

## Contract



**Contract No:** GEMC-511687760824310  
**Generated Date:** 19-Dec-2021  
**Bid/RA/PR No:** [GEM/2021/B/1731420](#)

11000830721260 DT.24-Dec-2021

Organisation Details	Buyer Details
Type: Central PSU Ministry: Ministry of Coal Department: Materials Management Organisation Name: Western Coalfields Ltd Office Zone: Western Coalfields Limited / Nagpur	Designation: Deputy Manager Contact No.: 0712-2511381- Email ID: alokkumar@westerncoal.gov.in GSTIN: 27AAACW1578L1ZW Address: WCL Hqrs, Coal Estate, Civil Lines, NAGPUR, MAHARASHTRA-440001, India

Financial Approval Detail	Paying Authority Details
IFD Concurrence: No Designation of Administrative Approval: CMD Designation of Financial Approval: Director Finance	Payment Mode: Offline Designation: Dy Manager Fin Email ID: sprathi@westerncoal.gov.in GSTIN: 27AAACW1578L1ZW Address: WCL Hqrs, Coal Estate, Civil Lines, NAGPUR CITY, MAHARASHTRA-440001, India

Seller Details	
GeM Seller ID:	3EE8200001291381
Company Name:	SMARTCHEM TECHNOLOGIES LIMITED
Contact No.:	09178049680
Email ID:	lalit.agarwal@dfpcl.com
Address:	SAI HIRA, SURVEY NO. 93,MUNDHWA,PUNE, Pune, MAHARASHTRA-411036, -
MSME verified:	No
MSME Registration number:	-
GSTIN:	27AACCA5046P2ZC , 27AACCA5046P2ZC

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

Product Details								
#	Item Description	Category Name & Quadrant	Model	HSN Code	Ordered Quantity	Unit	Lead Time(Days)	Price (Inclusive of all Duties and Taxes in INR)
1	<b>Product Name :</b> OPTIMEX-Plus Prilled Blasting Grade Ammonium Nitrate, Shelf life 1 year <b>Brand :</b> OPTIMEX-Plus <b>Brand Type :</b> Registered Brand <b>Catalogue Status :</b> OEM verified catalogue <b>Selling As :</b> OEM	Blasting Grade Ammonium Nitrate (Q3)	Low Density Prilled Ammonium Nitrate	31023000	9,000,000	kilogram	-	586,260,000
Total Order Value (in INR)								<b>586,260,000</b>

Consignee Detail						
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: - Email ID: ujawal.rane@nic.in Contact: 07173-254042- GSTIN: 27AAACW1578L1ZW Address: Regional Stores, WCL Ballarpur Area PO Sasti Distt Chandrapur (M.S) Pin 442 706, Chandrapur, MAHARASHTRA-442706, India	OPTIMEX-Plus Prilled Blasting Grade Ammonium Nitrate, Shelf life 1 year	-	2,880,000	19-Dec-2021	17-Jun-2022
2	Designation: - Email ID: asaari.mahender@nic.in Contact: -9618810882- GSTIN: - Address: Regional Stores, WCL P.O. GHUGUS COLLIERY Distt Chandrapur, M.S ; Pin 442 505, CHANDRAPUR, MAHARASHTRA-442505, India	OPTIMEX-Plus Prilled Blasting Grade Ammonium Nitrate, Shelf life 1 year	-	3,240,000	19-Dec-2021	17-Jun-2022
	Designation: -					

3	Email ID: kskattimani@westerncoal.gov.in Contact: 7172-265351- GSTIN: 27AAACW1578L1ZW Address: Regional Stores, WCL, Durgapur Opencast, P.O. DURGAPUR Distt Chandrapur, ( M.S)Pin 442 403, CHANDRAPUR, MAHARASHTRA-442403, India	OPTIMEX-Plus Prilled Blasting Grade Ammonium Nitrate, Shelf life 1 year	-	2,880,000	19-Dec-2021	17-Jun-2022
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### Product Specification for OPTIMEX-Plus Prilled Blasting Grade Ammonium Nitrate, Shelf life 1 year

