

Contract



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Contract No: GEMC-511687707609340

Generated Date: 11-Mar-2022

Bid/RA/PR No: [GEM/2022/B/1948665](#)

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: Yes	Payment Mode: Offline
Designation of Administrative Approval: CMD	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:	9200180000531724
Company Name:	PREMIER EXPLOSIVES LIMITED
Contact No.:	09849645402
Email ID:	ykr@pelgel.com
Address:	PLOT NO.11,PREMIER HOUSE,ISHAQ COLONY,NEAR AOC CENTRE, SECUNDERABAD, TELANGANA-500015, -
MSME verified:	No
MSME Registration number:	-
GSTIN:	36AABCP2277J1Z9

*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	Product Name : SAFEX-1 BULK Brand : SAFEX-1 BULK Brand Type : Unbranded Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM Category Name & Quadrant : SAFEX-1 BULK (Q3) PESO BRAND ID - 44 36020010	900	metric tonne	95,900	NA	86,310,000
Total Order Value (in INR)						86,310,000

Consignee Detail						
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: - Email ID: hb.prakash@coalindia.in Contact: 07175-285086- GSTIN: 27AAACW1578L1ZW Address: Regional Stores, WCL New Majri, P.O. Shivaji Nagar Distt Chandrapur, CHANDRAPUR, MAHARASHTRA-442503, India	SAFEX-1 BULK	-	250	11-Mar-2022	27-Apr-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	SAFEX-1 BULK	-	400	11-Mar-2022	27-Apr-2022

3	Designation: - Email ID: mr.patil3485@nic.in Contact: 07239-241341- GSTIN: 27AAACW1578L1ZW Address: Regional Stores, WCL Wani North Area , PO UKNI, Tahsil WANI Dist Yavatmal (MS)Pin 445 304, YAVATMAL, MAHARASHTRA-445304, India	SAFEX-1 BULK	-	250	11-Mar-2022	27-Apr-2022
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SAFEX-1 BULK

Whether Price variation applicable?	yes
Price Variation Clause	PVC clause as per existing CIL RC which is on quarterly basis shall be replaced with monthly basis in the current bid.
Price Variation Clause Document	-

Product Specification for SAFEX-1 BULK

Specification	Sub-Spec	Value
Custom Specification	Custom Specification	Yes

Seller Specification Document:

1. SpecificationDocument1	mkp.gem.gov.in/catalog_data/catalog_support_document/08/12/776/CatalogAttrs/SpecificationDocument/2022/2/18/2022_02_18_18_13_33_premier-bulk-1_2022-02-18-18-13-37_f8c55ec63bd40fa679f7cde1b6828424.pdf
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Buyer Specification Document:

1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/100431/54/78/703/CatalogAttrs/SpecificationDocument/2022/2/12/techspecsbulk_2022-02-12-12-24-48_21ab57ef5a839a31d1e28bd631a3a5bc.pdf
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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. 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 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.

2.4 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.

2.5 Scope of Supply:

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

2.6 Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Technical specifications: Bulk Explosives

1. Price Fall Clause : The Price fall clause shall be exempted in this tender.

2. EMD, Security Deposit and Performance Bank Guarantee: EMD, Security Deposit and Performance Bank Guarantee shall be exempted in this tender.

3. PVC clause as per existing CIL RC which is on quarterly basis shall be replaced with monthly basis in the current bid.

4. Penalty on delivery performance which is on half yearly basis in Existing CIL RC shall be replaced with quarterly basis in the current bid.

7. All other terms and condition shall be as per the Bulk RC 2021-23 of CIL

8. Allocation of quantity - 9000 Te Bulk Explosives

SN	AREA	QUANTITY- Te
1	Wani	4000
2	Wani North	1500
3	Majri	2000
4	Ballarpur	1500
	Total	9000

9. PROVENNESS CRITERIA : Only those vendors who are Non-RC Holders of WCL from the CIL approved product list are eligible to quote (list enclosed as annexure)

IN CASE OF START UP & MICRO & SMALL ENTERPRISES, RELAXATION NORMS AS PER THE CL NO: 23(G) OF SECTION III' OF THE NIT SHALL APPLY AND THE BIDDER OF THIS CATEGORY SHALL COMPLY WITH ALL THE RULES AND SUBMIT THE REQUIRED DOCUMENTS AS INDICATED.

10 DELIVERY SCHEDULE : All Deliveries shall be on or before 31st March 2022 as per schedule given by GM E & BT , WCL Hq Nagpur.

11 CONSIGNEE :Wani, Wani North, Majri and Ballarpur Areas of WCL

12. Payment Terms: 100 % Payment shall be released within 21 days after receipt and acceptance of the goods at the consignee's end or submission of bills by the supplier along with all requisite documents as per provisions of Purchase order/ contract, whichever is later.

13. PAYING AUTHORITY : General Manager (Fin)/c, WCL Hqrs, Nagpur

14. SCHEDULE OF REQUIREMENTS -

A) Bulk Explosives : 9000 Te

All Terms and conditions of RC 2021-23 for Bulk Explosives issued by CIL on 08.10.2021 will be applicable to bidders.

