

**Organisation Details**

Type: Central PSU  
 Ministry: Ministry of Coal  
 Department: Materials Management  
 Organisation Name: Western Coalfields Ltd  
 Office Zone: Western Coalfields Limited / Nagpur

**Buyer Details**

Name: Ashish Sewakram Nagarkar  
 Designation: Dy. Manager  
 Contact No.: 0712-2511381-5529  
 Email ID: asnagarkar@westerncoal.gov.in  
 GSTIN: 27AAACW1578L1ZW  
 Address: 1st Floor, MM Wing, WCL Hqrs, Coal Estate, Civil Lines, NAGPUR, MAHARASHTRA-440001, India

**Financial Approval Detail**

IFD Concurrence : No  
 Designation of Administrative Approval : Director Technical Project n Planning  
 Designation of Financial Approval : GM(Fin)/c

**Seller Details**

Company Name: Daksh Enterprises  
 Contact No.: 09311444908  
 Email ID: vikas.shukla86@gmail.com  
 Address: 651,SECTOR-1,VASUNDHRA, Ghaziabad, UTTAR PRADESH-201012, -  
 MSME verified: No  
 GSTIN: NA

**Product Details**

#	Item Description	Category Name	Model	HSN Code	Ordered Quantity	Unit	Price (Inclusive of all Duties and Taxes in INR)
1	SURGICAL MASKS	surgical isolation or surgical masks	SURGICAL MASKS	HSN not specified by seller	5,000	pieces	30,500
Total Order Value (in INR)							<b>30,500</b>

**Consignee Detail**

S.No	Consignee	Item	Quantity	Expected Delivery Date
1	Gopal Krishna K N - Landline-- kngopalakrishna@westerncoal.gov.in 1st Floor, MM Wing, WCL Hqrs, Coal Estate, Civil Lines, NAGPUR, MAHARASHTRA-440001, India	SURGICAL MASKS	5,000	22-Apr-2020

**Product Specification for SURGICAL MASKS**

Specification	Sub-Spec	Value
GENERAL	Conformity to EN 14863	No
	Fabric material	non woven fabrics
	GSM of the Fabric (G/m2)	40
	Pleated Construction of Mask	To provide adujstable and leakproof fitting
	No of Layers or Plies of Fabric	2
	Bacterial filtration efficiency (BFE)(%)	>=95
	Splash resistant	No
	Breathing resistance (mm of H2O/ cm2)	<=3(Non-Splash Resistant)

	Securing Loops	Elastic
	Adjustable Flexible nose clip	Without
	Colour	Blue
DIMENSION	Length	15
	Width	10
CERTIFICATION	Submission of Test Report to the buyer on demand from NABL/ ILAC accredited or Central Government Lab to prove conformity of products to the specification	Yes
	Certification	ISO

## 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above, in accordance with the General Terms and Conditions (GTC) as available on the GeM portal (unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable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.

**1.3 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

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