

## Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687760188585

Generated Date | अनुबंध तिथि: 30-Sep-2023

Bid/RA/PBP No. | बोली/आरए/पीबीपी संख्या: [GEM/2023/B/3682566](#)

Organisation Details   संगठन विवरण	Buyer Details   खरीदार विवरण
Type   प्ररूप: Central PSU Ministry   मंत्रालय: Ministry of Coal Department   विभाग: Materials Management Organisation Name   संगठन का नाम: Bharat Coking Coal Limited Office Zone   कार्यालय क्षेत्र: Bccl Dhanbad	Designation   पद: Assistant Manager8 Contact No.   संपर्क नंबर: 62872-42898- Email ID   ईमेल आईडी: buyer8.bccldhn@gembuyer.in GSTIN   जीएसटीआईएन: 20AAACB7934MFZB Address   पता: MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, India

Financial Approval Detail   वित्तीय स्वीकृति विवरण	Paying Authority Details   भुगतान प्राधिकरण विवरण
IFD Concurrence   आईएफडी सहमति: No Designation of Administrative Approval   प्रशासनिक अनुमोदन का पदनाम: DT(P&P) Designation of Financial Approval   वित्तीय अनुमोदन का पदनाम: GM(MM)I/C	Role: PAO Payment Mode   भुगतान का तरीका: Offline Designation   पद: Senior Manager Email ID   ईमेल आईडी: pay8.bccldhn@gembuyer.in GSTIN   जीएसटीआईएन: 20AAACB7934MFZB Address   पता: MM Department, level 3, Commercial Building, Koyla Bhawan, Koyla Nagar, DHANBAD, JHARKHAND-826005, India

Seller Details   विक्रेता विवरण	
GeM Seller ID   जेम विक्रेता आईडी: 52CE180000098652 Company Name   कंपनी का नाम: HINDUSTHAN TRADE AGENCY Contact No.   संपर्क नंबर: 09433026647 Email ID   ईमेल आईडी: nirajm72@hotmail.com Address   पता: 108, RAJA RAM MOHAN SARANI, AMHERST STREET, Kolkata, WEST BENGAL-700009, - MSME verified   एमएसएमई सत्यापित: No MSME Registration number   एमएसएमई पंजीकरण संख्या: UDYAM-WB-10-0010641 MSE Social Category   एमएसएमई सामाजिक श्रेणी: General MSE Gender   एमएसएमई लिंग श्रेणी: Male GSTIN   जीएसटीआईएन: 19AABFH6152P1ZX	

\*GST / Tax invoice to be raised in the name of | जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा - Consignee

Delivery Instructions | वितरण निर्देश: NA

Product Details   उत्पाद विवरण						
#	Item Description   आइटम विवरण	Ordered Quantity   आइटम विवरण	Unit   इकाई	Unit Price (INR)   इकाई मूल्य (INR)	Tax Bifurcation (INR)   कर विभाजन (INR)	Price (Inclusive of all Duties and Taxes in INR)   मूल्य (INR में सभी शुल्क और कर सहित)
1	Product Name   उत्पाद का नाम: MINESOFT Safety Rubber Canvas Boots for Miners 38 (Men) Fitting 8 (Men) Brand   ब्रांड: MINESOFT Brand Type   ब्रांड प्रकार: Registered Brand Catalogue Status   कैटलॉग की स्थिति: OEM verified catalogue Selling As   कैसे बेचा जा रहा है: OEM Category Name & Quadrant   श्रेणी का नाम और चतुर्थांश: Safety Rubber Canvas Boots for Miners as per IS 3976 (Q3) Model   मॉडल: MINESOFT HSN Code   एचएसएन कोड: HSN not specified by seller	27,155	pairs	456.66	GST   जीएसटी (12%): 1,328,635.961 GST Cess 1   जीएसटी उपकर 1 (0%): 0 GST Cess 2   जीएसटी उपकर 2 (0 per accounting unit): 0 Input Tax Credit (ITC) on GST   जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी)   (100%): 1,328,635.961 ITC on GST Cess 1   जीएसटी उपकर पर आईटीसी 1 (0%): 0 ITC on GST Cess 2   जीएसटी उपकर पर आईटीसी 2 (0%): 0	12,400,602.3
Total Order Value   कुल ऑर्डर मूल्य (in INR)						12,400,602.3

