

**Contract**

Contract No: GEMC-511687 778080708

Generated Date: 15-May-2021

Bid/RA/PR No:GEM/2021/B/1191173

11/00832421062 Dt. 05/07/21

| Organisation Details |                                     | Buyer Details |   |
|----------------------|-------------------------------------|---------------|---|
| Type:                | Central PSU                         | Designation:  | Dy. Manager   |
| Ministry:            | Ministry of Coal                    | Contact No.:  | 0712-2511381-5529   |
| Department:          | Materials Management                | Email ID:     | asnagarkar@westerncoal.gov.in   |
| Organisation Name:   | Western Coalfields Ltd              | GSTIN:        | 27AAACW1578L1ZW   |
| Office Zone:         | Western Coalfields Limited / Nagpur | Address:      | 1st Floor, MM Wing, WCL Hqrs, Coal Estate, Civil Lines, NAGPUR, MAHARASHTRA-440001, India |

| Financial Approval Detail               |                    | Paying Authority Details |  |
|---|--------------------|--------------------------|--|
| IFD Concurrence:                        | No                 | Payment Mode:            | Offline  |
| Designation of Administrative Approval: | Director Personnel | Designation:             | Manager Fin  |
| Designation of Financial Approval:      | GM Fin I/c -I      | Email ID:                | ssrathod@westerncoal.gov.in  |
|   |                    | GSTIN:                   | -  |
|   |                    | Address:                 | 1st Floor, MM Wing, WCL Hqrs, Coal Estate, Civil Lines, NAGPUR CITY, MAHARASHTRA-440001, India |

| Seller Details       |  |
|----------------------|--|
| GeM Seller ID:       | 9E6B180000115217   |
| Company Name:        | JAINA SAFETY GLASS INDUSTRIES  |
| Contact No.:         | 09587888088  |
| Email ID:            | info@jainasafe.com   |
| Address:             | G-35, BRIJ INDUSTRIAL AREA, BRIJ INDUSTRIAL AREA, Bharatpur, RAJASTHAN-321001, - |
| MSME verified:       | Yes  |
| MSE Social Category: | General  |
| MSE Gender:          | Male   |
| GSTIN:               | 08AACFJ9631J1Z3 , 08AACFJ9631J1Z3  |

\*GST / Tax invoice to be raised in the name of - Consignee

| Product Details            |  |                            |       |                             |                  |        |  |
|----------------------------|--|----------------------------|-------|-----------------------------|------------------|--------|--|
| #                          | Item Description   | Category Name              | Model | HSN Code                    | Ordered Quantity | Unit   | Price (Inclusive of all Duties and Taxes in INR) |
| 1                          | <b>Product Name</b> :JAINASAFE--JAINA SAFETY GLASS INDUSTRIES Non woven , Spun bond Full sleeve Isolation gown<br><b>Brand</b> : JAINASAFE--JAINA SAFETY GLASS INDUSTRIES<br><b>Brand Type</b> : Unregistered Brand<br><b>Catalogue Status</b> : OEM verified catalogue<br><b>Selling As</b> : OEM | MEDICAL GOWNS - DISPOSABLE | JSGI  | HSN not specified by seller | 8,250            | pieces | 386,925  |
| Total Order Value (in INR) |  |                            |       |                             |                  |        | 386,925  |

| Consignee Detail |   |   |         |          |                      |                             |
|------------------|---|---|---------|----------|----------------------|-----------------------------|
| S.No             | Consignee   | Item  | Lot No. | Quantity | Delivery Start After | Delivery To Be Completed By |
| 1                | Designation: -<br>Email ID:<br>kngopalakrishna@westerncoal.gov.in<br>Contact: -<br>GSTIN: -<br>Address: WCL Hqrs, Coal Estate, Civil Lines, NAGPUR, MAHARASHTRA-440001, India | JAINASAFE--JAINA SAFETY GLASS INDUSTRIES Non woven , Spun bond Full sleeve Isolation gown | -       | 8,250    | 15-May-2021          | 25-May-2021                 |

| Product Specification for JAINASAFE--JAINA SAFETY GLASS INDUSTRIES Non woven , Spun bond Full sleeve Isolation gown |           |                |
|---|-----------|----------------|
| Specification   | Sub-Spec  | Value          |
|   | Gown Type | Isolation gown |

|               |   |  |
|---------------|---|--|
| GENERAL       | Colour  | Medical Blue   |
|               | Disposable  | Yes  |
|               | Breathable  | Yes  |
|               | Antistatic Properties   | Yes  |
|               | Impervious to fluids  | Yes  |
|               | Reinforced  | Yes  |
|               | Sterilized  | Yes  |
|               | Method of Sterilization   | Other  |
| DIMENSIONS    | Gown Width  | 100  |
|               | Gown Length   | 137  |
|               | No of belts to tie (pair)   | 1  |
|               | Length of each tying belt stitched(cm)  | 100  |
|               | Width of tying belt (cm)  | 3  |
| MATERIAL      | Material used for gown  | Non woven , Spun bond  |
|               | Composition of Non woven Reinforced Material  | SMS+ Poly coated   |
|               | Reinforced critical zones (front and sleeve up to elbows) to provide 100 % protection against any amount of fluid   | Yes  |
|               | GSM of Non woven Fabric (g/m2)  | 45   |
|               | Alcohol Repellent Material  | Yes  |
| CONSTRUCTION  | Closing at neck   | Hook and loop/Velcro Fastener with Piping of non woven material stitched to raw edges of Neck opening extending at both ends for tying |
|               | Pair of Disposable absorbent hand wipes   | Yes  |
|               | Sleeve Type   | Full sleeve  |
|               | Cuff end  | Sleeve opening over locked with elastic  |
|               | Wrap Around type  | Yes  |
| PACKING       | Type of Packing   | Sterile pack, must be double packed with outer pouch must be peel off made of Medical Grade paper                                      |
|               | Type of Wrapping  | Polypack   |
| CERTIFICATION | AAMI Protection level   | Level II   |
|               | Certification   | ISO  |
|               | Submission of test report clearly specifying the nomenclature of fabric, Method of sterilization and AAMI protection level in addition to other parameter to the buyer on form 39 or from NABL/ILAC accredited or Central Government Lab to prove conformity of products to the specification | Yes  |
|               | Product conformity certificate to be furnished to buyer at the time 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 Scope of supply (Bid price to include all cost components) : Only supply of Goods

2.2 Bid reserved for Make In India products: Procurement under this bid is reserved for purchase from local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a local supplier, should be as per relevant notification / order issued by the nodal ministry as available on the website of Department of Promotion of Industries and Internal Trade (DPIIT). All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 29.5.2019. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2.3 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.

2.4 To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid): Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for six months & should submit a certificate from OEM declaring percentage of local content as per MII OMs & Bidder should submit a certificate regarding restrictions on procurement from a bidder of country which shares a land border with india as per Office memorandums issued by Deptt of Expenditure ,PPD , Ministry of Fin under F.No.6/18/2019-PPD dt 23/7/2020..

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