

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687718121076

अनुबंध तिथि | Generated Date : 09-Feb-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/3906877](#)

अनुसूची नाम | Schedule Name: Schedule 4, Schedule 5

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्ररूप Type : Central PSU	पद Designation : Dy General Manager Materials
मंत्रालय Ministry : Ministry of Steel	संपर्क नंबर Contact No. : 9960-638248-
विभाग Department : MOIL Limited	ईमेल आईडी Email ID : ajaykolte@moil.nic.in
संगठन का नाम Organisation Name : MOIL Limited	जीएसटीआईएन GSTIN : 27AAACM8952A1ZL
कार्यालय क्षेत्र Office Zone: MOIL Limited	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	Role: PAO
प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: Chairman-cum-Managing Director	भुगतान का तरीका Payment Mode: Offline
वित्तीय अनुमोदन का पदनाम Designation of Financial Approval: Director-Finance	पद Designation : PAO PURCHASE HO1
	ईमेल आईडी Email ID : akd@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 :	Z9GP210002053043
कंपनी का नाम Company Name :	CENTRAL SWITCHGEARS PRIVATE LIMITED
संपर्क नंबर Contact No. :	09975464077
ईमेल आईडी Email ID :	centralswitchgears777@gmail.com
पता Address :	8, TANKSALE COMPLEX, OPPOSITE NMC WATER WORKS DEPARTMENT, SITABULDI, NAGPUR, MAHARASHTRA-440012, -
एमआईआई स्थिति MII Status :	True
एमएसएमई सत्यापित MSME verified :	Yes
एमएसएमई पंजीकरण संख्या MSME Registration number :	UDYAM-MH-20-0048247
एमएसएमई सामाजिक श्रेणी MSE Social Category :	General
एमएसएमई लिंग श्रेणी MSE Gender :	Male
जीएसटीआईएन GSTIN:	27AADCC3573C1ZX

*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 : Within 15 days of award of contract, PBG@10% to be uploaded on GeM & SD@5% to be submitted. Invoice to be generate on address of Consignee with Consignee GSTIN ONLY. GSTN for MS State 27AAACM8952A1ZL, GSTN for MP State 23AAACM8952A1ZT.

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 : Power Transformer 500KVA (0.8MVA) , 11KV/415V ब्रांड Brand : Central switchgear pvt ltd ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status : Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : Power Transformer 500KVA (0.8MVA) , 11KV/415V (Q3) मॉडल Model: Power Transformer 500KVA (0.8MVA) , 11KV/415V एचएसएन कोड HSN Code: HSN not specified by seller	1	set	1,290,625	जीएसटी GST (18%) : 196,875 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 GSTI (100%) : 196,875 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (0%) : 0	1,290,625
	उत्पाद का नाम Product Name : Power Transformer 200KVA, 11KV/433V ब्रांड Brand : Central switchgear pvt ltd ब्रांड प्रकार Brand Type : Unbranded				जीएसटी GST (18%) : 106,978.271 जीएसटी उपकर 1 GST Cess 1 (0%) : 0 जीएसटी उपकर 2 GST Cess 2 (0 per accounting unit) : 0	

2	कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : Power Transformer 200KVA, 11KV/433V (Q3) मॉडल Model: Power Transformer 200KVA, 11KV/433V एचएसएन कोड HSN Code: HSN not specified by seller	1	set	701,302	जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी) Input Tax Credit (ITC) on GST1 (100%) : 106,978.271 जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 (0%) : 0 जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 (0%) : 0	701,302
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कुल ऑर्डर मूल्य | Total Order Value (in INR)

1,991,927

परोक्षिती विवरण | Consignee Detail

क्र.सं. S.No	परोक्षिती Consignee	वस्तु Item	लॉट नंबर Lot No.	मात्रा Quantity	दिनांक के बाद डिलीवरी शुरू करना है Delivery Start After	वितरण पूरा कब तक करना है Delivery To Be Completed By
1	पद Designation :- ईमेल आईडी Email ID : pradeepmendhe@mail.nic.in संपर्क Contact : 99754-33644- जीएसटीआईएन GSTIN : 27AAACM8952A1ZL पता Address : GUMGAON MINE ,PO:KHAPA,TAH:SAONER,DIST:NAGPUR, NAGPUR, MAHARASHTRA-441401, India	Power Transformer 200KVA, 11KV/433V	-	1	09-Feb-2024	09-May-2024
2	पद Designation :- ईमेल आईडी Email ID : mandarsengupta@mail.nic.in संपर्क Contact : 9923-185180- जीएसटीआईएन GSTIN : 23AAACM8952A1ZT पता Address : UKWA MINE,BAIHAR ROAD, PO:UKWA,TAH:PARASWADA, DIST:BALAGHAT, MADHYA PRADESH, BALAGHAT, MADHYA PRADESH-481105, India	Power Transformer 500KVA (0.8MVA) , 11KV/415V	-	1	09-Feb-2024	09-May-2024

