

## Contract



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**Contract No:** GEMC-511687760206400

**Generated Date:** 25-Nov-2021

**Bid/RA/PR No:** [GEM/2021/B/1321424](#)

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: GM MM Purchase Designation of Financial Approval: GM 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:	4D3A180000105255
Company Name:	HILLSON FOOTWEAR PRIVATE LIMITED
Contact No.:	09811364346
Email ID:	sachin@hillsonshoes.com
Address:	PLOT NO. 420-421,BAHADURGARH,M.I.E, PART-A,BAHADURGARH, Jhajjar, HARYANA-124507, -
MSME verified:	Yes
MSME Registration number:	HR07B0000291
MSE Social Category:	General
GSTIN:	06AACCH0910R1ZJ , 06AACCH0910R1ZJ

\*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> Hillson Knee Men Poly Vnyl Chloride Industrial Boots Size Assorted Sizes (5, 6, 7, 8, 9, 10 and 11 ) as per buyers requirements <b>Brand :</b> Hillson <b>Brand Type :</b> Registered Brand <b>Catalogue Status :</b> OEM verified catalogue <b>Selling As :</b> OEM	Polyvinyl Chloride ( PVC ) Industrial Boots- as per IS: 12254 (Q3)	torpedo gum boot	6401	20,251	pairs	-	6,379,065
Total Order Value (in INR)								<b>6,379,065</b>

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	Hillson Knee Men Poly Vnyl Chloride Industrial Boots Size Assorted Sizes (5, 6, 7, 8, 9, 10 and 11 ) as per buyers requirements	1	10,126	25-Nov-2021	23-Feb-2022
			2	10,125	23-Feb-2022	24-Apr-2022

**Product Specification for Hillson Knee Men Poly Vnyl Chloride Industrial Boots Size Assorted Sizes (5, 6, 7, 8, 9,**

**10 and 11 ) as per buyers requirements**

Specification	Sub-Spec	Value
Specification	Governing Specification	Conformity to Indian Standard IS 12254 (Latest)
Certificate	ISI Marked	Yes
	CML No. (If ISI Marked)	9811890
Material	Material	PVC
	Relative density of the material (Max)	1.25
	Knitted Fabric lining	With
	Steel Toe Cap Confirming to Type 2 of IS 5852:1992)	With
SIZE	Boot Size	Assorted Sizes (5, 6, 7, 8, 9, 10 and 11 ) as per buyers requirements
OTHER REQUIREMENTS	Compliance to cold flex requirement as per clause 5.13 of IS 12254 Latest	Yes
STYLE AND END USER	End User	Men
	Boot Style	Knee
	Leg Height of Boot (mm)	380
	No. of Eyelets at each face ( in case of Ankle Boot)	0
Colour	Colour	Black
Test Report	Availability of Test Report from NABL/ ILAC accredited or Central Government Lab to prove conformity of products to the specification	Yes
	Name of the Lab	HILLSON FOOTWEAR
	Address of the Lab	BAHADURGARH
	Test Report No	HILLSON/2020-21
	Test Report Date	07.06.2021
	Test reports to be furnished to buyer on demand, if claimed to be available	Yes
ADVANCE SAMPLE	Agree to provide Advance Sample(s) for buyer's approval before commencement of supply	Yes

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

2.2 Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

2.3 The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

2.4 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

2.5 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.