Consignee Detail   परेषिती विवरण						
S.No   क्र.सं.	Consignee   परेषिती	Item   वस्तु	Lot No.   लॉट नंबर	Quantity   मात्रा	Delivery Start After   दिनांक के बाद डिलीवरी शुरू करना है	Delivery To Be Completed By   वितरण पूरा कब तक करना है

1	Designation   पद :- Email ID   ईमेल आईडी : con1.bccl.jh@gembuyer.in Contact   संपर्क : 62876-95727- GSTIN   जीएसटीआईएन : 20AAACB7934MFZB Address   पता : Depot Officer, Central Store, Ekra, BCCL, Post Office- BANSJORA, Dhanbad, Jharkhand-828101., DHANBAD, JHARKHAND-828101, India	MINESOFT Safety Rubber Canvas Boots for Miners 38 (Men) Fitting 8 (Men)	-	27,155	30-Sep-2023	29-Dec-2023
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**Product Specification for MINESOFT Safety Rubber Canvas Boots for Miners 38 (Men) Fitting 8 (Men)**

Specification   विनिर्देश	Sub-Spec   उप-विनिर्देश	Value   मूल्य
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 8 (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 mm3 ( 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, Not Applicable
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	08331,03229,11145
	Test Report Date	15.04 TO 16.12.19
	Name of the Lab	FDDI & ATHARVA
	Address of the Lab	NOIDA
	Test reports to be furnished to buyer on demand, if claimed to be available	Yes

**Seller Specification Document | विक्रेता विशिष्टता दस्तावेज़:**

1. <a href="#">Applicable Specification Document</a>	mkp.gem.gov.in/uploaded_documents/cms/tp/home_defe_pers_sa55166021_sa04400215/51/16/877/Cate gorySchema/qr_spnc_document/2020/5/22/dgms-circular-no-13_2020-05-22-12-43- 40_2bc5bf4e09aa7eee621479 06d03b70e8.pdf
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**ePBG Detail | ईपीबीजी विवरण**

Advisory Bank   सलाहकार बैंक :	State Bank of India
ePBG Percentage(%)   ईपीबीजी प्रतिशत (%) :	10.00

The bidder shall furnish ePBG as applicable as per bid's terms and conditions | बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा

## General Clauses w.r.t RCM/FCM | आरसीएम/एफसीएम के संबंध में सामान्य खंड

1. Where ever RCM is applicable, for sellers (Regular GST registered seller who opted out of FCM as per notifications of GST like GTA , unregistered seller), Buyer have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this contract. Seller will invoice buyer with Zero GST and GST cess.
2. For Registered sellers as per FCM, rates will be inclusive of prescribed rate of GST and GST cess. ITC available to buyer as shown in the bid document have been applied while evaluating the bids. Seller has liability of paying the GST and GST cess to the govt and same will be charged from buyer while invoice.
3. For Registered sellers who opted for RCM while quoting for specified category under section 9(3) like GTA rates will be exclusive of GST and GST cess. GST and GST cess as indicated by the buyer in the bid document payment of GST and GST Cess will be the liability of buyer.
4. For Unregistered sellers Liability of payment of GST and GST cess is in Buyers scope. GST and GST cess as indicated by the buyer in the bid document will be the liability of buyer . Unregistered seller will invoice buyer with zero GST and Zero GST cess.
5. For sellers under Composition Scheme: There is no liability of payment of GST and GST cess in Buyers cope. Seller will invoice Zero GST and GST cess in the invoice to buyer.

## Terms and Conditions | नियम और शर्तें

### 1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 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) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

### 2. Buyer Added Bid Specific Terms and Conditions-

#### 2.1 Scope of Supply:

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

#### 2.2 Purchase Preference (Centre):

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, 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. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

#### 2.3 Certificates:

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 Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

#### 2.5 Generic

Manufacturer Authorization:Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

#### 2.6 Generic

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

#### 2.7 Past Project Experience:

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

#### 2.8 Forms of EMD and PBG:

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

BHARAT COKING COAL LIMITED

payable at

DHANBAD

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Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

#### 2.9 Forms of EMD and PBG:

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

BHARAT COKING COAL LIMITED

Account No.

