

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687744666359

अनुबंध तिथि | Generated Date : 14-Nov-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/5286607](#)

अनुसूची नाम | Schedule Name: Schedule 1

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्रारूप Type : Central PSU मंत्रालय Ministry : Ministry of Steel विभाग Department : MOIL Limited संगठन का नाम Organisation Name : MOIL Limited कार्यालय क्षेत्र Office Zone : MOIL Limited	पद Designation : Chief Manager Materials संपर्क नंबर Contact No. : 0712-2806137- ईमेल आईडी Email ID : khan@moil.nic.in जीएसटीआईएन GSTIN : 27AAACM8952A1ZL पता Address : MOIL LIMITED, MOIL BHAWAN, 1-A, KATOL ROAD, NAGPUR-440013, MAHARASHTRA-440013, India

वित्तीय स्वीकृति विवरण Financial Approval Detail	भुगतान प्राधिकरण विवरण Paying Authority Details
आईएफडी सहमति IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: GM(MATERIALS) वित्तीय अनुमोदन का पदनाम Designation of Financial Approval: GM(FINANCE)	Role: PAO भुगतान का तरीका Payment Mode: Offline पद Designation : PAO PURCHASE HO1 ईमेल आईडी Email ID : krs@moil.nic.in जीएसटीआईएन GSTIN : 27AAACM8952A1ZL पता Address : MOIL LIMITED, MOIL BHAWAN, 1-A, KATOL ROAD, NAGPUR-440013, MAHARASHTRA-440013, India

विक्रेता विवरण Seller Details
जेम विक्रेता आईडी GeM Seller ID : PG15210002669748 कंपनी का नाम Company Name : PRIME PROTECTIVE EQUIPMENTS संपर्क नंबर Contact No. : 09433048563 ईमेल आईडी Email ID : primeprotective21@gmail.com पता Address : DO, DO, DO, DO, Village/Town:- DO, City:- DO, Kolkata, WEST BENGAL-700141, India एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-WB-18-0004289 जीएसटीआईएन GSTIN: 19AAZFP8391C1ZF (R) , (M)
खरीदार द्वारा मूल्यांकित एमआईआई स्थिति MII Status as evaluated by buyer : Verified खरीदार द्वारा सत्यापित एमएसएमई स्थिति MSME Status as verified by buyer : Verified एमएसई सामाजिक श्रेणी MSE Social Category : General एमएसई लिंग श्रेणी MSE Gender : Male

*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Consignee

वितरण निर्देश | Delivery Instructions : NA

उत्पाद विवरण Product Details						
#	आइटम विवरण Item Description	आइटम विवरण Ordered Quantity	इकाई Unit	इकाई मूल्य (INR) Unit Price (INR)	कर विभाजन (INR) Tax Bifurcation (INR)	मूल्य (INR में सभी शुल्क और कर सहित) Price (Inclusive of all Duties and Taxes in INR)
1	उत्पाद का नाम Product Name : Lot No. 1 Mining type Safety Helmet Adjustable With Lamp Buckle Clip ब्रांड Brand : UNBRANDED- PRIME PROTECTIVE EQUIPMENTS ब्रांड प्रकार Brand Type : NA कैटलॉग की स्थिति Catalogue Status: NA कैसे बेचा जा रहा है Selling As : NA श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : NA (-) मॉडल Model: 8002 एचएसएन कोड HSN Code: 65061010	4,705	pieces	99	जीएसटी GST (18%) : 71,053.475 जीएसटी उपकर 1 GST Cess 1 (0%) : 0 जीएसटी उपकर 2 GST Cess 2 (0 per accounting unit) : 0 जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी) Input Tax Credit (ITC) on GST1 (100%) : 71,053.475 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (0%) : 0	465,795
कुल ऑर्डर मूल्य Total Order Value (in INR)						465,795
परेषिती विवरण Consignee Detail						
						वितरण पूरा कब

2.3 Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

2.4 Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

2.5 Generic

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

2.6 Generic

The seller is required to print logo as per buyer's requirement.

2.7 Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

2.8 Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

2.9 Scope of Supply:

Scope of supply (Bid price to include all cost components) : Only supply of Goods

2.10 Purchase Preference (Centre):

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.

2.11 Purchase Preference (Centre):

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

2.12 Certificates:

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

2.13 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

Bidder to confirm clause mentioned in Buyer ATC in their offer:

1. This purchase is also governed by the General Terms and Conditions: <https://gem.gov.in/termsCondition>

2. DELIVERY SCHEDULE: For all Schedule/Lot within 50 days from the date of receipt of GeM contract.

3. SAFETY HELMETS: Mining Helmets Qty. 4705 Nos.

- i. Red 200 Nos.
- ii. White 4155 Nos.
- iii. Yellow 350 Nos.

