

Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687763319664

Generated Date | अनुबंध तिथि: 26-May-2023

Bid/RA/PBP No. | बोली/आरए/पीबीपी संख्या: [GEM/2023/B/3396664](#)

Schedule Name | अनुसूची नाम: Schedule 2

Organisation Details संगठन विवरण	Buyer Details खरीदार विवरण
Type प्ररूप: Central PSU	Designation पद: Assistant Manager8
Ministry मंत्रालय: Ministry of Coal	Contact No. संपर्क नंबर: 62872-42898-
Department विभाग: Materials Management	Email ID ईमेल आईडी: buyer8.bccl.dhn@gembuyer.in
Organisation Name संगठन का नाम: Bharat Coking Coal Limited	GSTIN जीएसटीआईएन: 20AAACB7934MFZB
Office Zone कार्यालय क्षेत्र: Bccl Dhanbad	Address पता: MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, India

Financial Approval Detail वित्तीय स्वीकृति विवरण	Paying Authority Details भुगतान प्राधिकरण विवरण
IFD Concurrence आईएफडी सहमति: Yes	Role: PAO
Designation of Administrative Approval प्रशासनिक अनुमोदन का पदनाम: GM(E&M)	Payment Mode भुगतान का तरीका: Offline
Designation of Financial Approval वित्तीय अनुमोदन का पदनाम: GM(MM)	Designation पद: Senior Manager
	Email ID ईमेल आईडी: pay8.bccl.dhn@gembuyer.in
	GSTIN जीएसटीआईएन: 20AAACB7934MFZB
	Address पता: MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, India
	Payments shall be made to the seller within 21 days of issue
	Payment Timelines भुगतान of consignee receipt-cum-acceptance certificate (CRAC) and समयसीमा: on-line submission of bills (This is in supersession of 10-days time as provided in clause 12 of GeM GTC)

Seller Details विक्रेता विवरण	
GeM Seller ID जेम विक्रेता आईडी: ABE7180000431629	Company Name कंपनी का नाम: ACROMAX INDUSTRIES PRIVATE LIMITED
Contact No. संपर्क नंबर: 09990578955	Email ID ईमेल आईडी: acromaxindustries@yahoo.com
Address पता: F-407,SECTOR-63,NOIDA, Gautam Buddha nagar, UTTAR PRADESH-201307, -	MSME Registration number एमएसएमई पंजीकरण संख्या: UDYAM-UP-28-0011286
MSE Social Category एमएसई सामाजिक श्रेणी: General	MSE Gender एमएसई लिंग श्रेणी: Male
GSTIN जीएसटीआईएन: 09AANCA4241K1ZF	

*GST / Tax invoice to be raised in the name of | जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा - Consignee

Delivery Instructions | वितरण निर्देश: NA

#	Item Description आइटम विवरण	Ordered Quantity आइटम विवरण	Unit इकाई	Unit Price (INR) इकाई मूल्य (INR)	Tax Bifurcation (INR) कर विभाजन (INR)	Price (Inclusive of all Duties and Taxes in INR) मूल्य (INR में सभी शुल्क और कर सहित)
1	Product Name उत्पाद का नाम: ACROMAX LITES--ACROMAX INDUSTRIES PRIVATE LIMITED LED Batten 20 Watts 1150 mm Brand ब्रांड: ACROMAX LITES--ACROMAX INDUSTRIES PRIVATE LIMITED Brand Type ब्रांड प्रकार: Unregistered Brand Catalogue Status कैटलॉग की स्थिति: OEM verified catalogue Selling As कैसे बेचा जा रहा है: OEM Category Name & Quadrant श्रेणी का नाम और चतुर्थांश: LED Batten (Q2) Model मॉडल: AIPLLEDTUBE-20W HSN Code एचएसएन कोड: 94051090	3,000	pieces	118	GST जीएसटी (18%): 54,000 GST Cess 1 जीएसटी उपकर 1 (0%): 0 GST Cess 2 जीएसटी उपकर 2 (0 per accounting unit): 0 Input Tax Credit (ITC) on GST जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी) (100%): 54,000 ITC on GST Cess 1 जीएसटी उपकर पर आईटीसी 1 (0%): 0 ITC on GST Cess 2 जीएसटी उपकर पर आईटीसी 2 (0%): 0	354,000
Total Order Value कुल ऑर्डर मूल्य (in INR)						354,000