TECHNICAL SPECIFICATIONS

Technical section

1. Eligibility to offer

1.1 The bidder(s) whose offered items are already approved or has been successfully tested and tried at any of the CIL Subsidiary Cos., duly certified by CMPDIL and who are in possession of valid statutory license from the concerned licensing authorities are only eligible to offer against this tender. A list of approved items is enclosed in the NIT.

2. Item offered

2.1 Bidder shall indicate the item/s offered by him along with brand names.

2.2 Bidders offering approved items listed in the NIT have to confirm that offered items have not been delisted by CMPDIL or any subsidiary of CIL or PESO or DGMS.

3. Offer quantity

3.1 The offer quantity of each item offered by the bidder must be indicated

3.2 The offer quantity cannot be reduced at any stage and any attempt to reduce/restrict the offer quantity at any stage before conclusion of RC shall be construed as withdrawal of offer and shall be treated as per terms of this NIT including cancellation of offer and forfeiture of EMD.

4. PESO license

4.1 Item-wise details of PESO license i.e. license number, date, validity period, license capacity etc. shall be indicated by the bidders.

4.2 Notarized copy (scanned PDF) of the valid license of PESO shall be submitted along with offer.

4.3 If the PESO license is not valid on the date of tender opening, copy of application submitted for revalidation of license, duly received by PESO(Nagpur/Regional office) shall be submitted along with offer.

4.4 Offers without PESO license (valid/applied for revalidation) shall not be accepted. Further, application for new license/ enhancement (even received by PESO) will not be considered.

4.5 Supply of explosives against RCs shall be accompanied by self-attested copy of valid PESO license.

5. ISO Certificate

5.1 ISO 9001 certificate number, date, validity period shall be indicated by the bidders.

5.2 A notarized copy (scanned PDF) of valid ISO 9001 certificate shall be submitted along with the offer.

5.3 Firms not having valid ISO 9001 certification on the date of tender opening will be disqualified.

6. Technical specifications

6.1 Bidder shall furnish technical specifications of offered items as below -

Bulk explosives -Brand name, velocity of detonation (VOD) (unconfined), emulsion/slurry, density, All information shall be furnished in tabular form separately for each item should meet following Technical parameters.

SN	Parameters	Acceptable Limits
1	Velocity of Detonation(m/s) *Fresh sample after sleepage in water (24 hrs)	4000 +/- 500
2	Density (g/cc) *Fresh sample after sleepage in water (24 hrs)	1.15 +/- 0.05
3	Air Gap Sensitivity *Fresh sample after sleepage in water (24 hrs)	Sample Should fire with cast Booster (PETN) 100 gm/ Cast Booster (Emulsion) 150 gm

* Where sleepage is not available, criterion of " Not Meeting Standards " shall be done on fresh sample. If any explosives fails to explode , the product will be treated as Not meeting Standards

The sample shall be treated as " Not Meeting Standard" in random tests if it does not meet any of the criterion specified under " Acceptable Standards"

6.2 Details of acceptable technical specification as mentioned above for offered items not meeting acceptable technical limits shall not be considered.

7. Testing facilities

7.1 The bidder shall confirm that essential equipments required for testing of explosives and accessories offered, as detailed below are possessed

and maintained by them for the required purpose.

1 Facility for testing of quality parameters like Velocity of Detonation (VOD), Density.

2 Facility for testing of any raw materials. I) Testing of Oxidizer ii) Testing of fuels

3) Facility for testing of finished products I) Density II) Viscosity III) Facility for temperature sensitivity test and impact sensitivity test

The details of equipment required for the above are listed below,

i) Raw materials testing for quality control

Sl. Particulars

1 PH meter

2 Chemical balance

3. Kitchen balance

4 Viscometer

5 Water bath

6 Heater

7 Dean & Stark Distillation apparatus

8 Flash Point apparatus

9 Thermometer

10 Mixer

7.2 The above equipments must be available all the time in the explosive factories in working condition. CIL or any agencies authorised by CIL shall have the option to check the same.

7.3 The Bidders are required to submit manufactures test certificate of different

quality parameters as specified along with supply. They shall also keep a record of all tests of raw material and finished product being supplied by them at their end which may be inspected by representative of CIL/Subsidiary Company.

8. Random test

A) TESTING BY CMPDIL

8.1 WCL shall conduct random test of the explosives & accessories supplied by the supplier through CMPDIL as per SOP approved by CMPDIL.

8.2 The limits of technical parameters for random test as mentioned above at Point No 6.1

8.3 The testing charges shall be borne by WCL for carrying out the testing.

8.4 The authorized representative from CMPDIL shall draw the required number of samples randomly in from any magazine. The samples shall be drawn and tested on the same day at mine in presence of representatives of subsidiary and the supplier.

8.5 The Sample shall be treated as "Not Meeting Standards"(NMS) in random test if it does not meet any of the criterion specified under "acceptable limit". Penalty levied on the total supply value (without GST) of explosives and accessories supplied in that quarter shall be @ 1% for 1 sample NMS, @3% for 2 samples NMS, @5% for 3 samples NMS, @7% for 4 samples NMS and @10% for 5 or more samples NMS and shall be deducted from the bills of the supplier by the concerned subsidiary company in every quarter.