Product Specification for Power Transformer 500KVA (0.8MVA) , 11KV/415V

विनिर्देश Specification	उप-विनिर्देश Sub-Spec	मूल्य Value
Custom Specification	Custom Specification	Yes

विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:

1. SpecificationDocument1	mkp.gem.gov.in/catalog_data/catalog_support_document/10/78/245/CatalogAttrs/SpecificationDocument/2023/9/20/2023_09_20_13_04_18_melcon_catalogue_2023-09-20-13-04-23_f667eaeab5421257b470500eaea9b0aa.pdf
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खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/9439874/54/78/703/CatalogAttrs/SpecificationDocument/2023/8/23/I_4_uk_tech_spec_0_5mva_xmer_ukw_2023-08-23-10-58-57_de71ab8c6b414695de017237ca4a7914.pdf
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Product Specification for Power Transformer 200KVA, 11KV/433V

विनिर्देश Specification	उप-विनिर्देश Sub-Spec	मूल्य Value
Custom Specification	Custom Specification	Yes

विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:

1. SpecificationDocument1	mkp.gem.gov.in/catalog_data/catalog_support_document/10/78/245/CatalogAttrs/SpecificationDocument/2023/9/20/2023_09_20_13_08_13_melcon_catalogue_2023-09-20-13-08-17_85b4e91da9b2635820f69053abf2af11.pdf
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खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/9439874/54/78/703/CatalogAttrs/SpecificationDocument/2023/8/23/I_5_gm_tech_spec_200kva_xmer_gum_2023-08-23-11-04-44_a38dcf4beaf378387698c6e08e5c2a08.pdf
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ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक Advisory Bank :	IDBI Bank
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ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	10.00
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बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा | The bidder shall furnish ePBG as applicable as per bid's terms and conditions

आरसीएम/एफसीएम के संबंध में सामान्य खंड | General Clauses w.r.t RCM/FCM

1. Where ever RCM is applicable, for sellers (Regular GST registered seller who opted out of FCM as per notifications of GST like GTA , unregistered seller), Buyer have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this contract. Seller will invoice buyer with Zero GST and GST cess.
2. For Registered sellers as per FCM, rates will be inclusive of prescribed rate of GST and GST cess. ITC available to buyer as shown in the bid document have been applied while evaluating the bids. Seller has liability of paying the GST and GST cess to the govt and same will be charged from buyer while invoice.
3. For Registered sellers who opted for RCM while quoting for specified category under section 9(3) like GTA rates will be exclusive of GST and GST cess. GST and GST cess as indicated by the buyer in the bid document payment of GST and GST Cess will be the liability of buyer.
4. For Unregistered sellers Liability of payment of GST and GST cess is in Buyers scope. GST and GST cess as indicated by the buyer in the bid document will be the liability of buyer . Unregistered seller will invoice buyer with zero GST and Zero GST cess.
5. For sellers under Composition Scheme: There is no liability of payment of GST and GST cess in Buyers cope. Seller will invoice Zero GST and GST cess in the invoice to buyer.

नियम और शर्तें | Terms and Conditions

1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 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) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2. Buyer Added Bid Specific Terms and Conditions-

2.1 Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2.2 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

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

1: The Sellers/Bidders who are not in the category of EMD exemption:

Step-I: The intending bidders should submit Earnest Money (schedule/item wise) mentioned in bid documents to MOIL Ltd., alongwith their offer otherwise their offer will summarily rejected. EMD should be deposited Electronically (RTGS/NEFT) from Nationalised/ Scheduled Bank only in the designated account as under:

- a: Name of Bank & Branch: IDBI Bank, Civil Lines Branch, Nagpur
- b: Account No. 0041102000038465
- c: IFS Code: IBKL0000041

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy/proof of the Online Payment Transfer along with bid. Bidders are requested to upload the EMD details in format mentioned below. EMD should be deposited in one go and exact amount should be reflected in our bank statement on or before the opening date & time of tender, failing which the offer shall be rejected outrightly.

