

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687748968821

अनुबंध तिथि | Generated Date : 11-May-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4546858](#)

अनुसूची नाम | Schedule Name: Schedule 2

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 : Associate 7 संपर्क नंबर   Contact No. : - ईमेल आईडी   Email ID : buyer7.rsp.or@gembuyer.in जीएसटीआईएन   GSTIN : - 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 प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval: GM(MM)PUR वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : GM(MM)PUR	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 : F98D180000612160 कंपनी का नाम   Company Name : asha Industries संपर्क नंबर   Contact No. : 09711472021 ईमेल आईडी   Email ID : ashaindustriesindia@gmail.com पता   Address : Plot No-50/A, First Floor, Jajru Industrial Area,, Main Bypass Road Ballabgarh, Ballabgarh, Ballabgarh, FARIDABAD, HARYANA-121004, - एमआईआई स्थिति   MII Status : True एमएसएमई सत्यापित   MSME verified : No एमएसएमई पंजीकरण संख्या   MSME Registration number : - जीएसटीआईएन   GSTIN: 06DSUPK3422B1ZV (B), (M), (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 : ASCENTECH LED STREET LIGHT 120W ब्रांड   Brand : ASCENTECH 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 : ASCENTECH LED STREET LIGHT 120W (Q3) मॉडल   Model: AT_SL_120 एचएसएन कोड   HSN Code: 9405	200	pieces	998	जीएसटी   GST (18%) : 30,447.458 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%) : 30,447.458 जीएसटी उपकर पर आईटीसी 1   ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2   ITC on GST Cess 2 (0%) : 0	199,600
कुल ऑर्डर मूल्य   Total Order Value (in INR)						199,600

परेषिती विवरण   Consignee Detail						
क्र.सं.   S.No	परेषिती   Consignee	वस्तु   Item	लॉट नंबर   Lot No.	मात्रा   Quantity	दिनांक 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 : 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	ASCENTECH LED STREET LIGHT 120W	-	200	11-May-2024	10-Jul-2024

### Product Specification for ASCENTECH LED STREET LIGHT 120W

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/43/46/063/CatalogAttrs/SpecificationDocument/2023/9/20/2023_09_20_13_11_39_gem-bidding-5297325_2023-09-20-13-11-40_f55afc7cd0ea339184e6c85e124ff013.pdf
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### खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

1. <a href="#">SpecificationDocument</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/9200146/54/78/703/CatalogAttrs/SpecificationDocument/2024/1/29/custom_210_-2_2024-01-29-15-02-51_f038fdfca59a0531c56b654f76fe2663.pdf
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### 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-

- 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

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

##### 2.3 Scope of Supply:

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

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

Buyer Added text based ATC clauses

SPECIAL TERMS & CONDITIONS: -

**1)SUPPLIER'S/MANUFACTURER'S MONOGRAM TO BE EMBOSSED /PUNCHED /MARKED/ TAGGED/STITCHED ON THE**

**BODY/PACKET OF EACH ITEM.**

**2)LM79 TEST REPORT FOR THE LUMINAIRE AND ITS CERTIFICATE SHOULD FROM UL/NABL.**

**3)LUMINAIRE SHOULD CONFIRM TO IEC60598.**

**4)DRIVER SHOULD COMPLY WITH IEC 61347-2-13 FOR SAFETY.**

**5)MAKE OF LED SHOULD BE: PHILIPS/CREE/NICHIA/OSRAM.**

**6)THESE LED LUMINAIRES MAY BE USED FOR 24\*7 HOURS AND WILL BE USED IN INDUSTRIAL AREAS.**

**7)PARTY SHALL SUBMIT THE PRODUCT CATALOGUE ALONG WITH THE BIDS FOR TECHNICAL SCRUTINY FAILING WHICH THE PARTY WOULD BE DECLARED TECHNICALLY UNSUITABLE.PARTY SHALL QUOTE AS PER TECHNICAL DETAILS MENTIONED IN THE PR TEXT.EACH PARTY HAS TO WRITE MAKE AND MODEL NO.OF QUOTED ITEMS IN THEIR OFFERS.**

**8) ITEM TEST CERTIFICATE AND GUARANTEE CERTIFICATE ARE TO BE SUBMITTED.**

**9) PARTY TO REPLACE ALL THE DEFFECTIVE MATERIALS (DECLARED DEFFECTIVE WITHIN THE GUARANTEE PERIOD) BY THEIR OWN MEANS .DEFFECTIVE LIGHT FITTINGS SHALL BE HANDED OVER TO THE PARTY.**

**INSPECTION TERM:-**

**MATERIAL WILL BE INSPECTED AT RSP STORES BY RSP INSPECTION DEPARTMENT BASED ON THE ITEM SPECIFICATION, SPECIAL TERMS AND CONDITIONS OF THE PURCHASE ORDER.**

**GUARANTEE CLAUSE:-**

**1) THE SUPPLIED MATERIAL SHALL BE GUARANTEED FOR A PERIOD OF 12 MONTHS FROM THE DATE OF INSTALLATION OR 18 MONTHS FROM THE DATE OF RECEIPT AT RSP, WHICHEVER IS EARLIER.**

**2) GUARANTEE CERTIFICATE SHOULD BE SUBMITTED BY THE SUPPLIER.**

**PACKING CLAUSE:-**

**INDENTED ITEMS SHOULD BE SUITABLY PACKED TO PREVENT ANY DAMAGE DURING TRANSPORTATION/HANDLING**

**Delivery requirement**

**TO BE SUPPLIED WITHIN 60 DAYS FROM PLACEMENT OF ORDER.**

**PRICE VARIATION:-**

**FIRM TILL DELIVERY**

**ELIGIBILITY CRITERIA:-**

**I. THE FIRM MUST BE A MANUFACTURER. IF RESELLER, THEN AUTHORIZATION FROM OEM SHALL BE REQUIRED.**

**II. PAST PERFORMANCE: THE BIDDER "OR" ITS OEM (THEMSELVES "OR" THROUGH RESELLER(S)) SHOULD HAVE SUPPLIED SAME CATEGORY PRODUCTS OF 30% OF BID QUANTITY IN ONE ORDER DURING ANY OF THE LAST THREE(3) FINANCIAL YEARS TO ANY CENTRAL/STATE GOVT.ORGANIZATION/PSU /PUBLIC LIMITED COMPANY IN INDIA. IN SUPPORT OF THEIR CLAIM THE BIDDER SHALL SUBMIT PURCHASE ORDER WITH CORRESPONDING INVOICES AS A PROOF OF EXECUTION OF THE ORDER.**

**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/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 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

#### 2.5 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।

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