


<p>भारत कोकिंग कोल लिमिटेड (कोल इंडिया लिमिटेड की एक अनुषंगी इकाई) एक मिनीरतना कंपनी पंजीकृत कार्यालय : कोयला भवन, कोयला नगर धनबाद-826005, CIN : U10101JH1972GOI000918 सामग्री प्रबंधन विभाग कमर्शियल ब्लॉक L-III, फ़ैक्स- 0326-2230183 फ़ोन नंबर-0326-2230181 ईमेल: gmmm@bcclweb.in, वेबसाइट: www.bcclweb.in</p>		<p>BHARAT COKING COAL LIMITED (A Subsidiary of Coal India Limited) A Mini Ratna Company Regt. Off: Koyla Bhawan, Koyla Nagar Dhanbad-826005, CIN: U10101JH1972GOI000918 Materials Management Department Commercial Block L-III (Fax No- 0326-2230183) Phone No. 0326-2230181 Email. Id: gmmm@bcclweb.in Website: www.bcclweb.in</p>
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Supply Order

ORIGINAL BY REGD. POST.

Ref: BCCL/Pur/817014/LED Light/18-19/OTE/83

Date: 07.09.2018

To,

M/s Acromax Industries Private Limited
F-407 Sector-63 Noida,
Uttar Pradesh,
India. Email: acromaxindustries01@yahoo.com

Mobile No: 9990578955
GSTIN: 09AANCA4241K1ZF
Vendor Type: MSME
PAN: AANCA4241K

Sub: Supply of LED Light Fitting 110W against tender no.: BCCL/PUR/817014/LED Light/17-18/OTE/36 dtd 19.09.17 opened on 16.10.17.

Ref: Your online Bid no. 230429 dtd 12.10.17 against our tender id: 2017_BCCL_78298_1 and subsequent Correspondence on the above subject.

Dear Sirs,

With reference to the above, we, for and on behalf of BCCL, hereby place PURCHASE ORDER on you for supply of following items as per rate, terms and conditions indicated below.

1. Scope Of Supply: Supply of LED Light Fitting 110 W

The detailed description along with specification / size of the item along with Qty. to be supplied, Unit Rate and Extended Value will be as under:

Sl. No.	Material Code	Description	Qty. (Nos)	Unit Basic Rate (Rs)	Extended Landed Value (In Rs)
4	94099994924	LED LIGHT FITTING 110W	350	2,821.00	9,87,350.00
GST(IGST) @ 12 %					1,18,482.00
Total Landed Rate on FOR Basis					11,05,832.00

{Detail specifications as per Annexure -'A'}

2. Total Order Value: The total order value will be Rs. **11,05,832.00** on F.O.R. Destination basis.

- 3. GST :** (a) GST shall be paid extra as legally applicable during the scheduled delivery period. Present rate of GST is 12 % [IGST].
(b) The invoice shall be raised by you giving all the details as per GST Act/ Rules so as to enable BCCL to avail Input Tax Credit.
(c) You have to ensure proper uploading in your return so that BCCL may be able to avail Input Tax Credit.
(d) You have to ensure that if BCCL does not be able to avail Input Credit due to your fault then the loss amount to be recovered from you.
(e) The benefit of any extra input tax credit earned by you, if any, in future shall be passed on to BCCL.
(f) E-Way bill, if required, shall be arranged by you
(g) HSN codes and GST rates of the items covered in the above supply order placed will be as under:

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Handwritten signature

Sl. no.	Item	HSN code	GST rate
4	LED LIGHT FITTING 110W	9405	IGST @ 12 %

(h) Your GST details are as under:

SN	Particulars	Firm's Details
1	Name	M/s Acromax Industries Private Limited
2	Constitution of Business	Private Limited Company
3	Trade Type (Manufacturer/Dealer/Service Provider)	Manufacture
4	PAN	AANCA4241K
5	Contact number	9990578955
6	Provisional/Permanent ID provided under GST	09AANCA4241K1ZF

4. Packing & Forwarding Charges: Nil

5. Freight & Insurance Charges: Nil

6. Commissioning & Installation Charges: Nil

7. Mode of Dispatch: By Road on F.O.R. Destination, Freight paid basis.

NOTE: You will ensure safe & sound delivery of stores at consignee's end.

8. Delivery Period: To be completed within 2 months from the date of receipt of purchase order. However, keeping in view of our extreme urgency, you will put all efforts for earliest efforts.

Delivery schedule shall be reckoned from the 10th day from the date of order and the date of receipt of materials at our stores shall be treated as the date of delivery.

Any increase in the rate of taxes & duties beyond delivery period will be to your account.

