

**Contract**

Contract No: GEMC-511687739766900

Generated Date: 15-May-2021

Bid/RA/PR No:GEM/2021/B/1190926

2100832421065 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:	40D9200001185037
Company Name:	PAAYAS INCORPORATION
Contact No.:	09357910230
Email ID:	paayas.inc@gmail.com
Address:	32, MAYA NAGAR, CIVIL LINES, Ludhiana, PUNJAB-141001, -
MSME verified:	Yes
GSTIN:	03AALFP0636Q1ZX, 03AALFP0636Q1ZX, 03AALFP0636Q1ZX

\*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> : swami textiles pvt ltd Non-woven spunbond Polypropylene (PP) Coveralls For COVID-19 <b>Brand</b> : swami textiles pvt ltd <b>Brand Type</b> : Registered Brand <b>Catalogue Status</b> : OEM verified catalogue <b>Selling As</b> : OEM verified Reseller	Coveralls for COVID-19	phrm+ Coverall	HSN not specified by seller	9,250	pieces	1,757,500
Total Order Value (in INR)							1,757,500

Consignee Detail						
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: - Email ID: kngopalakrishna@westerncoal.gov.in Contact: - GSTIN: - Address: WCL Hqrs, Coal Estate, Civil Lines, NAGPUR, MAHARASHTRA-440001, India	swami textiles pvt ltd Non-woven spunbond Polypropylene (PP) Coveralls For COVID-19	-	9,250	15-May-2021	25-May-2021

Product Specification for swami textiles pvt ltd Non-woven spunbond Polypropylene (PP) Coveralls For COVID-19		
Specification	Sub-Spec	Value
GENERAL	Product description	Coveralls For COVID-19
	Purpose	Coverall is a type of personal protective equipment (PPE) intended to be worn by healthcare personnel for the purpose of isolating all parts of the body from a potential hazard. Coverall for COVID-19 provides protection against various biological agents due to their material sealing arrangement

FEATURES	Usage	Single use (Disposable) coverall
	Color	White
	Properties	Impermeable to blood and body fluids, Virus resistant and comfortable to wear
CONFORMITY TO STANDARD	Conformity to Standard	IS 17423 : 2020 (Latest Revision)
	ISI Marked	Yes
	CM/L Number	9700161016
CONSTRUCTION	Hood	Integrated hood with elastic around face opening
	Fastening	Provided with suitable fastening arrangement which is covered with a storm flap with provision of self-adhesive sealing
	Elastic Waist	Yes
	Elastic waist shall be adhered with glue to minimize the potential entry points	Yes
	Elastic wrists	Yes
	Elastic ankles	Yes
	Thumb loop	Yes
	Joining of coverall	Sewing
	Sealing of Seams	Seams are sealed with a Tape of suitable material of medical grade of minimum 16 mm width
	Shoe Covers	Each Coverall is provided with a pair of Shoe Covers with an elastic strip to tighten it with the Coverall, so that there is no passage for air through it
MATERIAL	Coverall is made from suitable textile material that is not prohibited for use for the purpose under any applicable law /regulation in force	Yes
	Fabric Material	Polypropylene (PP)
	Number of layers	Single layered
	Fabric type	Non-woven spunbond
	Coating/lamination	With coating/lamination
	Type of Lamination/Coating	LDPE (Low Density Polyethylene)
	Mass of the fabric (Overall including lamination if any) (gram per square mtr)	40
	Mass (gram per square mtr) of Lamination Layer if any	10
Material used for manufacturing coveralls shall not cause irritation to the user	Yes	
SIZE	Size	Universal Fit
PERFORMANCE REQUIREMENTS	Performance Requirements	The Coverall (including seam) and Shoe Covers for COVID-19 shall conform to the requirements as specified in Table 1 of IS 17423 : 2020
WORKMANSHIP AND FINISH	The coverall shall be clean and free from substances liable to cause tendering during storage	Yes
	The manufacture and preparation of the coverall shall be conducted under proper hygienic conditions	Yes
PACKAGING	Packing	The Coverall shall be individually packed securely so as to allow normal handling , maintaining the integrity and transport without tearing and exposing the contents
MARKING	Marking	As per Clause 7 of IS 17423 : 2020 (Latest Revision)
CERTIFICATIONS & REPORTS	Availability of Test Reports for the Body, Seams and Shoe Covers as specified in Clause 5, Table 1 of IS 17423 : 2020 from the Govt approved Labs	Yes
	Test Report issued by	South India Textile Research Association (SITRA), Coimbatore, Tamil Nadu
	Test Report Number	P2000073
	Test Report Date	09-04-2020
	Manufacturer facility certifications	ISO:13485 (Latest)
	Submission of all the certifications and test reports to the buyer along with bid in case of bidding /along with supply in case of direct	Yes

	purchase	
ADVANCE SAMPLE	Agree to provide advance sample of the product for buyer's approval before commencement of supply in case of bidding	Yes
ADDITIONAL REQUIREMENT	Additional requirement	Not Applicable

**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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