Specification	Sub-Spec	Value
Generic	Size (mm)	1
	Form	Prilled
Physical Properties	Moisture, percent by mass, Max	0.3
	Bulk density, g/cm <sup>2</sup>	0.76
	Purity (on dry basis), percent by mass, Min	99
	Foreign matter and visible impurities, percent by mass, Max	Nil
	Grit, percent by mass, Max	Nil
	Total nitrogen, percent by mass, Min	34
	Non-volatile matter, percent by mass, Max	0.2
	Matter insoluble in water, percent by mass, Max	0.3
	Oil absorption, percent by mass, Min	8
Packaging, Marking and Shelf Life	Packaging Container Norms	Suitable with chemical grade
	Manufacturer and expiry shall be printed on Label or Container	Yes
	Packing Type	Polyethylene Lined bags
	Whether ISI Marked	Yes
	Shelf Life	1
Test Reports	Availability Of Test Report From Central Govt/Nabl/Ilac Accredited Lab To Prove Conformity To Specification	No
	Copies of test reports to be furnished to buyer on demand at time of supplies	Yes

### Terms and Conditions

#### 1. Special terms and conditions- Version:1 effective from 13-04-2021

##### 1.1

#### 2. General Terms and Conditions-

**2.1 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**

**2.2 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.**

**2.2.1 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.**

**2.2.2 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.**

**2.3 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.**

**2.4 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.**

**2.5 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.

2.6 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).

2.7 Limitation of Liability: The provisions of limitation of liability between Buyer and Seller as given in the GTC shall be applicable here.

2.8 Resolution of disputes: The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.

2.9 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.

2.10 Financial Certificate:

2.10.1 The expenditure involved for this purpose has received the Sanction of the competent financial authority.

2.10.2 The funds are available under the proper head in the sanction budget allotment for the concern financial year.

2.10.3 I have been fully authorized by the department to sign the supply order or incur the liability of the Goods being ordered.

2.11 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.

### 3. Buyer Added Bid Specific Terms and Conditions-

#### 3.1 Generic:

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

#### 3.2 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.

#### 3.3 Generic:

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

#### 3.4 Generic:

For hazardous chemical/item, all precautionary measure as per regulation from the point of transportation/ handling/ storage/ safety/ health/ environment to be undertaken/ specified before dispatch. During dispatch, proper symbol for the hazard/ MSDS/ Batch No./ date of manufacturing/ Gross Weight/ Net Weight/ shelf Life etc are to be written/ printed/ pasted on the body of the packing.

#### 3.5 Generic:

Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

#### 3.6 Scope of Supply:

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

#### 3.7 Past Project Experience:

For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

- Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
- Execution certificate by client with order value.
- Any other document in support of order execution like Third Party Inspection release note, etc.

#### 3.8 Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Technical Specifications of Porous Prilled Ammonium Nitrate : Quantity 9000 Tonnes

Specification	Specification Name	Bid Requirement (Allowed Values)
Generic	Size (mm)	1.0
	Form	Prilled
Physical Properties	Bulk density, g/cm <sup>3</sup>	0.76
	Purity (on dry basis), percent by mass, Min	99
	Foreign matter and visible impurities, percent by mass, Max	Nil
	Grit, percent by mass, Max	Nil
	Total nitrogen,	34