10976596836

IFSC Code

SBIN0000066

Bank Name

STATE BANK OF INDIA

Branch address

BANK MORE , DHANBAD

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

2.10 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

Details of requirement are as under ,

Sl.	Description of Item	Quantity (pairs)
1	BOOTS;NO5,FLLY MOLDD RBR CN VS,IS:3976	1,948
2	SHOES;BOOTS,MI NNG,NO6,RBR CNVS,IS 3976	5,857
3	SHOES;BOOTS,MINNG,NO7,RBR CNVS,IS 3976	10,045
4	SHOES;BOOTS,MINNG,NO8,RBR CNVS,IS 3976	6,276
5	BOOTS;NO9,FLLY MOLDD RBR CN VS,IS:3976	2,089
6	BOOTS;NO10,FLLY MOLDD RBR CNVS,IS:3976	940
Total qty required in pairs		27,155

## B. Technical Specification:

1. The boots/shoes shall conform to DGMS Circular(Approval)No-13 dated 04/06/2015 or revised guideline by DGMS.

2. Safety rubber canvas boots for miners shall be fully moulded,Type-2 with safety steel toe cap and its various components shall conform to relevant IS:3976:2018, with latest amendment/revision

3. Additional strip of canvas shall be provided immediately below the back edge of protective steel toe cap.

4. Polyester blended lace with plastic tip having min breaking strength of 60 kgf to be provided to extend working life in wet/moist condition

5. The color of safety rubber canvas boots for miners shall be Khaki.

6. The size & shape of the boots shall conform to specified BIS amended up to date if any. Every lot of goods to be supplied must contain declaration by the manufacturer stating that it is "Suitable for use in Coal Mines"

7. Each boot shall be marked with manufacturer name/brand, date of manufacture, Safety 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.

8. All supplies of Canvas Boots shall be packed in gunny/plastic bags ensuring that materials are not damaged in transit. Safe delivery of the material upto destination shall entirely be bidders' responsibility.

9. Bidder shall submit duly notarized and self-authenticated copy of valid BIS License and Test Report from Govt./Govt. approved Test House confirming to IS:3976/2018 as well as IS: 15298(part1):2011 or any other IS Number suggested by DGMS along with each lot of supply.

10. During the normal supply from vendor, random joint sampling and their testing would be carried out at Govt./Govt. approved Test House conforming to IS:3976/2018 as well as IS 15298(Part -1):2011 or any other IS Number suggested by DGMS along with each lot of supply. In addition to this Test Report of a Test House accredited by NABL may also be accepted, subject to confirmation of its ability to conduct test in pursuance with prescribed National/International standard /DGMS testing protocol and the Test House not a part of any equipment manufacturer's testing facility. The cost of such testing will be borne by bidder. In case the supplies are found not confirming to IS:3976/2018 as well as IS 15298(Part -1) :2011 and DGMS circular, the Respective lot will be rejected and the management of BCCL may cancel any further supply.

Inspection authority: Final Inspection will be carried out by GM(S&R) or his authorized representative.

**Guarantee/Warranty terms.:** The safety Canvas Boots supplied shall be guaranteed for 12 months from the date of use issue to the ultimate user or 18 months from the date of supply and acceptance by BCCL. Bidder shall be responsible for any defects that they develop under the conditions provided for the contract and under proper use, arising from faulty materials, design or workmanship and shall remedy such defects at his own cost when called upon to do so. If replacement or renewal shall be made by bidder without any extra cost to BCCL, on door delivery basis. The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. Bidder shall, within thirty days, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. Bidder shall take over the replaced parts/Goods at any time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/Goods thereafter.

If the supplier, having been notified, fails to remedy the defect(s) within thirty days, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**Proven -ness Criteria:**

The consumable Goods/Consumables shall be considered proven, provided the tendered/similar item(s) of same/similar (definition) of similar will be specified in individual NIT's/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.

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

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिंट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।