IS16106
	Driver components shall be industrial grade or above	Yes
	PCB shall be FR4 grade minimum 0.8 to 1.0 mm thick or more	Yes
	The Luminaires works on single phase three wires system (Phase, Neutral and Earth)	Yes
	Suitable connector shall be provided for LED connection between driver output and LED	Yes
	Length of ISI marked three core wire (shall be provided along with supply of material)	50 cm
	"Manufactures Name and and brand on the aluminium die cast body "	Engraved/Embossed
	Manufacturer's name, model number, serial number	Yes
	Date of manufacture (month-year), and lot number as identification mark inside each unit and the outside of each packaging box	Yes
MARKING	The operation characteristics voltage and power be marked inside of each LED luminaire unit	Yes
	Diameter of pole Luminiare suitable for: (upto 45W Pole OD: shall be 40mm), (>45W< 120W Pole OD: Shall be 50 mm), (above 120W: OD shall be 60 mm for which luminiare is suitable	Yes
	LED Make	OSRAM / NICHIA / CREE / SAMSUNG / SEOUL / LUMILEDS / PHILIPS / SYSKA / LUMENMAX / EVERLIGHT / EDISON / BRIDGELUX / NATIONSTAR / REFOND
	System must have EMI/EMC compliance as applicable (Test reports shall be furnish to the buyer / consignee on demand)	Yes
	LM 79 (Photometry) (Ref.IS:16106:2012) report from Central Government Lab /NABL/ILAC accrediated lab. Reports shall be furnish to the buyer / consignee on demand (LM-79 report shall have total lumen output, power, PF, Current in Amps, CRI & CCT etc.,	Yes
Reports And Certifications	LM 80 & TM 21 (Ref. IS:16105:2012) Report and Photo biological report for LED report from Central Government Lab /NABL/ILAC accrediated lab. Reports shall be furnish to the buyer / consignee on demand (LM-80 report shall have the Pohoto Biological re	Yes
	Availability of test Report from Central Government Lab /NABL/ILAC accrediated lab to Indian Standrad IS:10322/part 5/sec-3/2012 and IS 16107 (Part 2/Sec 1) : 2012	Yes
	Seller shall furnish the Type test reports to the buyer / consignee on demand	Yes
	DC or AC supplied electronic control gear for LED Module shall comlpy as per IS:15885 (Part 2/Sec.13)	Yes
	LED Luminaire for road and street lighting shall comply with Complusory Registration(CRS) of BIS for safety as per IS 10322 (Part 5/Section 3): 2012 as applicable on date	Yes

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. Additional Terms and conditions

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

2.2 Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

2.3 Preference to Make In India products (For bids less than 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II

Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2.4 Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 15 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG).Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imberse the cost of such service / rectification to the Buyer.

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