

## Contract

Contract No: GEMC-511687749167274

Generated Date:04-Jun-2020

Bid/RA/PR No:GEM/2020/B/617967

# **Organisation Details**

Type: Central PSU

Ministry: Ministry of Coal

Department: Materials Management

Organisation Name: Materials Management

Bharat Coking Coal Limited

Office Zone: Bccl Dhanbad

# **Buyer Details**

Name: Mrunal Mehta
Designation:Deputy Manager MM

Contact No.:

Email ID: mrunal.mehta@nic.in GSTIN: 20AAACB7934MFZB

MM Department, level 3, Commercial Building, Koyla Bhawan,

Address: Koyla Nagar,

DHANBAD, JHARKHAND-826005, India

# **Financial Approval Detail**

IFD Concurrence : No

Designation of Administrative Approval : D(P) Designation of Financial Approval : GM(MM)

## **Seller Details**

Company Name: HAWK ARMOR PROTECTION & SAFETY SOLUTIONSPRIVATE LIMITED

Contact No.: 09712969802

Email ID: hawkarmor1052@gmail.com
489/55/1,Malviya nagar,
South Delhi, DELHI-110017, -

MSME verified: Yes
MSE Social Category: General
MSE Gender: Male
GSTIN: NA

### **Product Details**

#	Item Description	Category Name	Model	HSN Code	Ordered Quantity	Unit	Price (Inclusive of all Duties and Taxes in INR)
1	Hawk Armor Full Body Protector for Male(MHA) Medium	Full Body Protector for Male (MHA)	HAWK ARMOR	HSN not specified by seller	200	pieces	890,200
Т	Total Order Value (in INR)						890,200

# **Consignee Detail**

S.No	Consignee	Item	Quantity	Expected Delivery Date
1	Aman Kumar Singh - Landline-94705-97987- aman.singh3226@nic.in 0 Level, Administration Department, Koyla Bhawan, Koyla Nagar, Dhanbad, Pin Code-826005, DHANBAD, JHARKHAND-826005, India	Hawk Armor Full Body Protector for Male(MHA) Medium	200	04-Jul-2020

# Product Specification for Hawk Armor Full Body Protector for Male(MHA) Medium

Specification	Sub-Spec	Value		
	Item	Full Body Protector for Male(MHA)		
Item	components of Full Body Protector	Chest Protector, Shoulder Pad, Upper Arm Guard, Elbow, Fore Arm Guard, Thigh/Pelvic Guard, Groin Guard, Shin Guard		
	Conformity to Specification	As Per MHA QR for Full Body Protector for Male, issued by MHA Vide NO-VII-08/2015-19-Prov.DA 5 (Part 1) dated 27.09.2019		
Specification	Availability of MHA QR Of Full Body Protector for Male Seen and			

	Understand MHA QR of Full Body Protector for Male	Yes
	Availability of MHA QR Of Full Body Protector for Male	Yes
Design	Colour of Fabric and Shield	Plain
Dimension	Size of Full Body Protector for Male	Medium
Material	Material of Protector Shield	Composites
Warranty	Shelf Life of Full Body Protector for Male (Year)	6
	Availability of Test Report from Govt Lab/NABL As Per MHA QR of Full Body Protector for Male	Yes
	Test Report No	Yes
Test Report	Test Report Date	06022020
	Name of the Lab	Sri Sai Precision
	Address of the Lab	nashik
	Test Report to be furnished to the buyer on demand	Yes

# **Additional Specification Documents:**

1.	QR.	/Spcn	document

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# **Terms and Conditions**

### 1. Special terms and conditions

1.1 Seller shall upload the Lab Test Report as prescribed in the product catalogue for the product offered along with the bid.

### 2. General Terms and Conditions

- 2.1 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
- 2.2 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.
- 2.3 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.
- 2.4 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.
- 2.5 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.
- 2.6 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).
- 2.7 Limitation of Liability: The provisions of limitation of liability between Buyer and Seller as given in the GTC shall be applicable here.
- 2.8 Resolution of disputes: The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.
- 2.9 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.

### 2.10 Financial Certificate:

2.10.1 The expenditure involved for this purpose has received the Sanction of the competent financial authority.

- 2.10.2 The funds are available under the proper head in the sanction budget allotment for the concern financial year.
- 2.10.3 I have been fully authorized by the department to sign the supply order or incur the liability of the Goods being ordered.
- 2.11 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.

#### 3. Additional Terms and conditions

- 3.1 Scope of supply (Bid price to include all cost components): Only supply of Goods
- 3.2 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.

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