

**Contract**

Contract No: GEMC-511687744897528

Generated Date: 31-May-2021

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

Schedule Name: Schedule 4

11000131821039 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 and 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:	981E190000824033
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 : TATA PIPES Electric Resistance Including Induction Welding Steel Pipes for Water & Sewage Grade Fe330 Brand : TATA PIPES Brand Type : Registered Brand Catalogue Status : OEM verified catalogue Selling As : OEM	Steel Pipes For Water And Sewage-IS 3589	273 x 6.3 fe330 PE 6m	7306	200	meter	618,980
Total Order Value (in INR)							618,980

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	TATA PIPES Electric Resistance Including Induction Welding Steel Pipes for Water & Sewage Grade Fe330	-	200	31-May-2021	30-Jul-2021

Product Specification for TATA PIPES Electric Resistance Including Induction Welding Steel Pipes for Water & Sewage Grade Fe330		
Specification	Sub-Spec	Value
	Conformity to Indian Standard IS 3589:latest	Yes
Specification	ISI Marked	Yes

	CML Number	5340655
Manufacture, Material and Coating	Method of Manufacturing	Electric Resistance Including Induction Welding
	Grade of Steel	Fe330
	Type of Coating	Without Coating
Dimension	Outside Diameter of Pipe (mm)	273
	Thickness of Pipe (mm)	6.3
	Mass of Pipe per meter	41.1
	Length of Pipe (Metres)	6.0
Type of Joint	Pipe Ends for Joint	Plain Ends
Test Report	Availability of Test Reports of from Central Govt./State Govt/NABL/IL AC accredited Lab to prove conformity to the Specification	YES
	Test Report No	7588
	Test Report Date	3032018
	Name of the Lab	BTPL-BIS-APPROVED
	Address of the Lab	Ghamaria Jamshedpur
	Test report to be furnished to the buyer on demand	Yes

Buyer Defined Additional Specification for TATA PIPES Electric Resistance Including Induction Welding Steel Pipes for Water & Sewage Grade Fe330

Specification	Value
Conformity to Indian Standard IS 3589:latest	YES
Document to be submitted with offer : Copy of valid BIS license for use if BIS certification mark on the pipes offered	YES SUBMITTED
Documents to be submitted with the consignment : Work test certificate for the tests conducted on the pipes as per IS 3589 (latest).	YES AGREED

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 OMs & 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..

2.6 Buyer Added text based ATC clauses

Schedule 2:

"Contract No GEMC-511687700480949 is an amendment to the Contract no GEMC-511687758149766 dt 11-05-2021"

Schedule 3:

"Contract No GEMC-511687766722796 is an amendment to the Contract no GEMC-511687794062810 dt 11-05-2021"

Schedule 4:

"Contract No GEMC-511687744897528 is an amendment to the Contract no GEMC-511687728714274 dt 14-05-2021"

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