B) TESTING BY WCL

8.6 Apart from quarterly random tests by CMPDIL, WCL reserves the right to conduct additional test of explosives to be done randomly with an ultimate aim of achieving batch wise testing of cartridge explosives.

8.7 The limits of technical parameters for these tests are given in the NIT under a separate annexure titled 'Random Test and Delivery Performance' and shall also be mentioned in the RC.

8.8 The testing charges shall be borne by WCL for carrying out the testing.

8.9 The additional test to be done randomly shall be conducted every month The authorized representative from subsidiary company shall draw samples randomly in each month. The samples shall be drawn and tested on the same day at mine in presence of representatives of the supplier.

8.10 The Sample shall be treated as "NMS" in additional test to be done randomly by subsidiary company if it does not meet any of the criterion specified under and penalty @ 1% of total supply value (without GST) of explosives and accessories supplied in that month shall be deducted from the bills of the supplier. This will be in addition to penalty indicated at 8.5 above.

C) COMMON PROVISIONS

1. Explosives and accessories of same batch will not be tested more than once either by CMPDIL or Subsidiary Company.

8.11 Sample Quantity for Random Tests

A) Testing by CMPDIL

a. Bulk Explosives: One sample to be taken for the first 200 tonnes and subsequently for every 300 tonnes, one additional sample is taken. For example, a supplier whose annual allocation for Bulk explosives is 1600 tonnes, a total of six (1+1400/300= 6) samples is suggested.

B) Testing by WCL

In case of random testing by WCL, sample quantities will be determined on pro-rata monthly

8.12 Standard Operating Procedure (SOP) for random testing is available in CIL website viz. www.coalindia.in which is uniformly applicable in all

CIL subsidiaries and NEC. Any future updation in the SOP by CMPDIL/ CIL will also be applicable to Bidders.

9 Technical service

9.1 Whenever a manufacturer supplies any explosives/accessories item for the first time

to a WCL, CMPDIL test and trial report of that item shall be presented to the GM MIS of WCL before the explosives & accessories are used in any colliery and the manufacturer's representative shall be available for advice.

9.2 At least one technical representative (having requisite qualification) shall be posted in WCL

9.3 The technical representative of a supplier shall report to user within 48 hours of call (letter/fax/mail/SMS) and failure to reach the caller within 48 hours shall attract a penalty of Rs 50,000/-. Calls shall also be endorsed to GM (MIS), WCL in charge of the who will finally decide on imposition of penalty.

9.4 The manufacturer shall give technical expertise in designing the pattern of blast holes

to improve the blasting efficiency depending upon the requisition by the subsidiary.

9.5 Whenever there is a special problem like vibration and noise near any structure or

dwelling and deflagration of explosives, technical representative from the manufacturer shall immediately attend to them and solve the problem jointly with the

mine representative.

9.6 Quarterly technical service report shall be submitted by the supplier to the concerned

subsidiary companies.

10 The suppliers must also ensure compliance of all relevant statutory requirements under Mines Act 1952, Mines Rule 1955, CMR 2017 and related Laws and Bye laws, Orders & Circulars published by the Govt. of India.

11 POWDER FACTOR

11.1 The mine wise annual average achieved powder factor for 2020-21, separately for

Coal and OB in OC mines for departmental as well as outsourcing patches for following categories of operations has been indicated in NIT for information of the bidders -

a) PF for OC mines

i) PF for coal

ii) PF for OB in shovel-dumper bench

iii) PF for OB in dragline bench

11.2 Bidder shall confirm that explosives supplied by them shall achieve the mine-wise benchmark powder factors. Failure to achieve the benchmark powder factors shall attract penalty as detailed in 'Performance and Penalty' clause of NIT.

11.3 In case of new opencast mines i.e. new projects/patches including outsourcing and hired HEMM patches, which may come up during the tenure of the contract and for which benchmark powder factor is not communicated the subsidiary shall formulate the powder factor as follows:

a) Bench Mark PF shall be fixed in notional manner through a committee consisting of representatives from Sub Co. and CMPDIL.

All Bench Mark Powder Factor determined above should have approval of CMD of the subsidiary company.

The supplier has to lodge claim within completion of the relevant month in case the deduction exceeds 20% of the price of the explosives.

Claim made by the suppliers after the above period, shall not be entertained. If bonus exceeds 20% of price of explosives, the Sub. Co. shall initiate review immediately after completion of the relevant year.

11.4 For new powder factors as well as review of existing powder factor cases explained

above, CMD of the subsidiary company is empowered to issue the necessary amendment to incorporate the new/revised powder factors without referring the matter to CIL.

12. SPECIFIC Gravity: The supplier shall measure specific gravity of the bulk Explosives by the standard method and the method of calculating the amount of bulk explosives pumped down the hole will be counterchecked with the net delivered through weighbridge on the day to day basis

13. WCL reserves the right to short-close the Order at any point of time.

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