2.6 Buyer Added text based ATC clauses

**In addition to golden parameter, following additional specification parameters of PVC Gum Boots for miners as per IS: 12254 of 1993 are given below.**

- 1. BIS marked PVC Gum Boots with steel toe cap of different sizes confirming to IS : 12254 of 1993 (with latest amendment if any) or IS :15298(Part-2):2011 (with latest amendment if any) complying to latest DGMS Circular (Approval)No. 13 dated 04.06.2015.**
- 2. Material of Construction :- Polyvinyl chloride.**
- 3. Colour Black : - Black.**
- 4. Safety toe cap shall be designed to give protection against impact when tested at an energy level of 200 Joules and compression at a load of at least 15 KN.**
- 5. The manufacturer shall have valid BIS licence as per IS : 12254 of 1993 (with latest amendment if any) or IS :15298 (Part-1) :2011 (with latest amendment if any ) and shall upload self - attested copy of licence with BID.**
- 6. In addition to the above, IS : 15298 (Part-1) : 2011 (Personal Protective Equipment-part-1-Test Methods for footwear ) shall referred, wherever applicable.**
- 7. Testing : Samples of footwear shall be subjected to tests as per the standard or their revised versions specified in DGMS Circular (Approval) No. 13 dated 04.06.2015 at a laboratory/test house prescribed at para 6.8 of the Approval policy,2015 of DGMS or its revised version and pass the tests as per the standards mentioned and methods of testing wherever**

applicable shall be as per IS 15298 (Part 1):2011.

8. The manufacturer shall upload/submit copies of such test reports as mentioned in the aforesaid para of DGMS Circular (Approval) No. 13 dated 04.06.2015.
9. Every lot of the supplied footwear should contain test reports from Govt. test House/Govt approved laboratory as per DGMS Circular (Approval) No. 13 dated 04.06. 2015. Whenever there is any change in standard of testing, the foot wear has to be tested at any Govt. or Govt. approved laboratory/test house and same is supplied with every lot.
10. The footwear shall be marked with Size, Manufacturer's name/brand, Safety boot, designation(s) appropriate to the protection provided in the respective standards (wherever applicable), BIS standard, BIS license number and date of manufacture as per DGMS Circular (Approval) No. 13 dated 04.06.2015.
11. The footwear shall bear marking of BIS license and relevant IS number.
12. Every lot of the footwear supplied shall have following information in English and Hindi:
  - a. This Footwear is suitable use in the Mines.
  - b. This footwear is not a green footwear and not bio-degradable.
  - c. This footwear is recommended / Not recommended in Fire prone /in hot surface area(delete whichever is not applicable).
  - d. Name and Full address of the Manufacturer.
  - e. Details of Customer Service provider
  - f. Instruction for Storage and maintenance.
  - g. Drying procedure of wet boots and cleaning of boots for proper service.
  - h. Obsolescence deadline / period of obsolescence.
13. Each lot of Footwear is to be supplied with a copy of valid BIS License.

14. **PROVENNESS CRITERIA:**

a. Since the item is reserved for procurement from the Micro and Small Enterprises exclusively, only those bidders, who are Micro or Small enterprises registered with Udyog Aadhar or District Industries Centers or khadi and village Industries Commission or khadi and village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or consortia of Micro and Small Enterprises formed by National Small Industries are eligible to participate in this bid.

b. (1) Only those bidders shall be considered proven, who have supplied at least 25% of offered quantity of the tendered item /similar item (confirming to IS12254:1993 or IS 15298:2002 or latest, within a period of not more than seven years before the date of tender opening to Mining Industry and /or to the other industries (Private or Govt./PSU Indigenous or global) against regular (firm) order OR (2) As per NIT Clause No. 35 of Annexure-A. (i.e RELAXATION OF NORMS FOR STARTUPS & MSEs in Public procurement regarding prior experience -Prior turnover criteria).

c. To establish the same, bidder is required to upload submit self attested copies of supply order of the offered items, received from the above mentioned organizations along with an affidavit on a non-judicial stamp paper of Rs. 100 to the following extent:

"It is to certify that the items covered under the supply order (Based on which the provenness has been claimed) are of the tendered /higher

specification. It is also certified that the items covered under the supply order (Based on which the provenness has been claimed) have been fully supplied and no complaints have been received during the guarantee/ warranty period or the complaint received during this period, if any, have been successfully rectified “.

d. Summary statement of the orders executed shall also be uploaded in the following format on the letter head of the bidder:

|SL |PO No. & Date |PO Issuing Authority| Ordered Quantity Supplied| Quantity| Remark, if|

