

Contract



11100831921180 16-Oct-2021

Contract No: GEMC-511687773876645

Generated Date: 16-Oct-2021

Bid/RA/PR No: [GEM/2021/B/1305144](#)

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: GM MM Purchase	Designation: Dy Manager Fin
Designation of Financial Approval: GM Finance	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:	3A62190000811540
Company Name:	Mangla Plastic Industries
Contact No.:	09193134410
Email ID:	anil_mangla@yahoo.co.in
Address:	PLOT NO 1733,MIE PART B,BAHADURGARH JHAJJAR, Jhajjar, HARYANA-124507, -
MSME verified:	Yes
MSME Registration number:	UDYAM-HR-07-0000306
MSE Social Category:	General
MSE Gender:	Male
GSTIN:	06AAKPM6216C1ZZ , 06AAKPM6216C1ZZ

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

Product Details								
#	Item Description	Category Name	Model	HSN Code	Ordered Quantity	Unit	Lead Time(Days)	Price (Inclusive of all Duties and Taxes in INR)
1	Product Name : MANGLA Safety Rubber Canvas Boots for Miners 38 (Men) Fitting 6 (Men) Brand : MANGLA Brand Type : Registered Brand Catalogue Status : OEM verified catalogue Selling As : OEM	Safety Rubber Canvas Boots for Miners- as per IS: 3976	MANGLA	HSN not specified by seller	60,868	pairs	-	26,058,808.16
Total Order Value (in INR)								26,058,808.16

Consignee Detail						
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: - Email ID: harishkandula@westerncoal.gov.in Contact: 962-3386330- GSTIN: - Address: WCL Central Stores, Urjagram, Tadali- 442406, CHANDRAPUR, MAHARASHTRA-442406, India	MANGLA Safety Rubber Canvas Boots for Miners 38 (Men) Fitting 6 (Men)	-	60,868	16-Oct-2021	13-Feb-2022

Product Specification for MANGLA Safety Rubber Canvas Boots for Miners 38 (Men) Fitting 6 (Men)		
Specification	Sub-Spec	Value
ITEM	ITEM	Safety Rubber Canvas Boots for Miners

DESCRIPTION	Description of item	Safety Rubber Canvas Boots for Miners
SPECIFICATION	Technical Specification of the Product	Safety Rubber Canvas Boots for Miners as per BIS specification No IS 3976: 2018
CERTIFICATION	BIS Certification	Yes
TYPE	Type	Type 2
SIZE AND FITTINGS	Size (Paris Point as per Table no 8 and Table no 9 of IS 1638)	38 (Men)
	Fitting (As per Table 8 and Table 9 of IS 1638	Fitting 6 (Men)
MATERIAL	Upper Material	Composite Material having outer and inner layer of suitable textile material
	Safety Toe Cap	Steel
	Outsole	Rubber
	Abrasion Resistance of Outsole	Relative Volume Loss not more than 150 mm ³ (Test Method clause 8.3 of IS 15298 (Part 1)
	Laces	Nylon
	Outer Toe Cap	Rubber
	Vamp and Quarter Reinforcement for Type 1 Boots	Not Applicable (For Type 2 Boots)
COLOUR	Colour	Any other Colour as per buyer's requirements
OTHER REQUIREMENTS	Detachable Insocks	Two pairs of Detachable insocks of Rubber Sponge laminated with Cotton Drill Cloth, of total minimum thickness of 2 mm shall be provided with each pair of Boot.
ADDITIONAL REQUIREMENTS	Additional Requirements for Boots	Complies with requirements of DGMS Circular (Approval) No 13 dated 4-06- 2015 with latest amendments
MARKING	Marking	As per clause 10 of the IS 3976
DEPARTMENTAL LOGO	Logo Marking	As per buyer's requirements
ADVANCE SAMPLE	Agree to provide Advance Sample(s) for buyer's approval before commencement of supply	Yes
TEST REPORT	Availability of Test Report from Designated AHSP/ NABL/ ILAC accredited or Central Government Lab to prove conformity of products to the specification	Yes
	Test Report No	2K1903228-1/CL ETC
	Test Report Date	19.03.19
	Name of the Lab	FDDI
	Address of the Lab	NOIDA (UP)
	Test reports to be furnished to buyer on demand, if claimed to be available	Yes

Seller Specification Document:

1. Applicable Specification Document	mkp.gem.gov.in/uploaded_documents/cms/tp/home_defe_pers_sa55166021_sa04400215/51/16/877/Cate gorySchema/qr_spcn_document/2020/5/22/dgms-circular-no-13_2020-05-22-12-43- 40_2bc5bf4e09aa7eee621479 06d03b70e8.pdf
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Corrigendum

1. **Extended Upto** : 2021-07-13 15:00:00

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. Additional Terms and conditions-

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

2.2 Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER): Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages. When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

2.3 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): CMPDIL

Post Receipt Inspection at consignee site before acceptance of stores: Consignee stores

2.4 Buyer Added text based ATC clauses

The following additional specification parameters of Safety Rubber Canvas boots for miners as per IS: 3976 are given below