Step-II: After remittance of Earnest Money as above, **UTR No./Reference No. in case of IDBI Bank should be submitted by participating bidder in their offer on GeM Portal.** The receipt of EMD shall be verified by MOIL Ltd., against details of the UTR No. /Reference No. in case of IDBI Bank and offers of those participating bidders whose receipt of EMD is confirmed by Finance Department, MOIL Ltd. , shall be considered for further evaluation. In short, mentioning the correct UTR No. /Reference No. in case of IDBI Bank in their offer on GeM Portal is **mandatory**, failing which the offer shall be rejected outrightly.

NOTE: EMD of the successful bidder shall be returned within 30 days of submission of Performance Bank Guarantee/Security Deposit as per contractual terms or thirty days of successful completion of contract, whichever occurs earlier.

EMD shall be forfeited if any bidder withdraws their offer before finalization of this tender.

Format for submitting details of EMD deposited.

Bid Number: _____

Name of Bidder: _____

Bidder PAN No.: _____

Bidder location of despatch GSTIN No. _____

Bidder Bank Account No. _____

Bidder Bank IFSC Code: _____

Authorised person Name : _____

Mobile no. & e-mail ID of Authorised person: _____

Schedule	Description of Item/ Category	Correct UTR No. /Reference No	Date	Amount
Schedule 1	Lot No. 1 Power Transformer 315KVA, 11KV/433V			5,000.00
Schedule 2	Lot No. 2 Power Transformer 250 KVA, 11KV/433V			5,000.00
Schedule 3	Lot No. 3 Power Transformer 63KVA, 33KV/230V			5,000.00
Schedule 4	Lot No. 4 Power Transformer 500KVA (0.8MVA) , 11KV /415V			5,000.00
Schedule 5	Lot No. 5 Power Transformer 200KVA, 11KV/433V			5,000.00

Enclosed: Payment Receipt towards
above UTR No. /Reference No.

Signed:

Designation:

Corporate Seal :

2: 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 outrightly/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 **mandatorily** failing which the offer shall be rejected outrightly.

C: PSUs: All Central/State Government 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 within their offer on GeM portal,** failing which the offer shall be rejected outrightly.

3: Security Deposit: Successful bidder will have to deposit Security Deposit @5% of total value of order. Kindly therefore remit Security Deposit @5% of total value of order towards amount of security deposit by way of online payment/ NEFT/RTGS into MOIL's Current Account No. 0041102000038465, IDBI Bank, Civil Lines Branch, Nagpur, IFSC: IBKL0000041 within 15 days from date of notification of award or placement of order.

Supplier has to inform the UTR No. and Purchase Order/Contract No. to the office of JGM (Fin.) & JGM (Mtls.) "MOIL BHAWAN", 1A, Kato Road, Nagpur -440013 through letter/e-mail [e-mail-ID of concerned dealing Finance officer (akd@moil.nic.in) & copy to Material officer (ajaykolte@moil.nic.in)] as under:

"Security Deposit Rs.....deposited on dtd..... vide UTR No..... against Purchase Order/Contract No.....".

Until the S.D. amount is deposited, invoice shall not be treated as admissible and shall not be processed for payment.

This is mandatory on part of supplier to remit the Security Deposit & submit details to JGM (Fin.), MOIL LTD., "MOIL BHAWAN", 1A, Kato Road, Nagpur-440013/ on e-mail: akd@moil.nic.in within 15 days from date of notification of award or placement of order.

Security Deposit will be released within 30 days after acceptance of material, successful installation & commissioning (if required) and receipt of Performance Bank Guarantee(s).

4: Revised Public Procurement (Preference to Make in India): Kindly upload the certificate giving the percentage (%) of local content and give details of the location(s)/address(s) at which the local value addition is made.

As per Revised Public Procurement (Preference to Make in India), Order 2017, on 16/09/2020, 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.

5: 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.

5.1: INSTRUCTION TO SUPPLIER FOR GENERATING INVOICE:

For Balaghat Mine: The material shall be despatched & invoiced from supplier's invoicing location & invoice should be generated on consignee Mine Manager, MOIL Ltd., Balaghat Mine, P.O. Bharweli, Dist. Balaghat (MP), PIN: 481102 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 BALAGHAT MINE MADHYA PRADESH STATE SUPPLY.

For Gumagaon Mine: The material shall be despatched & invoiced from supplier's invoicing location & invoice should be generated on consignee Mine Manager, MOIL Ltd., Gumagaon Mine, PO-Khapa, Tah-Saoner, Distt.-Nagpur (MS), PIN: 441101 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 GUMAGAON MINE MAHARASHTRA STATE SUPPLY.