9. Consignee & Paying Authority: Consignee & Paying Authority for this

Order will be as under:

Consignee	Paying Authority
Depot Officer Central Store, Ekra, BCCL	HOD(F)MM, Koyal Bhawan, BCCL, Dhanbad
GST Registration Number of BCCL for above consignee is 20AAACB7934MFZB.	

10. Payment Term: 100% within 21 days of receipt and acceptance of materials by the consignee or from the date of receipt of Bill whichever is later by the consignee.

11. Submission of Bill: 100% value of bill duly stamped, signed & pre-receipted in quadruplicate, as per terms of the order should be submitted for payment to the paying authority through consignee. Bill should be submitted along with challan, Consignment note (if required) , packing list if any, guarantee/warranty certificate, fitment / Test certificate if required , proof of payment of freight charges if freight is claimed , documentary evidence of taxes payment if claimed, Price Certificate and other documents as per order (Note – All documents to be submitted shall be duly authenticated).

12. Guarantee /Warranty: The supplier shall guarantee for the satisfactory performance of the complete equipment/stores for a period of 24 months (2 years) from the date of installation and commissioning or 30 months from the date of receipt and acceptance, whichever is earlier. In the event of any defects in materials, design and workmanship during the aforesaid period is found due to faulty design or poor workmanship, the defective part or parts will be replaced by the supplier at site free of cost within 30 days of settlement of warranty claims. You will be required to stock spare parts to take care of warranty failures. Spares should be available within 2 weeks of the breakdown being intimated to them.

13. Price Certificate: You should submit a certificate along with bill as stated below:

"The rates of the stores under this contract are the lowest at which we are selling to any other customer/Govt. Deptt./ Subsidiaries of CIL/ Other PSUs . If the materials are sold at any lower rate than that mentioned in this contract to any other agency , the same will automatically be applied to this contract from that date "

14. Security Deposit: You will be required to deposit as security money 10% of the value of the contract (including Taxes, duties, and other charges to the FOR Destination prices in case of orders in INR and in case of IMPORT Order by adding the estimated amount of freight, Insurance, Port Insurance and Custom Duties etc. as applicable) without having any ceiling in the form of Bank Draft /Bank Guarantee (As per format given in Appendix-I) within 15 days from the date of order. The validity of B.G. will be for a period of three months beyond the expiry of delivery period. If the successful tenderer fails to deposit the security deposit within 15(fifteen) days from the date of order, the same shall be recorded as unsatisfactory performance for future dealings apart from taking any other penal action as may be deemed fit by BCCL . For successful tenderer, the Security Money shall be refunded within 30 days of satisfactory execution of contract. For unsatisfactory execution of contract and/or failure of execution of contract, the security money shall be forfeited.

15. Inspection: Final inspection shall be carried out at the consignee end after receipt of materials by the GM (E&M)/C , BCCL or their authorized representative .

16. Penalty For Failure To Supply In Time: The delivery of stores stipulated in Purchase order shall be deemed to be of the essence of the contract and delivery of the stores must be completed by the date specified. No materials should be supplied beyond the specified delivery period, unless specific approval has been obtained from this office.

In the event of failure to deliver the stores within the stipulated date/ period in accordance with the samples and/or specification mentioned in the supply order, and in the event of breach of any terms and conditions mentioned in the supply order Bharat Coking Coal Limited reserves the right:

- a) To recover from you, as agreed liquidated damages, a sum not less than 0.5% (half percentage) of the price of the stores which you have not been able to supply (for this purpose part of a unit supplied will not be considered) as aforesaid for each week or part of a week during which the delivery of such stores may be in arrears limited to 10%. Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management Division.
- b) To purchase elsewhere, after due notice to you, on your account and risk , the stores not supplied or others of a similar description without canceling the supply Order in respect of consignment not yet due for supply or
- c) To cancel the supply order or a portion thereof, and if so desired to purchase the store at your risk and cost and also
- d) To extend the period of delivery with or without penalty as may be considered fit and proper. The penalty, if imposed shall not be more than the agreed liquidated damages referred to in clause (a) above.
- e) To encash any Bank guarantee which is available for recovery of the penalty or
- f) To forfeit the security deposit full or in part.

g) Whenever under the contract a sum of money is recoverable from and payable by you, BCCL shall be entitled to recover such sum by appropriating, in part or whole by deducting any sum or which at any time thereafter may be due you in this or any other contract with Bharat Coking Coal Ltd. or any subsidiary of Coal India Ltd. Should this sum be not sufficient to cover the full amount recoverable, you will pay BCCL on demand the remaining amount. You will not be entitled to any gain under this clause.

