

**Contract**

Contract No: GEMC-51168774 7991984

Generated Date: 14-May-2021

Bid/RA/PR No: GEM/2021/B/1064109

Schedule Name: Schedule 5

11000131821035 dt. 31/05/21

Organisation Details		Buyer Details	
Type:	Central PSU	Designation:	Assistant Manager MM
Ministry:	Ministry of Coal	Contact No.:	0712-2511383-5824
Department:	Materials Management	Email ID:	sachin.khodke@nic.in
Organisation Name:	Western Coalfields Ltd	GSTIN:	27AAACW1578L1ZW
Office Zone:	Western Coalfields Limited / Nagpur	Address:	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 Technical (P&P)	Designation:	Dy Manager Fin
Designation of Financial Approval:	General Manager-Finance	Email ID:	sprathi@westerncoal.gov.in
		GSTIN:	27AAACW1578L1ZW
		Address:	WCL Hqrs, Coal Estate, Civil Lines, NAGPUR CITY, MAHARASHTRA-440001, India

Seller Details	
GeM Seller ID:	9B1E190000824033
Company Name:	TATA STEEL LIMITED
Contact No.:	09822204524
Email ID:	rakesh.roshan@tatasteel.com
Address:	24 HOMI MODY STREET,FORT, Mumbai, MAHARASHTRA-400001, -
MSME verified:	No
GSTIN:	20AAACT2803M2ZO , 20AAACT2803M2ZO , 21AAACT2803M1ZN , 20AAACT2803M2ZO

\*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	Product Name : M. S. Black pipe Brand : Tata. Brand Type : Registered Brand Catalogue Status : OEM verified catalogue Selling As : OEM	Steel Tubes,Tubulars-IS 1239	100BMPE-6m	7306	79	metric tonne	5,733,120.85
Total Order Value (in INR)							5,733,120.85

Consignee Detail						
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: - Email ID: laxminarayan@westerncoal.gov.in Contact: - GSTIN: 27AAACW1578L1ZW Address: WCL Central Stores, Urjagram, Tadali-442406, CHANDRAPUR, MAHARASHTRA-442406, India	M. S. Black pipe	-	79	14-May-2021	13-Jul-2021

Product Specification for M. S. Black pipe		
Specification	Sub-Spec	Value
ITEM	Types of Item	Medium black Steel tubes
	Tube end	Plain end
SPECIFICATION	Conformity to indian standard IS 1239(Part 1):latest	Yes
	ISI Marked	Yes

	CML No (HINTS- If ISI Marked)	61929
MANUFACTURE	Method of Manufacturing	Electric Resistance Welded(ERW)
REQUIREMENT	Screw Protection Plastic Cap	No
	Tube External Coating	NA
DIMENSION	Nominal Bore(mm)	100
	Length(in Meter)	6.0
MARKING	Marking per meter as IS Specification	Yes
	Buyer Marking on demand	Yes
TEST REPORT	Availability of Type Test Reports of the product from Central Govt/NABL/ILAC accredited Lab showing compliance to the specification	Yes
	Test Report No	894126218001
	Test Report date	15062017
	Name of the Labs	TSL-NABL Accre
	Address of the Lab	JAMSHEDPUR
	Test report and approvals to be furnished to the buyer on demand	Yes

#### Buyer Defined Additional Specification for M. S. Black pipe

Specification	Value
Conformity to Indian standard IS 1239(Part 1):latest	YES
(i) ISI Marked ; (ii) Documents to be submitted with the consignment : Work test certificate for the tests conducted on the pipes as per IS 1239 (Part-1) -latest.	(i) YES ; (ii) AGREED for Work Test Certificate
Wall Thickness (Mm)	4.5mm
Mass (kg/m)	12.2 kg/m
(i) Document to be submitted with offer : Copy of valid BIS license for use if BIS certification mark on the pipes offered. (ii)	YES SUBMITTED

#### 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 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.

2.2 Preference to Make In India products (For bids less than 200 Crore): Preference shall be given to Class 1 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 Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder 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 no purchase preference shall be granted. 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 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. 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 The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

2.4 Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

2.5 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): i. Bidder should submit a certificate from OEM declaring percentage of local content as per MII Order's & ii. 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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