Consignee Detail परेषिती विवरण					
					Delivery To
					Delivery Start

S.No क्र.सं.	Consignee परोक्षिती	Item वस्तु	Lot No. लॉट नंबर	Quantity मात्रा	After दिनांक के बाद डिलीवरी शुरू करना है	Be Completed By वितरण पूरा कब तक करना है
1	Designation पद : - Email ID ईमेल आईडी : jai.prasad@nic.in Contact संपर्क : 94705-95291- GSTIN जीएसटीआईएन : - Address पता : Office of the General manager (Civil), Civil Engineering Department, Koyla Nagar, DHANBAD, JHARKHAND-826005, India	ACROMAX LITES-- ACROMAX INDUSTRIES PRIVATE LIMITED LED Batten 20 Watts 1150 mm	-	3,000	26-May-2023	25-Jun-2023

Product Specification for ACROMAX LITES--ACROMAX INDUSTRIES PRIVATE LIMITED LED Batten 20 Watts 1150 mm

Specification विनिर्देश	Sub-Spec उप-विनिर्देश	Value मूल्य
GENERIC	Description of store	LED Batten with complete fixtures
	LED Batten Rating (in Watts)	20
	Length of LED Batten (Nominal) (in mm)	1150
	Tolerance in Length (in % +/-)	5
	Lamp Efficacy (Lumen / Watt), Minimum	100
	LED chip Efficacy (Lumen / Watt), Minimum	120
	Colour Temperature (in K)	6500 (Cool white)
	Warranty for free replacement (in Years)	2
CONSTRUCTIONAL	Housing Material	Polycarbonate
	Diffuser Material	Polycarbonate
	Type of Driver/Control gear	Inbuilt
	Ingress Protection	IP 20
	Light Source	SMD LED Chip
	Colour Rendering Index (CRI) - Minimum	80
	Total Harmonics (%), Maximum	15
	Lumen maintenance	> / = 80 % after 6000 burning hours as per LM 80
	Beam Angle (in Degree)	> / = 120
	Operating Voltage range (in Volts)	100 to 300
	Driver Efficiency (%)	> / = 85
	Surge Voltage withstand (in KV)	2.5
	Rated Voltage (volts)	220 to 240
	Input Frequency (Hz)	50
	Power Factor	> / = 0.9
	Additional requirement	NA
Availability of Temperature Cycling test and supply voltage switching test report	Yes. (1) -10 degree C for 1 hour then switch to 50 degree C for 1 hour in total 5 cycles (2) 30 sec ON and 30 sec Off. At the end of test as per (1) and (2) no visual damage observed and light is alright for more than 15 min after the test	
CERTIFICATION	Life of LED (in Hours)- Minimum	50000
	Availability of BIS CRS compliance	Yes as per IS 10322 (Part 5 sec 1 2012: latest)
	Photo biological safety of LEDs	Yes as per IS:16108/2012/IEC:62471:2006
	ISO Certification	ISO: 9001:2015
	Agreed to furnish LM 79 report and LM 80 report to buyer on demand	Yes
	Other compliance	NA
	Availability of test reports from Central Govt Lab/NABL accredited lab / ILAC accredited lab to conformity of the specification	Yes
	Test Report Number and date - Must declare	2NL202046010
	Name and address of the Lab - Must declare	CTL DELHI
	Agreed to furnish all the test reports and certificates	

to Buyer on demand

Yes

Buyer Defined Additional Specification for | खरीदार परिभाषित अतिरिक्त विशिष्टता के लिए ACROMAX LITES--ACROMAX INDUSTRIES PRIVATE LIMITED LED Batten 20 Watts 1150 mm

Specification विनिर्देश	Value मूल्य
Ingress protection	IP 20
Light Source	SMD LED Chip
Tolerance in length	+ - 5%
Tubelight Type	T8
ISO certification	ISO:9001:2015

ePBG Detail | ईपीबीजी विवरण

Advisory Bank सलाहकार बैंक :	State Bank of India
ePBG Percentage(%) ईपीबीजी प्रतिशत (%) :	10.00

The bidder shall furnish ePBG as applicable as per bid's terms and conditions | बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा

General Clauses w.r.t RCM/FCM | आरसीएम/एफसीएम के संबंध में सामान्य खंड

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.
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.
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.
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.
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.

Terms and Conditions | नियम और शर्तें

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 Scope of Supply:

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

2.2 Certificates:

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.

2.3 Inspection:

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance: Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

N/A

Post Receipt Inspection at consignee site before acceptance of stores:

GM(E&M) I/C or his authorized representative

2.4 Warranty:

Warranty period of the supplied products shall be 2 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

2.5 Generic:

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.

b. Copy of GSTIN.

c. Copy of Cancelled Cheque.

d. Copy of EFT Mandate duly certified by Bank.

2.6 Generic

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.

2.7 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

2.8 Generic

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

2.9 Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

2.10 Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

2.11 Warranty:

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-imburse the cost of such service / rectification to the Buyer.

2.12 Forms of EMD and PBG:

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

BHARAT COKING COAL LIMITED

payable at

DHANBAD

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

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

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।