

Contract



11100832421293 DT.10-Mar-2022

Contract No: GEMC-511687762521217

Generated Date: 10-Mar-2022

Bid/RA/PR No: [GEM/2021/B/1549134](#)

Organisation Details Type: Central PSU Ministry: Ministry of Coal Department: Materials Management Organisation Name: Western Coalfields Ltd Office Zone: Western Coalfields Limited / Nagpur	Buyer Details 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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Financial Approval Detail IFD Concurrence: No Designation of Administrative Approval: GM MM P Designation of Financial Approval: GM Finance	Paying Authority Details 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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Seller Details	
GeM Seller ID: INKR210003533116 Company Name: P KUMAR & CO Contact No.: 09434011795 Email ID: anilbagaria64@yahoo.com Address: 92,OLD COLD STORAGE BUILDING,N S B ROAD,POST SEARSOLE RAJABRI, RANIGANJ, WEST BENGAL-713358, - MSME verified: Yes MSME Registration number: UDYAM-WB-23-0004989 MSE Social Category: General MSE Gender: Male GSTIN: 19AADFP4167E1Z7 , 19AADFP4167E1Z7	

*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 : FIRE RESISTANT BRATTICE CLOTH Brand : PKC Brand Type : Registered Brand Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM Category Name & Quadrant : FIRE RESISTANT BRATTICE CLOTH (Q3) 2021 HSN not specified by seller	4,500	meter	388.64	NA	1,748,880
Total Order Value (in INR)						1,748,880

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	FIRE RESISTANT BRATTICE CLOTH	-	4,500	10-Mar-2022	16-May-2022

Product Specification for FIRE RESISTANT BRATTICE CLOTH		
Specification	Sub-Spec	Value
Custom Specification	Custom Specification	Yes

Seller Specification Document:

1. [SpecificationDocument1](#)

mkp.gem.gov.in/catalog_data/catalog_support_document/87/20/854/CatalogAttrs/SpecificationDocument/2021/10/12/2021_10_12_12_34_46_catlogue_2021-10-12-12-34-58_4bdd5c3c189a0a27175a5f8ec940ecad.pdf

Buyer Specification Document:

1. [SpecificationDocument](#)

mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/100431/54/78/703/CatalogAttrs/SpecificationDocument/2021/9/24/techspecsbratticecloth_2021-09-24-16-21-21_5527d3a7c1e9708afe196019dc3724b2.pdf

Corrigendum

1. **Extended Upto** : 2021-10-28 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 Buyer Added text based ATC clauses

TECHNICAL SPECIFICATION OF BRATTICE CLOTH

- 1. Each treated fabric should not have any undesirable odour and should be non-irritant to skin. The treated fabric should have reasonable durability, under all condition of usage as per IS : 4355 - 1977 re-affirm 2006 re-affirmed 2006 with latest amendments / revisions if any and shall comply to DGMS circular no.09 dt 14.04.2015.**
- 2. The Stitching materials undergo the same chemical treatment as brattice cloth itself ensure fire resistance qualities as required by DGMS.**
- 3. Each roll/bundle of materials shall be indelibly marked with the following information :**
 - a. Manufacturer's name and trade mark/brand name.**
 - b. Batch No. / Month and year of manufacture.**
 - c. Length and width of materials.**
 - d. Specific weight of treated fabric per square meter.**
 - e. DGMS approval mark with approval number.**
 - f. BIS certification in mark.**
- 4. i) All supplies shall accompany undertaking regarding compliance of the DGMS guidelines and specifications and test as mentioned in circular no.09 dated 14.04.2015**
ii) Bidder to submit notarized copy of latest certificates for test (not older than three years) conducted as per IS: 4355-1977 of the tendered items from any approved NABL accredited Govt laboratory regarding its Fire resistant air permeability and electrical resistance properties.
- 1. . Proveness Criteria:**
 - a. i). The items to be offered shall considered proven provided that the offered make of IS-4355-1977 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.**
 - b. 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”
 - c. Start up and MSE's are exempted from prior experience and should submit proof of establishing the quality and technical capability for tendered item issued by any statutory authority in line with relaxation of norms for start up and MSE's in public procurement regarding prior experience prior turn over criteria as per BID.**
- 2. Documents to be uploaded with the offer:**

In addition to documents to be supplied along with the bid, following

documents to be also submitted along with the bid

- a. Self-attested copy of purchase order as per clause 1a of proveness criteria.**
 - ii. Document for Eligibility Criteria providing the bidder is a Micro and small Enterprises**
- 3. Documents to be supplied along with the supplies**
 - a. Self-attested copy of valid BIS licence valid as on the date of supply.**
 - b. Undertaking regarding compliance of the DGMS guidelines and specifications as mentioned in circular no 09 dated 10.04.2015**
 - c. Bidder to submit self-attested copy of latest certificate for tests (not older than three years) conducted as per IS-4355-1977 of the tendered items from any NABL accredited Govt. Laboratory regarding its Fire resistant air permeability and electrical resistance properties.**

Guarantee / 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 /Warranty certificate along with the bill for satisfactory performance of the ordered materials for a period of 12 months from the date of usage.

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