

## Contract



**Contract No:** GEMC-511687791465131  
**Generated Date:** 30-Nov-2021  
**Bid/RA/PR No:** [GEM/2021/B/1321299](#)

11100832421216 DT.30-Nov-2021

<b>Organisation Details</b> Type: Central PSU Ministry: Ministry of Coal Department: Materials Management Organisation Name: Western Coalfields Ltd Office Zone: Western Coalfields Limited / Nagpur	<b>Buyer Details</b> 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
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<b>Financial Approval Detail</b> IFD Concurrence: No Designation of Administrative Approval: GM MM purchase Designation of Financial Approval: GM Finance	<b>Paying Authority Details</b> 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
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<b>Seller Details</b> GeM Seller ID: 9A80180000447013 Company Name: ALKO PLUS TECHNOSAFE PRIVATE LIMITED Contact No.: 09811096021 Email ID: alkoplus1000@gmail.com Address: 53,KAMDHENU APARTMENTS,SECTOR-9,ROHINI, DELHI, DELHI-110085, - MSME verified: Yes MSME Registration number: HR07B0000218 GSTIN: 06AAKCA1281A1Z7 , 06AAKCA1281A1Z7 , 06AAKCA1281A1Z7	
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\*GST / Tax invoice to be raised in the name of - Consignee

#	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> Alkoplus White Industrial Safety Helmet (PNG), Guarantee ( in Months ) 12 months <b>Brand :</b> Alkoplus <b>Brand Type :</b> Registered Brand <b>Catalogue Status :</b> OEM verified catalogue <b>Selling As :</b> OEM	Industrial Safety Helmet (Png)-IS 2925 (Q3)	APS 131	65061010	13,565	pieces	-	1,600,670
Total Order Value (in INR)								<b>1,600,670</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	Alkoplus White Industrial Safety Helmet (PNG), Guarantee ( in Months ) 12 months	1	6,783	30-Nov-2021	29-Jan-2022
			2	6,782	29-Jan-2022	30-Mar-2022

Product Specification for Alkoplus White Industrial Safety Helmet (PNG), Guarantee ( in Months ) 12 months		
Specification	Sub-Spec	Value
ITEM	Industrial Safety Helmet (PNG)	Industrial Safety Helmet (PNG)

SPECIFICATION	Conformity to specification	IS 2925:latest,EN 397 certified,CE/ANSI and DGMS
	ISI Marked	Yes
MATERIAL	Material of shell	HDPE
	Quality of Shell	High quality,high impact,heat & chemical resistant,light weight,Tough
	Chin strap Material	High quality Nylon fiber
	Continuous loop Crown Straps Material	eight - point connecting head attachment with synthetic harness and a deep ergonomic nape strap design for improved comfort & protection.
DESIGN	Industrial Safety Helmet (PNG) Design	The shell of Industrial Safety Helmet should be provided with ventilation holes on the helmet as per the requirement of EN 397. At the same time it should not allow water to ingress inside helmet.,The Inner headband should be made from high quality light weight LDPE and synthetic webbing for better comfort and fit.,The shell of Industrial Safety Helmet should be designed in such a manner that, it deflects any liquid that falls from the top.,The Brim of the Industrial Safety Helmet shall be designed to prevent falling water straight downward in case of rain and give protection to face.,The Shell of Industrial Safety Helmet to have lateral slots above the ears for easy integration and quick detachability for ear muff, face shield.,The Shell of Industrial Safety Helmet to have suitable locks to prevent unwarranted ` detachment of headband from the shell.,The headband of Industrial Safety Helmet should be in the range of 540 mm to 590 mm with a tolerance of $\pm 10$ mm .Industrial Safety Helmet should be provided with appropriate sweatband to absorb and dry sweat from the forehead.,Ventilated sweat band made of good quality sponge with perforated backing (for sweat evaporation and comfort) shall fit on the forehead and temple comfortably.,The sweat band shall have a quilted design which minimizes the surface of contact with the fore head.,The headband of Industrial Safety Helmet should have at least 4 anchor points with shell for better comfort and fit and ensure equal load distribution and minimum impact on the wearer.,The headband of Industrial Safety Helmet shall have suitable arrangement for easy mounting inside the slots provided in the shell and to fit crown straps.,The headband of Industrial Safety Helmet should be ratchet type with spring loaded locking facility / direct locking facility.,Crown Straps shall maintain sufficient vertical clearance between the top of wearer's head and the inside of the shell for enabling the helmet to be adjusted for comfortable wearing heights.,The chin strap shall be adjustable in length through non-metallic buckle arrangement.,Option for without holes should be allowed . It requires to conduct test for Electrical insulation as per ANSI,The shell of Industrial Safety Helmet should be provided without ventilation holes on the helmet as per ANSI to conduct electrical and water resistance test. Eight - point connecting head attachment with synthetic harness and a deep ergonomic nape strap design for improved comfort & protection.
COLOUR	Colour of Helmet	White
MARKING	Markings	as per buyer requirement
ADVANCE SAMPLE	Agree to Provide Advance Sample to Buyer's before Commencement of bulk supply(Hint: Applicable in case of orders placed against bid and not applicable in case of Direct Buying)	YES
CERTIFICATE/APPROVAL	Possession of Certificate/Approval of Industrial Safety Helmet (PNG)	Valid BIS License,Valid EN Approval,CE/ANSI and DGMS & CLI/NABL Test report
OTHER REQUIREMENT	Other Requirement	One piece of extra chin strap shall be supplied along with the Industrial Safety Helmet
GUARANTEE	Guarantee ( in Months )	12 months
TEST REPORT	Availability of Test Report from Central Govt/NABL/ILAC accredited lab to prove conformity to specification	Yes
	Test Report No	1615
	Test Report Date	19.01.2016
	Name of the Lab	CENTRAL INSTITUTE
	Address of the Lab	LUCKNOW
	Test Report to be furnished to the buyer on demand	No

