

## Contract



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**Contract No:** GEMC-511687723852182

**Generated Date:** 11-Feb-2022

**Bid/RA/PR No:** [GEM/2022/B/1838609](#)

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

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

| Seller Details            |   |
|---------------------------|---|
| GeM Seller ID:            | 72F6200001500164  |
| Company Name:             | BLACK DIAMOND EXPLOSIVES PRIVATE LIMITED                                      |
| Contact No.:              | 09234602191   |
| Email ID:                 | alokekhaitan@bdepl.com  |
| Address:                  | 1ST FLOOR,SURYA AUTO CAMPUS,JHARIA ROAD,DHANSAR, Dhanbad, JHARKHAND-828106, - |
| MSME verified:            | No  |
| MSME Registration number: | -   |
| GSTIN:                    | 20AABC0879J1ZW , 20AABC0879J1ZW   |

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

| Product Details            |  |                  |              |                  |                       |  |
|----------------------------|--|------------------|--------------|------------------|-----------------------|--|
| #                          | Item Description   | Ordered Quantity | Unit         | Unit Price (INR) | Tax Bifurcation (INR) | Price (Inclusive of all Duties and Taxes in INR) |
| 1                          | <b>Product Name :</b> Non Permitted Large Dia Explosive Column<br><b>Brand :</b> Black Diamond Explosive (P) Ltd<br><b>Brand Type :</b> Unbranded<br><b>Catalogue Status :</b> Catalogue not verified by OEM<br><b>Selling As :</b> Reseller not verified by OEM<br>Category Name & Quadrant : Non Permitted Large Dia Explosive Column (Q3)<br>Non Permitted Large Dia Explosive Column<br>HSN not specified by seller                      | 480              | metric tonne | 89,995           | NA                    | 43,197,600                                       |
| 2                          | <b>Product Name :</b> Non Permitted Large Dia Explosive Booster/Prime<br><b>Brand :</b> Black Diamond Explosive (P) Ltd<br><b>Brand Type :</b> Unbranded<br><b>Catalogue Status :</b> Catalogue not verified by OEM<br><b>Selling As :</b> Reseller not verified by OEM<br>Category Name & Quadrant : Non Permitted Large Dia Explosive Booster/Prime (Q3)<br>Non Permitted Large Dia Explosive Booster/Prime<br>HSN not specified by seller | 120              | metric tonne | 92,004           | NA                    | 11,040,480                                       |
| Total Order Value (in INR) |  |                  |              |                  |                       | <b>54,238,080</b>                                |

| Consignee Detail |   |  |         |          |                      |                             |
|------------------|---|--|---------|----------|----------------------|-----------------------------|
| S.No             | Consignee   | Item                                     | Lot No. | Quantity | Delivery Start After | Delivery To Be Completed By |
| 1                | Designation: -<br>Email ID: asaari.mahender@nic.in<br>Contact: -9618810882-<br>GSTIN: -<br>Address: Regional Stores, WCL P.O. GHUGUS COLLIERY Distt | Non Permitted Large Dia Explosive Column | -       | 480      | 11-Feb-2022          | 22-May-2022                 |
|                  |   | Non Permitted Large Dia                  | -       | 120      | 11-Feb-2022          | 22-May-2022                 |

Chandrapur, M.S ; Pin 442 505,  
CHANDRAPUR, MAHARASHTRA-442505, India

Explosive Booster/Prime

### Non Permitted Large Dia Explosive Column

|                                     |  |
|-------------------------------------|--|
| Whether Price variation applicable? | yes  |
| Price Variation Clause              | Price variation Clause on Monthly basis shall be applicable as per CIL running RC for LD Explosives Dated 07.06.2021 |
| Price Variation Clause Document     | <a href="#">16415512911.pdf</a>  |

### Non Permitted Large Dia Explosive Booster/Prime

|                                     |  |
|-------------------------------------|--|
| Whether Price variation applicable? | yes  |
| Price Variation Clause              | Price variation Clause on Monthly basis shall be applicable as per CIL running RC for LD Explosives Dated 07.06.2021 |
| Price Variation Clause Document     | <a href="#">16415512912.pdf</a>  |

### Product Specification for Non Permitted Large Dia Explosive Column

| Specification        | Sub-Spec             | Value |
|----------------------|----------------------|-------|
| Custom Specification | Custom Specification | Yes   |

### Seller Specification Document:

|   |   |
|---|---|
| 1. <a href="#">SpecificationDocument1</a> | mkp.gem.gov.in/catalog_data/catalog_support_document/34/77/342/CatalogAttrs/SpecificationDocument/2022/1/13/2022_01_13_11_47_54_column-specification_2022-01-13-11-47-57_6548907f62ed4d8a2c2881c53ac0e5dd.pdf |
|---|---|

### Buyer Specification Document:

|  |  |
|--|--|
| 1. <a href="#">SpecificationDocument</a> | mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/100431/54/78/703/CatalogAttrs/SpecificationDocument/2021/12/14/techspecsexplosives_2021-12-14-15-14-48_d500ebacc75729490d2beafa7c108850.pdf |
|--|--|

### Product Specification for Non Permitted Large Dia Explosive Booster/Prime

| Specification        | Sub-Spec             | Value |
|----------------------|----------------------|-------|
| Custom Specification | Custom Specification | Yes   |

### Seller Specification Document:

|   |   |
|---|---|
| 1. <a href="#">SpecificationDocument1</a> | mkp.gem.gov.in/catalog_data/catalog_support_document/34/77/342/CatalogAttrs/SpecificationDocument/2022/1/13/2022_01_13_11_52_15_prim-specification_2022-01-13-11-52-18_465a707a7899dc800862c4c24ef28413.pdf |
|---|---|

### Buyer Specification Document:

|  |  |
|--|--|
| 1. <a href="#">SpecificationDocument</a> | mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/100431/54/78/703/CatalogAttrs/SpecificationDocument/2021/12/14/techspecsexplosives_2021-12-14-15-16-04_6958c70cfd094e5335c96105fbc211d9.pdf |
|--|--|

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

### 2.1 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](#)

### 2.2 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.

### 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 uploaded ATC document [Click here to view the file.](#)

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