17. Price Fall Clause:

i) The prices charged for the stores supplied under the contract by the supplier shall in no event exceed the lowest price at which the supplier offer to sell the stores of identical description to any other organization from date of offer till completion of supply under the contract.

ii) If at any time during the said period the supplier offers lower sale price of such stores to any other organization at a price lower than the price chargeable under this contract, the supplier shall forthwith notify such reduction or sale to the consignee concerned under intimation to GM(MM), Bharat Coking Coal Limited, Commercial Block, Level -III, Koyla Bhawan, Koyla Nagar, Dhanbad and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale, shall stand correspondingly reduced. The above stipulated will not, however apply to exports by the supplier.

All other remaining commercial terms & conditions and technical specifications along with scope of supply will strictly be as per our notice inviting tender and as confirmed in your techno-commercially acceptable offer & as per company norms.

ALL DISPUTES ARE SUBJECT TO DHANBAD COURT AND JHARKHAND HIGH COURT JURISDICTION ONLY.

INDENT & BUDGET CERTIFICATION REFERENCE

SN	Indent no. and Date	e. BC & e. FC Ref.
1	MB 2017-18 dtd 21.04.17 IR No. 817014 dtd 22.05.17	Budget certification/Revalidated/recommended vide BC no. BCCL/HQ/PUR-FIN/store budget/18-19/Other Stores U/g no. 17 dtd 30.08.18 of Rs. 26,10,216.00. F.C.No. BCCL/PURFIN/FC/14 dtd 30.08.18 & e.F.C. No.162 of Rs. 26,10,216.00.

Enclosure: 1. Technical Specification (Annexure-"A").

2. Format of Security Deposit (Appendix -"I").

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd.



(Alok Kumar)

Dy Mgr (MM)



(N S Saini)

GM(MM)

(This has got the concurrence and approval of competent authority)

Copy to:

1. Depot Officer, Central Store, Ekra, BCCL.
2. HOD(F)MM, Koyla Bhawan.
3. GM (E&M)I/C, Koyla Bhawan
4. MM (Tech Cell), MM Div, Koyla Bhawan.
5. Master File/Office Copy.
6. GM (MM), CCL / NCL / WCL / SECL / MCL / ECL
7. Shri L C Singhi, IAS(Retd.), L-31, Third Floor, Kailash Colony, New Delhi-110048
8. Shri Pramod Deepak Sudhakar, IAS (Retd.), Address: A-002, Stellar Park Apartments, C-58/24 Sector-62, Noida (UP)- 201 301

Annexure-‘A’**TECHNICAL REQUIREMENT AND SPECIFICATIONS****(A) SCHEDULE OF REQUIREMENT:**

Tendered Item SL. No.	ITEM DESCRIPTION	Quantity
4	LED Streetlight Fitting 110 W	350 Nos

(B) Technical Specifications & Other Parameters:**4. LED Streetlight Fitting 110 W****A. LED**

- (i) Light Source-SMD LED
- (ii) Make of the LEDs shall be CREE/ NICHIA/ OSRAM/ PHILIPS /LUMILEDS.
- (iii) Wattage-36W/110W/180W (with +/-5% tolerance) as applicable.
- (iv) CCT-5700K (Cool white)
- (v) Ingress Protection IP65/IP66 as applicable.
- (ii) LED chip Efficacy shall be at least 120 Lm / Watt.
- (vi) The luminous efficacy of LED luminaire shall be atleast 100 lumen/watt.
- (vii) Input Voltage- 240V AC
- (viii) Rated Voltage-150V -270V
- (ix) Frequency-50Hz
- (x) Operating Temperature Range- (-)10 degree Celsius to 50 degree celsius.
- (xi) Working humidity-10% to 90% RH.
- (xii) CRI(Colour rendering index) shall be atleast 70 with cool white light output.
- (xiii) Corrected Colour Temperature shall be between 5500K to 6500K.
- (xiv) Beam angle(Typical)-120 Deg
- (xv) Junction Temperature : <85 degree Celsius.

B. LED Driver

- i. LED driver shall be applicable for Power supply 240V AC \pm 10%, at 50Hz+3% / -5%.
- ii. Output voltage of the driver shall be designed to meet the Power Requirements of the system.
- iii. Power factor of complete fitting shall be more than 0.90 at full load.
- iv. Total Harmonic Distortion (THD) shall be < 10 %.
- v. Surge Voltage->/=4 KV

C. Fixture:

- i. The luminaries housing shall be made of pressure die casted aluminium of minimum 1.6 mm thickness. Body must be Corrosion Resistant Powder Coated and UV resistant.
- ii. The entire housing shall be dust and waterproof having Ingress protection of housing as IP65 or IP66 (as applicable)
- iii. Luminaire should be covered with suitable Glass or diffuser with high Transitivity. All luminaires shall be supplied with either clear toughened glass or clear polycarbonate cover for better IP retention and higher life.
- iv. LED must be mounted on heat sinking conductive bars with suitable large surface area by means of fins to dissipate heat effectively.
- v. Luminaire configuration-side entry type suitable for bore of 30mm to 60 mm and shall consist of separate optical and control gear compartments . It should be easily replaceable in field condition.