4705 Nos.

Executive Safety Helmet Qty. 1600 Nos.

i. White Colour 1000 Nos.

ii. Green Colour 600 Nos.

1600 Nos.

4. MSE BID: This is an MSE specific bid. Those firms who fall in the category of Micro and Small unit are only eligible to submit their bid. The tendered items should be covered in their MSE Udyam Certificate. This certificate should be uploaded with their bid.

5. FOR EMD EXEMPTION BIDDER(S):

The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid [May refer Point No.4(xiii),(n) of GTC (General Terms & Conditions) with amendments, if any]. Under MSE category, only Manufacturers for Goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy. In absence of valid EMD Exemption document, the bid will be out-rightly/summarily rejected and no correspondence in this regard shall be entertained.

Step I: The participating bidders under this category should mandatorily mention the exemption document type in their offer on GeM Portal.

Step-II: Upload the relevant document in the upload link on GeM Portal. The status of MSE shall be decided based on the uploaded document and if found in line then only, their offer shall be considered for further evaluation. In short, mentioning the exemption document type in their offer on GeM Portal & uploading the same on GeM portal is mandatory, failing which the offer shall be rejected outrightly.

C: PSUs: State/Central Govt. Organization/PSUs are exempted from submission of EMD/SD. However, they should mandatorily mention the document type in their offer on GeM portal for getting exemption and Upload the relevant document with their offer on GeM portal, failing which the offer shall be rejected outrightly.

6. FIRM PRICE: Prices quoted/bidder shall remain FIRM till supply is completed satisfactorily in all respects. Price variation clause will not be accepted.

7. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only. Please provide details of Contact person name, designation, Mobile & e-mail ID for correspondence.

7.1 For Madhya Pradesh State Mines/Plant: The material shall be despatched & invoiced from supplier's invoicing location & invoice should be generated on consignee as per bid document. i.e. IN THE TAX INVOICE TO BE ISSUED BY THE SUPPLIER, SHIP TO PARTY & BILLED TO PARTY WILL BE: CONSIGNEE AS PER BID DOCUMENT WITH GSTN : 23AAACM8952A1ZT FOR MADHYA PRADESH STATE SUPPLY.

7.2 For Maharashtra State Mines/Plant: The material shall be despatched & invoiced from supplier's invoicing location & invoice should be generated on consignee as per bid document. i.e. IN THE TAX INVOICE TO BE ISSUED BY THE SUPPLIER, SHIP TO PARTY & BILLED TO PARTY WILL BE: CONSIGNEE AS PER BID DOCUMENT WITH GSTN: 27AAACM8952A1ZL FOR MAHARASHTRA STATE SUPPLY.

8. DESPATCH/TRANSPORTATION THROUGH REGISTERED COMMON CARRIER: In the event you are successful tenderer and you intend to dispatch/transport the ordered material by road, it will be through "Registered Common Carrier" [as per guidelines mentioned in the "Carriage by Road Act 2007" and subsequent amendments (if any)]. In case of non-compliance, action shall be imposed as deemed fit, as per the above mentioned "Carriage by Road Act 2007".

9. PERFORMANCE BANK GUARANTEE: It is mandatory on part of supplier to submit the Performance Bank Guarantee 5% of total value of order for period of 14 Months as mentioned in bid document.

- Bank Details: MOIL Limited, Nagpur

- Name of the Bank & Branch: IDBI Bank, Gupta House, Ravindranath Tagore Road, Civil Lines Nagpur-440001

- IFS Code: IBKL0000389

- Current Account No. 041102000018027.

- The PBG will be submitted through Structured Financial Management System(SFMS) platform

- Performance bank guarantee to be uploaded on GeM Portal within 15 days of award of contract on GeM, as per General Terms and Conditions (GTC) on GeM, [refer clause no. 7, ii]. Hard copy to be submitted to JGM (Fin.), MOIL LTD., "MOIL BHAWAN" 1A Katol Road, Nagpur-440013.

Performance Bank Guarantee is to be furnished by a specified date (generally fifteen days after notification of award) and it should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

The performance security will be forfeited in the event of a breach of contract by the bidder/contractor. It shall be refunded to the bidder/contractor without interest, after he duly performs and completes the contract in all respects but not later than sixty days of completion of all such obligations including the warranty under the contract.

10. ARBITRATION CLAUSE: Disputes & Arbitration (for PSUs only)- "All the Disputes and differences arising out of or in any way touching or concerning this agreement between the parties shall be resolved by a reference to the permanent Machinery of Arbitrators (PMA) i.e. to the Sole Arbitrator in the department of Public Enterprises a

s per the O.M. No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22/05/2018 issued by the Department of Public Enterprises, Ministry of Heavy Enterprises (Govt. of India) and for all purposes of the arbitration the rules and procedure prescribed therein shall be applicable”.