15. **DELIVERY SCHEDULE : 50% within 90 days from the date of order and balance 50% within 150 days from the date of order but after 90 days (i.e after delivery of first lot).**

16. **COMPOSITE GUARANTEE/WARRANTY - The supply shall be covered by the maker's Standard guarantee as follows :**

The supplier shall warrant that the stores supplied under the contract / supply order is-

- a. **New, unused and of current design not likely to be discontinued or become obsolete till the life of the offered item,**
- b. **Is in accordance with the contract specifications.**
- c. **Shall have no defects arising out of design, materials or workmanship.**
- d. **Minimum 9 months working life of the Boots are to be ensured and the supplier will replace the defective boots, when damaged before expiry of 9 months working life**
- e. **In the event of any defects in materials, design and workmanship during the aforesaid period found due to faulty design or poor workmanship, the defective shoes will be replaced by the supplier at site free of cost within 30 days of settlement of warranty claims.**
- f. **The guaranty / composite warranty shall be submitted along with bill. The responsibility to collect the defective rejected material will lie with the supplier and the cost for such collection will have to be borne by the supplier.**

17. **INSPECTION AND TESTS :**

- i. **The purchaser or its authorised representative shall have the right to inspect and/ or to test the goods to confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of any notify the supplier in writing of the identity of any representative retained for these purpose.**
- ii. **The inspections and tests may be conducted on the premises of the supplier or its subcontractors), at point of delivery and/ or at the goods final destination when conducted on the premises of the supplier or its subcontractors(s), all reasonable facilities and assistance, including access to drawings and production date, shall be furnished to the inspectors at no charge to the purchaser.**
- iii. **Should any inspected or tested goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods and make all alternatives necessary to meet specification requirements free of cost to the supplier.**
- iv. **The purchaser's right to inspect, test and where necessary, reject the goods after the Goods arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the purchaser or its representatives prior to the Goods shipment from the country of origin.**
- v. **Material may be subject to inspection by the purchaser before dispatch. The materials may also be subject to stage inspection by a third party nominated by WCL for the purpose. Final**

inspection shall, however, be carried out at the consignee's end

- vi. Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.
- vii. The purchaser shall, at its discretion, have the right to test the ordered material in a Government Test House or in a test house nominated by the purchaser. In case of failure of the material after testing, the cost of tests as well as of the material shall have to be borne by the supplier.
- viii. **Special Terms and Condition :**
  - a. WCL will have the right to take random samples from each consignment received at consignee's place of supply and the same may be tested at any Govt. Test house / Govt. approved test house in addition to Third Party Pre-despatch inspection by CMPDIL.
  - b. WCL may arrange to visit of a committee to your factory to observe the manufacturing procedure, testing facilities, quality control etc. before placement of order.

**18. Pre-despatch Inspection- Pre-dispatchstage inspection of each consignment shall be carried out by Thirdparty, M/sCMPDIL, as per the terms and conditions Indicated here under:**

Thepre-dispatch Inspection will be carried out by M/s.CMPDIL,at the works ofthe manufacturer before dispatch of the items. The inspection fee @ 1% on FOR destination price plus GST as applicable shall be paid by the supplier along with inspection call to inspecting authority GM(E&M) I/C, Central Mine Planning & Design Institute Ltd,(CMPDIL), Gondwana palace, Kanke Road, Ranchi-834008, FAX-0651-231851/231447 ph no. 0651-230876/422245. GST on Pre dispatch inspection charges shall not be claimed by firm vis-à-vis will not be reimbursed by WCL. Minimum 10 days advance notice shall be given to inspecting agency/CMPDIL.