Packaging, Marking and Shelf Life	percent by mass, Min	
	Non-volatile matter, percent by mass, Max	0.2
	Matter insoluble in water, percent by mass, Max	0.15%
	Oil absorption, percent by mass, Min	8
	Packaging Container Norms	Suitable with chemical grade
	Manufacturer and expiry shall be printed on Label or Container	Yes
	Packing Type	Polyethylene Lined bags
	Shelf Life	1, 2, 3, 4, 5 Or higher
Test Reports	Copies of test reports to be furnished to buyer on demand at time of supplies	Yes
<b>Specification Parameter Name</b>		<b>Bid Requirement (Allowed Values)</b>
Matter insoluble in water, percent by mass, Max		0.15% Bidder to submit confirmation
a.Benchmark Powder factor(PF) for ANFO shall be 142.63%(say 143%)of average achieved PF by the use of SME for the same period. b.Method of calculating PF for ANFO shall be same by which PF for SME/Bulk explosive is calculated.		Bidder to submit confirmation
Failure to achieve the benchmark PF shall attract penalty as per performance & penalty clause. Cast booster is allowed to the extent of 0.2% max for hole more than 10mlength and upto 0.3% for hole below 10mlength beyond which cost will be borne by supplier.		Bidder to submit confirmation
The delivery shall be completed within 180 Days (In phased manner as per requisition given by the Project) from placement of supply order, with @ 1500 Tonnes per month to the mines of Chandrapur, Ballarpur and Wani.		Bidder to submit confirmation
The supplier must also ensure compliance of all relevant statutory requirement under Mine Act 1952, Mines Rules 1955 & CMR 2017 and other related Rules, Laws and Bye- Laws, Orders and Circulars published by Govt. Of India.		Bidder to submit confirmation

I. Diesel @ 70 liters per ton of Ammonium Nitrate will be provided by WCL for operations and mixing purpose of BMD(Bulk Mix Delivery Vehicle). Cost of Diesel consumed will be deducted from the supplier's bill at the prevailing rates.

II. Technical services charges . - (Prices quoted by seller shall be inclusive of these charges)

Following technical services shall be provided by the supplier which will be part of scope of supply.

- a. Loading of Ammonium Nitrate into BMD (Bulk Mixing and Delivery) vehicle from the storage location shall be done by supplier.
- b. DTH ( Down the Hole ) delivery of ANFO at mine bench .
- c. Technical expertise in designing the pattern of blast holes to improve the blasting efficiency .
- d. Technical representative shall be posted at Chandrapur Area, Ballarpur area and Wani area, WCL & will be present during the charging and

blasting and also available for after blast inspection.

- e. Whenever there is a special problem like vibration and noise near any structure or dwelling deflagration of explosives, technical representative from the supplier shall immediately attend to them and solve the problem jointly with the mine representative.
- f. It is the responsibility of the supplier to provide sufficient resources for best performance.
- g. The supplier must also ensure compliance of all relevant statutory requirement under Mine Act 1952, Mines Rules 1955 & CMR 2017 and other related Rules, Laws and Bye- Laws, Orders and Circulars published by Govt. Of India.

III. It is the responsibility of the supplier to provide BMD vehicle attached to WCL magazines- No rental or hire charges, maintenance charges shall be claimed by the supplier

#### IV. Powder Factor.

- a. Bench mark Powder factor for ANFO shall be 142.63 % (say 143%) of average achieved Powder factor by the use of SME for the same period.
- b. The method of calculating the powder factor for ANFO shall be the same method by which benchmark powder factor for SME/Bulk explosive is calculated.
- c. Failure to achieve the benchmark powder factor shall attract penalty as detailed in performance and penalty clause.
- d. Cast booster shall be allowed to the extent of 0.2 % maximum for hole more than 10 m length and up to 0.3% for holes below 10 m length beyond which cost of the same will be borne by the supplier.

#### V. Performance and Penalty

a. The achieved powder factor should not be less than the Bench Mark powder factor for ANFO. The method of calculating the powder factor shall be the same method by which benchmark powder factor for SME is calculated. In the event of supplied item not providing satisfactory results penalty will be imposed by way of Deduction on monthly basis from the bills of the supplier. For every percentage decrease in powder factor for OB compared to benchmark powder factor of ANFO, same percentage deduction of the price (without GST) shall be made.

b. In case the achieved powder factor is above 105% of the bench mark powder factor then Bonus may be paid monthly @ 0.3% (zero point three percent) of the price (without GST) for every percentage increase in Powder factor over 100 % of the Bench mark of ANFO. Thus for achievement of powder factor between 100% to 105% of the benchmark of ANFO there will be no Bonus. For e.g. achieved PF is 106%, bonus to be paid will be equal to  $0.3\% \times 6 \times \text{price of the Ammonium Nitrate price, Diesel price and technical service charges}$ .

