

Contract

Contract No: GEMC-511687736565470

Generated Date: 24-Apr-2021

Bid/RA/PR No:<u>GEM/2021/B/1174939</u>

							В	a/RA/Pr		/2021/	/ <u>B/1174939</u>
Orga	anisation Details				Buyer De	tails					
Type: Ministi Depar Organ		Central PSU Ministry of Coa Materials Mana Bharat Coking Bccl Dhanbad	agement		Designation: Contact No.: Email ID: GSTIN: Address:		Bhawan, K	241- nekhar@ni 7934MFZE tment, leve Koyla Naga	3 el 3, Comme		uilding, Koyla
Fina	ncial Approval Deta	ail			Paying A	uthority	v Dotaile				
FD Co Desigi	nctial Approval Deta oncurrence: nation of Administrative Ap nation of Financial Approva	proval:	Yes D (P) B(GM (MM		Payment Mo Designation: Email ID: GSTIN: Address:	de:	Offline Senior Ma pay8.bccl. 20AAACB MM Depar Bhawan, K	dhn@gem 7934MFZE tment, leve Coyla Naga	3 el 3, Comme		uilding, Koyla
Conta Email Addre MSME GSTIN *GS Prod	ss: = verified: N: T / Tax invoice to luct Details m Description		East Delhi, DEI No 07BNLPS5320. n the name	itlook.com ir Pur Extr _HI-11009 J1ZO of - Co	n,Karawal Nagar,Day 14, -		HSN Coc	10	Ordered Quantity	Unit	Price (Inclusive of all Dutio and Taxes in INR)
Product Name : Unbranded Reusable/Washable Cloth Face Mask 100 % Cotton Brand : NA Brand Type : Unbranded Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM			Reusabl Face Ma	e/Washable Cloth ask	MASK	HSN not sp by seller	pecified	,500	pieces	37,500	
otal O	order Value (in INR)					1 1		I		I	37,500
Con: S.No	signee Detail Consignee			lte	em		Lot No.	Quanti	ty Delive	"Y E	Delivery To Be Complete

Specification	Sub-Spec	Value
	Product Description	Reusable/Washable Cloth Face Mask
GENERAL FEATURES	Purpose	To protect the wearer from virus and to slow down the spread of viruses by the wearer to others in general public where social distancing measures are difficult to maintain (e.g., grocery stores and pharmacies) especially in the areas of significant community-based transmission may happen or for other personal preferences viz. anti dust and preventing moisture etc
	Washable and reusable	Yes
	Size (L x W)	7"x 5"
	Color	Green
	Cloth fabric	Plain
	Fine Fabric material of different layers	100 % Cotton
	Non-irritant, anti-allergenic and skin friendly	Yes
	Breathable without restriction and environment friendly	Yes
	Number of layers of fabric	3
PRODUCT	GSM of the fabric (g/m2)	50 TO 150
INFORMATION	Construction	Pleated
	Fastening	Soft stretch elastic ear loops
	Fits snugly but comfortably against the side of the face	Yes
	Foldable	Yes
	Adjustable flexible Nose clip	with
	Filter pocket	without
	Blows out a candle or lighter while wearing the mask	Yes
	Manufacturer facility certifications	NA
PACKAGING	Type of packing	Packed in moisture proof cover
ADVANCE SAMPLE	Agree to provide advance sample of the product for buyer's approval before commencement of supply in case of bidding	Yes

Note: Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

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 are correct under the provision of that Act or the rules made there under the three 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 Scope of supply (Bid price to include all cost components) : Only supply of Goods

2.2 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.

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