

## Contract



**Contract No:** GEMC-511687704049785

**Generated Date:** 04-Oct-2021

**Bid/RA/PR No:** [GEM/2021/B/1356064](#)

<b>Organisation Details</b> Type: Central PSU Ministry: Ministry of Coal Department: Materials Management Organisation Name: Bharat Coking Coal Limited Office Zone: Bccl Dhanbad	<b>Buyer Details</b> Designation: Assistant Manager8 Contact No.: 94705-95239- Email ID: buyer8.bccl.dhn@gembuyer.in GSTIN: - Address: MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, India
--	--

<b>Financial Approval Detail</b> IFD Concurrence: Yes Designation of Administrative Approval: GM(MM) Designation of Financial Approval: GM(MM)	<b>Paying Authority Details</b> Payment Mode: Offline Designation: HOD Purchase Finance Email ID: pao5.bccl.jh@gembuyer.in GSTIN: N Address: MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, India
---	--

<b>Seller Details</b> 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	Model	HSN Code	Ordered Quantity	Unit	Lead Time(Days)	Price (Inclusive of all Duties and Taxes in INR)
1	<b>Product Name :</b> Hillson Safety Footwear - BIS Specification Personal Protective Equipment - Safety Footwear as per BIS specification No IS 15298 ( Part 2 ): 2016, Latest <b>Brand :</b> Hillson <b>Brand Type :</b> Registered Brand <b>Catalogue Status :</b> OEM verified catalogue <b>Selling As :</b> OEM	Safety Footwear - Bis Specification- IS:15298 Part 2	TORPEDO GUM BOOT	6401	8,985	pairs	-	2,695,500
Total Order Value (in INR)								<b>2,695,500</b>

Consignee Detail						
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: - Email ID: con1.bccl.jh@gembuyer.in Contact: 62876-95727- GSTIN: 20AAACB7934MFZB Address: Depot Officer, Central Store, Ekra, BCCL, Post Office- BANSJORA, Dhanbad, Jharkhand-828101., DHANBAD, JHARKHAND-828101, India	Hillson Safety Footwear - BIS Specification Personal Protective Equipment - Safety Footwear as per BIS specification No IS 15298 ( Part 2 ): 2016, Latest	-	8,985	04-Oct-2021	02-Jan-2022

**Product Specification for Hillson Safety Footwear - BIS Specification Personal Protective Equipment - Safety**

**Footwear as per BIS specification No IS 15298 ( Part 2 ): 2016, Latest**

Specification	Sub-Spec	Value
SPECIFICATION	Technical Specification of the Product	Personal Protective Equipment - Safety Footwear as per BIS specification No IS 15298 ( Part 2 ): 2016, Latest
	Specification has been seen and Understood	Yes
CERTIFICATION	BIS Certification	Yes
	CM/ L No if BIS marked	9954209
UTILITY	Utility	Men
CLASSIFICATION	Classification	Class II ( All-rubber (i.e. entirely vulcanized) or all-polymeric (i.e. entirely moulded) footwear )
DESIGN	Design	D ( Knee-height boot )
PATTERN	Pattern	NA
SIZE	Size	Assorted sizes (5, 6, 7, 8, 9, 10, 11, 12 and 13) as per buyer's requirements
MASS	Mass of one pair of Footwear ( gram )	as per bis
Material	Upper for Class 1 Footwear	Not applicable
	Surface Finish of Upper Leather for Class 1 Footwear	Not applicable
	Material for Class II Footwear	All Poly Vinyl Chloride
	Any other Polymeric Material for Class II Footwear	PVC
	Vamp Lining	Without ( Classification II Footwear )
	Vamp Lining Material	Not Applicable
	Quarter Lining	No
	Quarter Lining Material	Not Applicable
	Toe Cap	( Steel ) Metallic
COLOUR	Colour	Black
	Any other Colour as per buyer's requirements	no
OTHER REQUIREMENTS	Insole	No
	Insocks	No Insocks
	Tongue ( For Designation I Footwear )	Not Applicable for Designation II Footwear
	Collar	Without
LACING/ CLOSING OF SHOES	Closing ( Tying )	Laces
	Lacing of Shoes	Not applicable for Boots without Laces
	Eyelets ( Pairs )	Not applicable for Boots without Laces/ Eyelets
	Material of Eyelets	Powder Coated "D" type steel ring eyelets, riveted
	Laces	Not applicable for Boots without Laces
	Cross Section Shape of Laces	Not applicable for Boots without Laces
	Breaking Load of Laces ( min )	Not applicable for Boots without Laces
	Length of Laces	Not applicable for Boots without Laces
SOLE	Sole Description/ Material	Direct Moulded Polyvinyl Chloride
	If Any Other Material of Sole	no
	Sole Design	Cleated
	Construction	Direct Injection Process (DIP)
SLIP RESISTANT	Slip Resistant	As per clause 5.3.5.2 of IS 15298 ( Part 2 )- Slip resistance on ceramic tile floor with sodium lauryl sulphate (NaLS) solution
ADDITIONAL REQUIREMENTS FOR SPECIAL APPLICATIONS- WHOLE FOOTWEAR	Additional Requirements for Special Applications- Whole Footwear	Heat Insulation of Sole Complex
ADDITIONAL REQUIREMENTS FOR SPECIAL APPLICATIONS ( UPPER )	Water penetration and absorption	No
ADDITIONAL REQUIREMENTS FOR SPECIAL APPLICATIONS ( OUTSOLE )	Additional Requirements for Special Applications- Outsole	Resistance to hot contact, Resistance to fuel oil