c. In the event of failure of blast, cost of explosive / accessories used in the blast and other incidental charge like drilling cost etc. will be recovered from the supplier. In case of blast failure, initially proportionate deduction (proportionate to value) will be made for both and Ammonium Nitrate price, Diesel price & technical service charges & accessories. After investigating into the cause of failure as to which item (ANFO or accessories) is responsible for the failure, final deduction will be made accordingly.

d. The payment shall continue to be made as per the terms of the contract and provisional deductions / Bonus if any on account of non achievement / over achievement of PF shall be made on monthly basis however final assessment of the powder factor and reconciliation thereof shall be made on complete contract period including extension / short closure, on average Powder factor basis. Bonus shall be paid in the same way as that of penalty.

e. Deduction due to non- achievement of powder factor shall be made from the price of Ammonium Nitrate price, Diesel price and technical service charges only and not from accessories prices.

#### VI. Statutory Obligations

- a. The above item should be supplied only with the approval of valid statutory authority like DGMS, CCOE etc whenever it is mandatory.
- b. The supplier should ensure to get proper written indents / Requisition and no BMD vehicle should be sent without any indent / requisition. This is absolutely imperative.

#### VII. Safety Measures.

The supplier will ensure all safety measures in respect of manufacturing and delivery of ANFO. The supplier must have valid license from Chief Controller of Explosives from AN store to loading holes including storage, Manufacturing, mixing & transportation till the completion of contract. Supplier should ensure compliance of safety measures prescribed by DGMS of any other statutory authorities from time to time.

#### VIII Permission / License

The supplier is responsible to obtain valid permission / license from Chief Inspector of Explosives / Govt./any other statutory body as may be required for storage, manufacture & supply of Ammonium Nitrate. Any DGMS/ statutory permission if necessary, will be obtained by the supplier. Necessary assistance will be provided by Project. No supply should be effected without having valid permission from DGMS/ License from CCOE for the product even if there is an allocation for supply of the product from WCL. Supply of Ammonium Nitrate against the contract shall be accompanied by self attested copy of the valid PESO license.

#### IX Verification

WCL reserves its right to physically and by any other method (as applicable) to verify the documents and in the event of the results of verification not matching with the information submitted in the offer, suitable penal action may be taken including cancellation of contract, banning/ suspension of the supplier.

#### X. Duration of the contract.

The contract shall be valid for 180 days from the date of issue of Purchase order.

#### XI Delivery

The delivery shall be completed within 180 Days (In phased manner as per requisition given by the Project) from placement of supply order, with @ 1500 Tonnes per month to the mines of Chandrapur, Ballarpur and Wani.

#### XII Document to be submitted by the bidder alongwith the offer.

- a. Manufacturing license(P1)
- b. License to transport(P4)
- c. Technical data sheet
- d. All statutory documents as per AN Rules 2012
- e. Quality test certificate with reference to the technical data sheet.
- f. Acceptance of all the terms and conditions in the bid
- g. Declaration of Local content as per Make in India policy.

#### XIII Document to be submitted by the supplier alongwith the supplies.

- a. Manufacturing license(P1)
- b. License to transport(P4)
- c. Technical data sheet
- d. All statutory documents as per AN Rules 2012
- e. Quality test certificate with reference to the technical data sheet.
- f. Invoice mentioning quantity price and applicable taxes.

**XIV Provenness Criteria:** The bidder should submit copies of Supply order received from Government/PSU /Private organizations for supply of Porous Prilled Ammonium Nitrate for the purpose of blasting in open cast mines.

**XV : Price Variation Clause :** The PVC shall be 143 % of the rate of bulk Explosives against the RC NO 211 dated 8.10.2021 issued by CIL. The Powder factor achieved by use of ANFO is about 143 % higher than the powder factor achieved by Bulk Explosives. The supplier has to ensure the 143 % powder factor, otherwise necessary deduction against performance as per Bulk RC will be done.

2. Price Fall Clause: Price fall clause is Not applicable.

3. Security Deposit: Not applicable

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