11. NO DEVIATION CERTIFICATE: We certify that, “there is no deviation in the offer submitted by us, from the Bid/tender terms & conditions on GeM Portal. In case if there is any difference in any terms & conditions, the same may be ignored and considered to have been accepted by us into to as per bid document on GeM”. Bidder to upload the “No Deviation Certificate”.

12. DECLARATION UNDER COMPANIES ACT:

The firm/individual while submitting the tender should submit the under mentioned declaration duly signed.

We declare that “None of our proprietor / partner / Director of the firm/ company has any relationship within the meaning of Section 6 of the Companies Act 2013 with any of the employee working in MOIL Ltd. or Director of MOIL”.

If the proprietor / partner / Director of the firm/ company has any relationship within the meaning of Section 6 of the Companies Act 2013 with any of the employee working in MOIL Ltd or Director of MOIL shall declare the same in his bid.

13. JURISDICTION: All questions, disputes or differences, arising under, outside or in connection with the tender/order contract shall be subject to the exclusive jurisdiction of the Courts at Nagpur only.

14. DISPUTE: In the event of dispute arising out of this contract, the decision of Chairman-Cum Managing Director or MOIL Ltd. shall be final & binding.

15. REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA): It is certified that the tender is compliant to PPP MII order & shall be finalised keeping in view of all its updates. The instant tender shall be inter-alia subject to “Revised Public Procurement (Preference to Make in India), Order 2017 Revision, (as amended from time to time) bearing No. P-45021/2/2017 PP (BE-II) issued by the Government of India, Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (Public Procurement Section)” dated 16/09/2020. The tenderers who wish to take the preference under the said Order dated 16/09/2020 shall mandatorily be required to submit the requisite documents as prescribed under the Public Procurement (Preference to Make in India), Order 2017- Revision. Only after satisfactory submission of the requisite documents benefits under the aforesaid Order shall be provided. Revised order or any updates may be accessed at DPIIT's website: <https://dipp.gov.in/public-procurements> Only to facilitate, we may request to refer Clause No.9(a) & (b) of above order towards “Verification of Local Content” reproduced hereunder and upload as applicable:

a. The ‘Class-I local supplier’/‘Class-II local supplier’ at that time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that, the item offered meets the local content requirement for ‘Class-I local supplier’/‘Class-II local supplier’, as the case may be. They shall also give details of the location(s) at which the local value addition is made.

b. In cases of procurement for a value in excess of Rs.10 Crores, the ‘Class-I local supplier’/‘Class-II local supplier’ shall be required to provide a certificate from

i) Statutory auditor or cost auditor of the company (in the case of companies) or

ii) A practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

In event of non-submission of the above documents, your offer shall be liable to be ignored.

Kindly upload the certificate giving the percentage (%) of local content and give details of the location(s)/address(es) at which the local value addition is made. As per Revised Public Procurement (Preference to Make in India), Order 2017, on 16/09/2020 enclosed, Clause No.3, bidder to mention in which category their firm belong i.e. Class-I Local Supplier/ Class-II Local Supplier/ Non-Local Supplier. Kindly upload the certificate by mentioning the Class.

In view of above, you are requested to kindly provide the self-Certification as “We certify that item(s) offered/quoted in tender has got _____ % of local content and the details of the location(s) at which the local value addition is made is _____”. Bidder to submit the “% of local content & location of local content” with their offer.

16. RESTRICTIONS ON PUBLIC PROCUREMENT FROM CERTAIN COUNTRIES: In this regard bidder may please refer Office Memorandum No. 6/18/2019-PPD dt.23-07-2020 & subsequent orders issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India towards restrictions on Public Procurement from certain countries.

Referring to the above, the Local Suppliers should submit the certificate as under:

“We have read the clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India and we hereby certify that our firm is not from such a country and is eligible to be considered”

17. Bidder to confirm location from where the materials shall be invoiced upto Destination basis as per consignee mentioned in bid document (Complete address, Name of the Bidder (Company/Firm) along with Telephone No. & Fax No., Name of person, Mobile No., e-mail ID of the bidder to be given).

18. PAST SUPPLIES: Bidder(s) is requested to submit/upload the supply order copies for tendered item(s) as documentary evidence towards past supplies from Govt. Deptt./Govt. Undertaking, Enterprises/Customer.

19. TAXES: Payment of Tax is primarily the responsibility of the seller and will not be paid unless it is clearly shown on the quotation as payable extra. Any change in taxation during the tenure of contract, will be as per applicable

cable statute. Under GST regime registration under GST is made mandatory. You shall mention your GST provisional Id's (In case your supply is from more than one location mention all relevant GST's) in the quotation. Offers received from company/firm/individual without GST provisional Id's are liable to be rejected provided they fall within the preview of GST. Timely compliance of GST Provisions and filing of GST returns is the responsibility of the bidder. Any non-compliance may result in withholding of bills partly or fully until it is reflected in form GSTR-2A.