**Buyer Defined Additional Specification for Alkoplus White Industrial Safety Helmet (PNG), Guarantee ( in Months )**

**12 months**

Specification	Value
Conformity to specification	IS; 2925-1984, with latest amendments and confirming to latest DGMS Circular no. 3 dated 14.08.2014.

**Corrigendum**

1. **Extended Upto** : 2021-07-23 09:00:00

**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. 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 To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid): Self attested copies of valid BIS licence as per IS 2925 : 1984. Valid test reports from the GOVT. Test House / Govt. approved Laboratory stating the product confirming to IS : 2925 -1984 and DGMS circular no. 3 dt 14.08.2014. Declaration certificate stating that the supplied helmets are suitable for the use of Mines..**

**2.5 Buyer Added text based ATC clauses**

The following specification of safety helmet IS-2925 is required:

1. Confirming to latest DGMS circular no 3 dated 14.08.2014.
2. The size 540mm to 600mm (Circumference inside the hand bend).
3. The helmet shall bear marking of BIS license with relevant IS number along with a declaration stating that it is "suitable for the use in mines "
4. Fluorescent strip should be provided on side as well as back for visibility of the helmet during darkness.
5. The mass of a complete helmet without attachments may not exceed 400 gm.
6. The helmet is tested at any Govt. or approved laboratory.

**GUARRANTY/ WARRANTY:** Bidder shall be fully responsible for the manufacturer's warranty in respect of proper design, quality, workmanship of the miner's safety helmet for a period of 18 months from the date of usage. In case the items supplied are found to be defective, in-genuine and not as per our specification all such items shall be have to be replaced free of cost immediately.

**INSPECTION CLAUSE:** Final Inspection of the consignment shall be carried out at the destination stores, which will be arranged by the consignee on receipt of stores.

**PROVENNES CRITERIA:**

The item to be offered by the tenderer shall be considered to be proven provided offered make of ISI Helmet confirming to IS 2925:1984 with latest amendment have been supplied during the last 5 years from the date of tender opening against order of CIL and its subsidiaries, other PSUs, Government Department and private organizations and their performance has been found satisfactory.

Startups and MSEs are exempted from prior experience criteria (as per cl a. and should submit proof of establishing the quality assurance and technical capability for tendered item issued by the statutory authority as per BID.

Certificates to be submitted along with the bid :

Self attested copies of valid BIS licence as per IS 2925 : 1984.

Valid test reports from the GOVT. Test House / Govt. approved Laboratory stating the product confirming to IS : 2925 -1984 and DGMS circular no. 3 dt 14.08.2014.

Declaration certificate stating that the supplied helmets are suitable for the use of Mines.

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