

Contract

Contract No: GEMC225979-5

Contract Date: 25-04-2018 18:05:10



Organization Details Type: Organization Name: N/A Department: N/A Ministry: N/A	Buyer Details GEM Unique ID: GEM/2018/GO/1/1 Name: Contact No.: Email ID: GSTIN: N/A Address: , , -
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Seller Details GEM Unique ID: GEM/2017/S/PS/1853 Company Name: Sunamia Knitwears Contact No.: 9216905500 Email ID: sunamia111@gmail.com Address: Office Of The Municipal Council Poonch , Poonch , Jammu & Kashmir - 185101

Consignee Detail

S.No.	Consignee	Quantity	Expected Delivery Date
1	Shailendra Singh shailendra.s8293@coalindia.in (Office Of The Chief Medical And Health Officer Singrauli Ncl Ground Bilaunji Waidhan, Singrauli, Madhya Pradesh - 486886)	219	15-05-2018

Accounting Details

Designation of official providing administration approval:	GM(MM),Pur/HOD	Designation of official providing financial approval:	AFM NCL HQ
IFD Concurrence Required?	No		

Product Details

#	Item Description	Model	Is PAC buying?	Ordered Quantity	Unit	Price per Unit inclusive of all Duties and Taxes (in INR)
1	jersey woollen v neck ribbed khaki (sunamia khaki)	jersey khaki	-NA-	219	NOS.	600.00

Total Order Value (in INR)	131,400.00
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Specification	Value	Unit
Conforming To D.G.S.& D. Specification No.G/TEX/W/69-Rib/2010 With Amdt No. 1 & 2	Yes	
Specification With Drawing	Http://dgserver.dgsnd.gov.in/rc/53102700.pdf	
Specification With Drawing Seen And Understood	Yes	
Size/ Mass Of Jersey	100 (650 Grams)	
Colour/Shade	KHAKI	
Pattern	As Per Drawings Attached With The Specification	
Body And Sleeves	Basic Knitted Fabric (worsted Yarn 55 Tex X 2)	
Reinforcement Of Sleeves, shoulder Straps & Pen Pockets.	Cloth Polyester Cotton Gaberdine Dyed	
Wool Mark	Yes	
Wool Mark Licence No. , Date & Validity	30000537 30.06.18	
Availability Of Test Report From NABL/ ILAC Accredited Or Central Government Lab To Prove Conformity Of Products To The Specification.	Yes	
Test Reports To Be Furnished To Buyer On Demand.	Yes	
Test Report No	BTHPL-0295-4-C	
Test Report Date	18/07/2017	
Name Of Lab	Bali Test House Pvt Ltd	
Address Of Lab	Ludhiana	

