

Contract

Contract No: GEMC-511687791588510

Generated Date:04-Mar-2021

Bid/RA/PR No: GEM/2021/B/972597

Schedule Name: Schedule 1

Organisation Details

Type: Central PSU
Ministry: Ministry of Coal

Department: Materials Management
Organisation Name: Bharat Coking Coal Limited

Office Zone: Bccl Dhanbad

Buyer Details

Designation: Assistant Manager Contact No.: 62876-95937-

Email ID: buyer9.bccl.dhn@gembuyer.in

GSTIN: 20AAACB7934MFZB

MM Department, level 3, Commercial Building, Koyla

Address: Bhawan, Koyla Nagar,

DHANBAD, JHARKHAND-826005, India

Financial Approval Detail

IFD Concurrence: Yes

Designation of Administrative Approval: GM(MM), BCCL.

Designation of Financial Approval: GM(MM),BCCL.

Paying Authority Details

Payment Mode: Offline

Designation: HOD Purchase Finance

Email ID: pao5.bccl.jh@gembuyer.in

GSTIN: N

MM Department, level 3, Commercial Building, Koyla

Address: Bhawan, Koyla Nagar,

DHANBAD, JHARKHAND-826005, India

Seller Details

GeM Seller ID: ABE7180000431629

Company Name: ACROMAX INDUSTRIES PRIVATE LIMITED

Contact No.: 09990578955

Email ID: acromaxindustries@yahoo.com

F-407,SECTOR-63,NOIDA,

Address: Gautam Buddha nagar, UTTAR PRADESH-201307, -

MSME verified: Yes
MSE Social Category: General
MSE Gender: Male

GSTIN: 09AANCA4241K1ZF, 09AANCA4241K1ZF, 09AANCA4241K1ZF

*GST / Tax invoice to be raised in the name of - Consignee

Product Details

#	Item Description	Category Name	Model	HSN Code	Ordered Quantity	Unit	Price (Inclusive of all Duties and Taxes in INR)
1	Product Name: LED Lamps- bulb Brand: ACROMAX LITES Brand Type: Registered Brand Catalogue Status: Catalogue not verified by OEM Selling As: Reseller not verified by OEM	Led Lamps- Bulb-IS:16102	AIPLLEDLAMP-9W	94051090	2,330	pieces	101,774.4
Total Order Value (in INR)							101.774.4

Consignee Detail

S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
	Designation: -					
	Email ID: con1.bccl.jh@gembuyer.in					
	Contact: 62876-95727-	LED				
1	GSTIN: 20AAACB7934MFZB	Lamps-	-	2,330	04-Mar-2021	18-Apr-2021
	Address: Depot Officer, Central Store, Ekra, BCCL, Post Office- BANSJORA,	bulb				
	Dhanbad, Jharkhand-828101.,					
	DHANBAD, JHARKHAND-828101, India					

Specification	Sub-Spec	Value
	LED LAMP Power Ratings/LED Lamp Luminous Flux	9Watt / 900 lumens
SENERIC	Colour Temperature (K)	6500
	Type of Lamp CAP	B22d
	Warranty for free replacement (Years)	2 Years
	Conformity to Indian Standard	IS 16102 part I and Part II latest
	LAMP Efficacy (Lm/W)	>/=100
	LED Chip Efficacy (Lm/W)	>/=130
	Colour Rendering Index(CRI)	>/=80
	Beam Angle (Degree)	>/=120
	Power Factor	>/=0.9
	Total Harmonics (%)	=15</td
UNCTIONAL	Driver Efficiency (%)	>/=85
	LED chip Wattage (Watt)	=1</td
	Surge Voltage withstand (KV)	2.5
	Operating Voltage range (Volts)	100 Volt to 300 Volt
	Rated Voltage for Performance and life (Volts)	220 Volt to 240 Volt
	Lumen maintenance @ 25 deg after 6000 hours (%)	>/=80
	Light Source (as per LM80 orlS16106)	SMD LED CHIP
	LED Make	OSRAM LED CHIP
CONSTRUCTIONAL	Light Source (as per LM80/IS16106)	SMD LED Chip
	Lamp Shell material	Polycarbonate
	Ingress Protection in IP	>/=20
	LED life Certificate for 25000 hrs as per LM80	Yes
EST REPORT AND CERTIFICATIONS	LED life test Certificate No.	R2DG161117050-10
	LED life Certificate Test Report Date	28.11.2016
	LED lamp life certificate for 6000 hrs	Yes
	LED Lamp certificate Number	R2DG161117050-10
	LED Lamp Life Certificate date	28.11.2016
	Name of Lab where test conducted	BACL
	EMC Test	Yes
	Availability of test Report to IS:16102 Part I and IS:16102 Part II lat	est Yes
	Test certificate No.	LB1202030001
	Test Report Date	31.07.2020
	Name of lab where test conducted	CETL
	Complusory Registration(CRS) of BIS for safety as per IS 16102-I	Yes

Conformity to IS	Yes	
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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 The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.
- 2.5 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.

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