19.1 TDS under GST shall be deducted as per the applicable GST Provisions.

20. Bidder/supplier to ensure that the validity of the Statutory Certificate /Competency Certificate shall be valid during tender finalization and execution stage.

21. Bidder to submit ITR/Profit & Loss statement/Balance Sheet to substantiate applicability of GST

22. **TReDS PLATFORM:** It may be noted that Government of India has implemented Trade Receivable Discounting System (TReDS) to address challenges faced by MSMEs in delayed payments (after receipt/acceptance of Material/Services) from Government buyers leading to shortfall of Working Capital. TReDS is an online electronic institutional mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers. MOIL Ltd., is already registered on the following TReDS platform:

M/s. A. TREDS (Invoicemart), Mumbai

"MSME Bidders are required to register on the TReDS platform. The MSME vendors can avail the TReDS facility, if they want to".

All MSE vendors/suppliers are advised to get themselves registered on TReDS platform (www.treds.in) accordingly.

23. Bidders who have not performed satisfactorily in the earlier Tenders/Work Orders OR have violated the terms of NIT, MOIL Ltd. reserves the right to dis-qualify that bidder.

24. DETAILS OF THE LOCATION OF MINES & PLANTS SITUATED:

NAME OF MINES & POSTAL ADDRESS	OFF DAY/ AUTHORITY TO BE CONTACTED
KANDRI MINE PO-Kandri, Tah - Ramtek, Distt.- Nagpur (MS), PIN: 441401. Tel.: 07114-268179 (Off.) 268149 (Res.), 268150 (NOS Kandri)	Thursday Mine Manager

NOTE: BIDDER TO CONFIRM / ACCEPT ABOVE CLAUSES ALONG WITH THEIR OFFER ON GEM:

SIGN. & DATE OF AUTHORISED SIGNATORY: _____
NAME OF AUTHORISED SIGNATORY: _____
DESIGNATION OF AUTHORISED SIGNATORY: _____
SEAL OF FIRM: _____

ANNEXURE-A

FORMAT FOR UNDERTAKING TO BE SUBMITTED/UPLOADED BY BIDDER ALONG WITH THE TENDER DOCUMENTS

I (Name and Designation) appointed as the attorney/ authorized signatory of the bidder (including its constituents) M/s. (hereinafter called the bidder) the purpose of the Tender Documents for as per the tender No..... of(MOIL), do hereby solemnly affirm and state on the behalf of the bidder including its constituents as under:

1. I/We the bidder(s) am/are signing this document after carefully reading the contents of the above mentioned tender.
2. I/We declare and certify that I/we have not made any misleading or false representation anywhere in the tender submitted including the annexure thereto.
3. I/We also understand that my/ our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
4. I/We declare that the information and documents submitted along with the tender documents by me/ us are complete and correct and I/we are fully responsible for the authenticity and correctness of the information and documents, submitted by us.
5. I/We understand that at any time during process for evaluation of tenders, if any information / document submitted by me / us are found to be suppressing facts / forged / false / fabricated / fudged or incorrect, it shall lead to forfeiture of the EMD, if submitted and initiating any legal action as deemed fit the MOIL. Further, I/we.....

..... (Name of the Bidder) and all my/ our constituents understand that my/ our offer shall be summarily rejected.

6. I/We also understand that at any time after award of contract, if the certificate(s) submitted by me / us are found to be suppressing facts / false/ forged/ fabricated / fudged or incorrect, it may lead to termination of the contract, along with forfeiture of EMD / SD and Performance Guarantee if submitted, besides any other action provided in the contract and initiating any legal action as deemed fit by MOIL.

7. We declare that "None of our proprietor / partner / Director of the firm/ company has any relationship within the meaning of Section 6 of the Companies Act 2013 with any of the employee working in MOIL Ltd or Director of MOIL".

8. We certify that, "there is no deviation in the offer submitted by us, from the Bid/tender terms & conditions on GeM Portal. In case if there is any difference in any terms & conditions, the same may be ignored and considered to have been accepted by us into to as per bid document on GeM".

9. Despatch/Transportation Through Registered Common Carrier: In the event you are successful tenderer and you intend to dispatch/transport the ordered material by road, it will be through "Registered Common Carrier" [as per guidelines mentioned in the "Carriage by Road Act 2007" and subsequent amendments (if any)]. In case of non-compliance, action shall be imposed as deemed fit, as per the above mentioned "Carriage by Road Act 2007".

SEAL AND SIGNATURE OF THE BIDDER

Place:

Date:

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिंट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.