- 1. Protective rubber canvas boots for miners of type-2 with protective steel toe cap and its various components shall conform to relevant BIS specification IS: 3976-2018 with latest amendments, and complying to latest DGMS circular (approval) No. 13 dated 04.06.2015.**
- 2. Protective Steel Toe Cap shall be Confirming to IS:3976-2018 with latest revisions. The toe impact in accordance with the requirement specified in IS - 15298(part-3) i.e., the toe impact tested at an energy level of at least 200 joules and against compression when tested at a compression load of at least 15KN.**
- 3. Additional strip of canvas should be provided immediately below the back edge of protective steel toe cap.**

4. The inner lining of the upper shall be made of Polyester Cotton blended drills to meet abrasion in the wet/moist condition and increase the working life.
 5. Minimum nos. of flexes required=1,25,000 cycles for the upper of the shoes as per IS-15298(part-1)2002
 6. Two pairs of detachable insoles of drill (cotton) with rubber sponge and total thickness of 2mm is to be provided in the boots for alternate use in wet condition.
 7. Polyester blended lace having with plastic strips having breaking strength of 60Kgf is to be provided to extend working life in wet / moist condition.
 8. Declaration stating agree to supply of the assorted size of shoes i.e. 5,6,7,8,9,10 & 11, as per amendment issued after issuance of GEM order.
 9. Relevant certificates such as BIS licence, type test Certificates, approval certificates and other certificates as prescribed in the product specification for all the sizes as per BIS(STI) and DGMS Circular no.13.
 10. **Provenness Criteria.**
 - i). The items to be offered shall considered proven provided that the offered make of IS-3976 must have been supplied during the past 5 years from the date of opening of bid against order from CIL/CIL Subsidiaries, other PSU(s)/Govt. Deptt. And Private Organisations and their performance has been found satisfactory.
 - ii). In case, the performance Report of the End-User is not available, the bidder shall submit self-certificate in the following format, along with proof of Payment against the Purchase order(S) / Rate Contract(S)

“The items covered in the Purchase Order(S)/Rate Contract(S) copies enclosed with our offer have been fully executed and have performed satisfactorily as per the provisions of respective Purchase Order(S)/Rate Contract(S) and all the complaints/claim(s) lodged by the purchaser, if any, have been attended to and no complaints / claims are pending”
- Stat-up and MSE are exempted from prior experience criteria and submit proof of establishing the quality assurance and technical capability for the bid items issued from any Statutory Authority as per BID
11. **Consignee: Depot Officer, Central Store, Tadali, Western Coalfields Ltd., Urjagram, Distt. Chandrapur (MS) -442406.**
12. **Inspection Clause.:-.**

Pre-despatch Inspection-The materials shall be inspected by CMPDIL, Ranchi at manufacturer's works before dispatch. The inspection fee as applicable at the time of inspection (presently Inspection charge is @ 1 % on FOR Destination price [basic price + freight + insurance + P & F etc.]) shall be initially paid by you to the inspection agency, which shall be subsequently reimbursed by the paying authority to the you along with payment against documentary evidence i.e. e-money receipt generated online by SBI e-collect. The payment of pre-despatch inspection fee shall be made by you online through State Bank Collect through a hyperlink available on CMPDI website i.e. www.cmpdi.co.in

FINAL INSPECTION shall be arranged by the consignee after receipt of the material at the destination
13. **Delivery Period: The supply shall be completed within 120 days from the date of Purchase order. Early delivery shall be accepted. The delivery period shall be counted from the date of issue of order.**
14. **GARRANTY/ WARRANTY : The bidder shall fully responsible for the manufacturer's warranty in respect of proper design, quality, workmanship of the materials for which these are indented for. Accordingly, firm shall**

furnish Guarantee /Warrantee certificate along with the bill for satisfactory performance of the ordered materials for a period of 12 months from the date of issue to the employees.

15. Performance Bank Guarantee : The ePBG shall be submitted for 10% of the total value valid for 12 months from the acceptance of the material at the consignee destination stores.

16. Documents uploaded with offers as below

- a. Self-attested copies of valid BIS License as per SI: 3976 :2018
- b. Copies of the purchased orders received.
- c. Test reports from the Govt. Test House/ Govt approved laboratory stating the product confirming to IS:3976-as well as IS:15298(Part-1)2002(revised 2011) as per latest DGMS Circular.
- d. All relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the product specification for all the sizes as per BIS(STI) and DGMS Circular no.13.
- e. Document for eligibility criteria proving the bidder is a Micro and small enterprises.

17. Documents to be submitted along with the supply:

- i) Self-attested copies of BIS Licence.
- ii) Self-attested Test reports from the Govt. Test House / Govt. approved laboratory stating the product confirming to IS: 3976 as well as IS: 15298(part-1),2002 (revised 2011) as per latest DGMS circular.
- iii) Pre-despatch Inspection Certificate.
- iv) Any other documents as required as per the Bid / BIS specification.

5. The quantity of shoes as per size given below'

Canvas Boot Size	Quantity
No-5	1150
No-6	6593
No-7	16975
No-8	20222
No-9	10620
No-10	5283
No-11	25

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

Validity unknown

Digitally Signed:
Name: ALOK KUMAR
Date: 16-Oct-2021
11:51:47