LOGO AND MARKING	Logo/ Totem/ Emblem Marking	No
	Size, design, Type and Location of Logo as per buyer's requirement	na
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
	Name of the Lab	HILLSON
	Address of the Lab	BAHADURGARH HARYANA
	Test Report No	HILLSON/9/2021
	Test Report Date	7.5.2021
	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. Additional Terms and conditions-

**2.1 Procurement under this bid is reserved for purchase from Micro and Small Enterprises whose credentials are validated online through Udyog**

Aadhaar for that product category. If the bidder wants to avail the reservation benefit, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service.

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

2.3 Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

2.4 Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

2.5 Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 15 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

2.6 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.

2.7 Upload Manufacturer authorization: Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

2.8 Buyer Added text based ATC clauses

#### TECHNICAL SPECIFICATION OF PVC GUMBOOTS-

1. The PVC GUMBOOT shall conform to DGMS Circular (Approval) No- 13 dated 04.06.2015 or revised guidelines by DGMS.

2. The PVC GUMBOOT shall conform to relevant Indian standard IS: 15298 (Part-2): 2016 with latest amendments.

3. a. Material of construction - Polyvinyl Chloride

b. Colour - Black

c. Shape - Knee type

d. Type - fabric type

e. Steel Toe Cap conforming to type- 2 of IS : 5852 - 2004.

4. Each gumboot is marked with manufacturer name/brand, date of manufacture, Safety or protective boot, BIS Standard, BIS License number with relevant IS number to be made inside of tongue or at the top outer face of the boot so that least damage during mining operation occurs.

5. The bidder shall submit duly notarized & self-authenticated copy of Valid BIS License and test report from Govt./Govt. Approved Test house conforming to IS:15298 (Part-2): 2016 or latest amendment along with bid and with each lot of supply.

6. During the normal supplies from vendor, random joint sampling and their testing would be carried out at Government test house/Govt. Approved laboratory. The cost of such testing will be borne by the supplier. In case the supplies are found not conforming to IS:15298 (Part-2): 2016 and DGMS Circular (Approval) No- 13 dated 04.06.2015 or revised, the respective lot will be rejected and the BCCL Management may cancel any further supply.

**PROVENNESS CRITERIA** - The PVC Gumboot shall be considered proven provided the tendered/similar item(s) of same/similar/higher specifications/ratings/versions, etc. Have been supplied during the last 5 years from the date of tender opening against orders of CIL and its subsidiaries, other PSUs, Government Departments and Private Organizations and their performance has been found satisfactory.

However as per Circular No.1 (2) (1)/2016-MA dated 10th March 2016 issued by Ministry of Micro, Small and Medium Enterprises, Government of India, prior experience and turnover criteria may be relaxed for MSEs

#### 1. DESCRIPTION & QUANTITY:-

SI No	Material Code	Description of Articles of various sizes indicated as below	Quantity required in PAIRS
1	93070650035	GUM BOOT- SIZE NO. 5	476
2	93070650047	GUM BOOT - SIZE NO.6	1503
3	93070650059	GUM BOOT - SIZE NO.7	2923
4	93070650062	GUM BOOT - SIZE NO.8	2710
5	93070650074	GUM BOOT - SIZE NO.9	970
		GUM BOOT - SIZE	403

6	93070650082	NO.10	
Total Quantity required in Pairs for various sizes of Gum boot			8985

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