- vi. Fitting shall be suitable for mounting upto a height of 6/10 meters and shall be able to withstand suitable wind speed atleast upto 150KMPH

D. GENERAL Requirements.

- i. LED street light luminaire shall conform to IS 16107/2012 complete with electronic control gear for LED luminaires, conforming to IS: 16104: 2012 and IS: 15885(part-2, sec-13)/2012.
- ii. The connecting wires used inside the Luminaire, shall be low smoke halogen free, fire retardant cable and fuse protection shall be provided in input side.
- iii. The lumen maintenance of all the LED fixtures shall not be less than 70% after 50,000 hours.
- iv. Built in protection features for Short circuit, Surges (at least upto 4kV), and overvoltage shall be provided.
- v. High /Low voltage cut-off shall be provided.
- vi. The whole luminaire shall be eco-friendly green technology based i.e. mercury free. No UV and IR radiations shall be produced.
- vii. Access of driver for maintenance shall be provided at the top/side of the luminaire fixture.
- viii. The LED Module(s), Driver gear, etc. shall be designed in such a way so that temperature rise of heat sink should not increase more than 20 deg C even after 48 hrs of continuous operation.
- ix. All fasteners must be of stainless steel.



Appendix -I**FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT**

M/s. Bharat Coking Coal Ltd.

Koyla Bhawan

Koyla Nagar

Dhanbad – 826005

In consideration of M/s Bharat Coking Coal Ltd. having its office at Koyla Bhawan, Koyla Nagar, Dhanbad hereinafter called "the Purchaser" (which expression shall unless repugnant to the subject or context including its successors and assigns) having agreed under the terms and condition of Contract No. dated made between M/s a Company having its office at (hereinafter called the supplier in connection with supply of hereinafter called the "said Contract" to accept a Deed of Guarantee as herein provided for Rs. in lieu of the security deposit to be made by the supplier for their due fulfillment of the terms contained in the said Contract, we, the Bank Limited (hereinafter referred to as the said Bank having its office at do hereby undertake and agree to indemnify and keep indemnified that Purchaser from time to time the extent of Rs. (Rupees:) against any loss. Damage caused charges and expenses caused to or suffered by or that may be caused to suffered by Purchaser by reason of any breach or breaches by the said supplier or any of the terms and conditions contained in the said Contract and to unconditionally pay the amount claimed by the Purchaser on demand and without demur to the extent aforesaid.

We, the (Name of the Bank) do hereby agree that any demand made by Purchaser on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We shall not withhold the payment on the ground that the supplier has disputed its liability to pay or has disputed the quantum of amount or that any legal proceeding is pending between the Purchaser and the Supplier regarding the claim. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.

We, the (Name of the Bank) do further agree Guarantee herein contained shall come into force from the date hereof and shall remain in full force and effect up to Unless demand or claim under this Guarantee is made on us in writing on or before we shall be discharged of all liabilities under this Guarantee thereafter.

We, the (Name of the Bank) further agree with the Purchaser that the Purchaser, shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend the time of delivery of the specified items in the Contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said supplier and to forebear or enforce any of the terms and conditions relating to the said contract we shall not be relieved from our liability by the reason or any such variations or extension being granted to the said Supplier or for any forbearance act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us the Bank further agrees that in case this Guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above. The Bank shall pay to the Purchaser the said sum of or such lesser sum as may then be due to the Purchaser and as the Purchaser may demand. We, the (Name of the Bank) lastly undertakes not to revoke this Guarantee during this currency except with the previous consent of the Purchaser in writing.

The Bank has under its constitution power, to give this Guarantee and Mr. Manager who has signed it on behalf of the Bank has authority to do so.

This Bank Guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier.

[In case the BGs are from outstation branch of Dhanbad then BG shall be encashable at Dhanbad/Kolkata branch of issuing bank with address and location of the said branch at Dhanbad/Kolkata will be as under .

Name of the Bank :

Name of the Branch :

Location & Address :

The BG shall be subject to the jurisdiction of the competent courts at Dhanbad District only.]

The Bank guarantee issued by the Bank on behalf of the supplier in favour of Bharat Coking Coal Limited, shall be in paper form as well as issued under "Structural Financial Messaging System". The detail of beneficiary for issue of BG under SFMS mode are furnished below:

Name of Bank State Bank of India
Branch name Main Branch Dhanbad
A/C no. 35160317947
IFSC Code SBIN0000066

OR

Name of Bank ICICI Bank
Branch name ICICI Bank, Dhanbad
A/C no. 019605001057
IFSC Code ICIC0000196

Datedday of

For Bank

Signature of the authorized person

For and on behalf of the Bank

Emp. Code.