Terms & Conditions

1. This Contract is for the supply of the stores detailed in the schedule below in accordance with the General Terms and Conditions of Sale / Purchase in Government e-Marketplace (GeM), General Terms and Conditions for enrolment of Seller on GeM (Government e-Marketplace) and (if applicable) Special Terms and Conditions for Reverse Auction on GeM or Special Terms and Conditions for e-bidding on GeM, shall operate to create a specific contract between the Seller on one part and the Purchaser on the other part.
2. **Terms of delivery:** Free Delivery at Site including loading/unloading. In respect of items requiring installation and / or commissioning (as indicated in technical details of the item), the charges for the same are also included in the contract price.
3. This Delivery Period/Time shall be essence of the Contract and delivery must be completed not later than such date(s).
4. **Performance Security (if any):** There shall be no Performance security / PBG requirement for contracts placed under Direct Purchase Option on GeM. For procurement through reverse Auction/e-bidding, Security Deposit / Performance Bank Guarantee (PBG) @2% of contract value, shall be applicable in respect of contracts valuing above Rs. 25 Lakh, as per special terms and conditions applicable for e-bidding / RA. Such Performance Bank Guarantee from a scheduled commercial bank must be submitted by seller to the Buyer within 15 days of award of contract and shall be in the format provided on GeM. Payments against such contract shall not be released till acceptable Performance Bank Guarantee is furnished by the seller.
5. **Taxes and Duties:**
 - Prices shall be all inclusive basis i.e. including all taxes. Statutory variation, if any, shall be to the seller's account.
 - The Bill Form shall be on-line provided to the seller by the Buyer which may inter alia include the following confirmations from the Seller:
 - Certified that the Goods and Services Tax (GST) charged on this Bill is not more than what is payable under the provision of the relevant Act or the Rules made there under.
 - Certified 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 provisions of that Act or the Rules made there under
 - Certified that the Seller is registered with above indicated GSTIN as dealer in the State where in their Billing address is located for the purpose of GST.
6. **Octroi Duty and/or other local taxes:** The Seller shall have discretion to offer Goods/Services for the select consignee location(s) in the country and they are expected to account for all local taxes (such as levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies etc.) also while quoting the price for the listed Goods/Services and as such no reimbursement over and above the contract price(s) shall be allowed to Seller towards payment of such taxes.
7. **Resolution of disputes:** In the event of any question, dispute or difference arising under the terms and conditions of the GeM, the jurisdiction of the same shall be at the place from where contract has been placed by the purchaser and may be referred to the arbitration for which the arbitrator(s) for adjudication of the matter shall be nominated by the Purchaser while awarding the Contract itself. The arbitration in the matters related to GeM shall be governed as per prevailing Indian Arbitration and Conciliation Act 1996 and would be binding upon the Seller and Purchaser/Buyer. In all such cases in the GeM, the dispute would not be referred or entertained by Facilitation Council, Consumer Forum or any other adjudication forum and GeM SPV would not be a party to any such dispute/matter.
8. **Liquidated Damages:** If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed Delivery/Time period(s) specified in the Contract, the Purchaser will be entitled to deduct/recover the Liquidated Damages for the delay, (unless covered under Force Majeure conditions prescribed on GeM), @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 5% of the contract value without any controversy/dispute of any sort whatsoever.
9. **FINANCIAL CERTIFICATE**
 - The expenditure involved for this purpose has received the sanction of the competent financial authority.
 - The funds are available under the proper head in the sanction budget allotment for the concerned financial year.
 - I have been fully authorized by the Department to sign the supply order and incur the liability of the Goods being ordered.

For PAC

Additional Terms and Conditions for Procurement under Proprietary Article Certificate (PAC) Buying:

- In case a Govt. buyer on GeM, wants to make procurement on proprietary basis on the GeM Portal after obtaining the requisite approvals/PAC certificate from their competent authority as per Rule 166 of GFR-2017, the Buyer can use PAC filter provided on GeM for selecting a specific model/ make available from a particular GeM Seller.
- The Indentor must arrange for and provide Road Permit/s as necessary for entry of goods into the State where the consignee is located. The indentor / consignee should also furnish the firm with necessary Octroi exemption certificate along with the order to avoid payment of town duty, Octroi, Road Toll Tax, Entry Tax and / or any other Local Taxes and Duties such as Octroi / Sales Tax if paid by the firm will be reimbursed by the paying authority (Deputy Controller of Accounts, Mumbai) against production of relevant payment receipt/s.
- The Seller's prices on the Portal is just their offer prices and the proper discovery of price generally happens through bidding/RA. Moreover, in PAC procurement irrespective of multiple listing by authorised sellers, the important issue of price control remaining with the OEM cannot be overlooked. Therefore, in case of all the PAC procurements, the Buyers will have to carry out extra due diligence in establishing the reasonableness of prices before placement of contract as per para (vii) of Rule -149 of GFR-2017.
- Except for direct buying up to Rs. 50,000/- subject to establishing the reasonableness of price, the bidding will be mandatory for procurements above Rs. 50,000/-. As result of bidding, the response could be as under:
 - Only OEM is available or only single authorised seller is available.
 - OEM as well as multiple authorised Seller are available.
 - Multiple authorised Sellers of the OEM are available.

Purchase made on



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