Stage Pre-dispatch Inspection shall be carried out by M/s CMPDILasper their methodology. The third-Party inspection shall include examination of raw material, test certificate verification, continuous monitoring of quality assurance by manufacturer which will include regular and surprise isits. In brief, the scope and condition of Inspection by Third party will be as follows:

- a. Checking and approval of test procedures/quality assurance plans.
- b. Verification of records and documents of your works.
- c. Verification of documents and test certificate of bought out items and cross checks.
- d. You shall provide facilities for carrying out all necessary tests as required in the specification at your works; else these will be carried out at an independent test house at your cost.
- e. Final testing and checking of materials as per specifications.
- f. Third party will have full and free access to the premises of manufacturer during the process of manufacturing and during inspection activities.
- g. 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](http://www.cmpdi.co.in). Minimum 10 days advance notice shall be given by you to the inspecting agency to carry out pre dispatch inspection. Necessary tools and tackles etc to carry out pre dispatch inspection shall be provided

by you. In case of any defect in the material supplied is noticed later, pre dispatch inspection shall not entitle you to plead that inspection has been done by CMPDIL before dispatch and shall not absolve you from the contractual obligation. GST on inspection charge shall be paid by you extra @ 18% however since you are eligible for ITC on GST charged by the inspecting authority for pre-despatch inspection charges, GST on pre-despatch inspection charges shall not be claimed by you vis-a vis will not be reimbursed by WCL.

- h. Minimum 7 calendar days' notice shall be given by the manufacturer to third party, inspecting agency for arranging Inspection within valid delivery period as per contract.**
- i. The ultimate responsibility for supply of correct materials as per requirement of relevant specification lies solely with the manufacturer in spite of clearance/acceptance by third party, inspecting agency. The manufacturer will be required to replace the material free of cost if found defective/ unserviceable /not according to relevant specifications.**
- j. The charges for third party inspection and the cost of materials that would be required for destructive tests, if any, shall be reimbursed by WCL together with the consignment billing. Such cost shall be reimbursed only if it is duly certified by third party Inspecting agency.**

**19. Final inspection & Acceptance test: shall be arranged by the consignee after receipt of material at destination / stores**

**20. Documents to be uploaded along with the Offer: Scanned copies of the following documents are to be uploaded along with the offer by the bidder.**

- a. self-attested copies of valid BIS License.**
- b. Copies of the Purchase Orders received as required in the Provenness Criteria as required in clause 3.7.2**
- c. An affidavit on a non-judicial stamp paper of Rs. 100 value as required as per Provenness criteria.**
- d. Document for Eligibility Criteria providing the bidder is a Micro and small Enterprises.**
- e. Test reports from the Govt. Test House / Govt. approved laboratory as per DGMS Circular (Approval) No. 13 dated 04.06. 2015.**
- f. Other documents as required in the BID.**

**21. Documents to be submitted along with each lot of supplies:**

- 1. This Footwear is suitable use in the Mines.**
- 2. This footwear is not a green footwear and not bio-degradable.**
- 3. This footwear is recommended / Not recommended in Fire prone /in hot surface area(delete whichever is not applicable)**
- 4. Name and Full address of the Manufacturer.**
- 5. Details of Customer Service provider**
- 6. Drying procedure of wet boots and cleaning of boots for proper service.**
- 7. Obsolescence deadline / period of obsolescence.**
- 8. Self attested copies of valid BIS License.**
- 9. Every lot of the supplied footwear should contain test reports from Govt. test House/Govt approved laboratory as per DGMS Circular (Approval) No. 13 dated 04.06.2015c).**
- 10. Pre-despatch Inspection Certificate.**
- 11. Any other document as required as per the BID/ BIS specification.**

**22. The quantity of shoes as per size given below'**

<b>Gum Boot Size</b>	<b>Quantity</b>
<b>No-5</b>	<b>470</b>
<b>No-6</b>	<b>1777</b>
<b>No-7</b>	<b>5595</b>
<b>No-8</b>	<b>6295</b>
<b>No-9</b>	<b>4410</b>
<b>No-10</b>	<b>1694</b>
<b>No-11</b>	<b>10</b>

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