For Ukwa Mine: The material shall be despatched & invoiced from supplier's invoicing location & invoice should be generated on consignee Mine Manager, MOIL Ltd., Ukwa Mine, PO-Ukwa, Tah-Baihar, Distt.Balaghat (MP),PIN: 481105 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 UKWA MINE MADHYA PRADESH STATE SUPPLY

Schedule	Description of Item/ Category	Qty	Address of Consignee & GST N
Schedule 1	Lot No. 1 Power Transformer 315KVA, 11KV/433V	1	Mine Manager, MOIL Ltd., Balaghat Mine, P.O. Bharweli, Dist. Balaghat (MP), PIN: 481102 GSTN: 23AAACM8952A1ZT
Schedule 2	Lot No. 2 Power Transformer 250 KVA, 11KV/433V	1	Mine Manager, MOIL Ltd., Balaghat Mine, P.O. Bharweli, Dist. Balaghat (MP), PIN: 481102 GSTN: 23AAACM8952A1ZT
Schedule 3	Lot No. 3 Power Transformer 63KVA, 33KV/230V	1	Mine Manager, MOIL Ltd., Balaghat Mine, P.O. Bharweli, Dist. Balaghat (MP), PIN: 481102 GSTN: 23AAACM8952A1ZT
Schedule 4	Lot No. 4 Power Transformer 500KVA (0.8MVA), 11KV/415V	1	Mine Manager, MOIL Ltd., Ukwa Mine, PO-Ukwa, Tah-Baihar, Distt.Balaghat (MP),PIN: 481105 GSTN: 23AAACM8952A1ZT
Schedule 5	Lot No. 5 Power Transformer 200KVA, 11KV/433V	1	Mine Manager, MOIL Ltd., Gumagaon Mine, PO-Khapa, Tah-Saoner, Distt.-Nagpur (MS), PIN: 441101 GSTN: 27AAACM8952A1ZL

6: 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).

7: 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. Dept/ Govt. Undertaking, Enterprises/ Customer.

8: 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 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.

Supplier must furnish/upload the necessary documents for availing of GST Input Tax Credit (ITC) as per GST Law.

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

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

10: 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.

11: 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.

12: Pre-Despatch Inspection: Kindly inform (In writing) to us regarding readiness of the ordered material atleast 15 days in advance to carry out Pre-despatch inspection by our Authorised representative.

Supplier to Mandatory mention following details on e-mail ID: ajaykolte@moil.nic.in while informing the regarding readiness of the ordered material:

- Please mention the details address of location for PDI.
- Contact Person Name, Mobile & Email ID at location of PDI.
- Mention the exact date for carrying out PDI.

13: It is mandatory on part of supplier to submit the Performance Bank Guarantee@10% of total value of order for period of **18 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" 1 A 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

14: 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 as 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".

15: 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.

16: 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 in toto as per bid document on GeM". Bidder to upload the "No Deviation Certificate".

17: Format for undertaking to be submitted/uploaded by bidder along with the tender documents (Refer Annexure-A).

ANNEXURE-A: FORMAT FOR UNDERTAKING TO BE SUBMITTED/UPL
LOADED 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 foras 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 annexures 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 in toto as per bid document on GeM"*.

SEAL AND SIGNATURE OF THE BIDDER

Place:

Date:

2.3 Buyer Added Bid Specific ATC:

Buyer uploaded ATC document [Click here to view the file](#).

2.4 Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

AS PER CONSIGNEE ADDRESS GIVEN IN BID DOCUMENT. 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 for Maharashtra State Supply: 27AAACM8952A1ZL & GSTN for Madhya Pradesh State Supply: 23AAACM8952A1ZT.

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

2.5 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 %.

2.6 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.

2.7 Generic

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

2.8 Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

2.9 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.

2.10 Scope of Supply:

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

2.11 Purchase Preference (Centre):

Indian suppliers of this item are not allowed to participate and/ or compete in procurement by some foreign governments. Bidders / products from such countries are not eligible / not allowed to participate in this bid in terms of clause 1 (d) of Public Procurement (Preference to Make in India) Order, 2017

2.12 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.

2.13 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.

2.14 Service & Support:

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

2.15 Service & Support:

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

2.16 Inspection:

Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER): Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages.

When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

2.17 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.

2.18 Warranty:

Warranty period of the supplied products shall be as given in specifications 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.

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