

## Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687735041600

Generated Date | अनुबंध तिथि: 08-Jan-2024

Bid/RA/PBP No. | बोली/आरए/पीबीपी संख्या: [GEM/2023/B/4390322](#)

Organisation Details   संगठन विवरण	Buyer Details   खरीदार विवरण
Type   प्ररूप: State Government	Designation   पद: Assistant Account officer
Ministry   मंत्रालय: -	Contact No.   संपर्क नंबर: 022-23075165-
Department   विभाग: Home Department Maharashtra	Email ID   ईमेल आईडी: acp-1.mt.mum@mahapolice.gov.in
Organisation Name   संगठन का नाम: Mumbai Police	GSTIN   जीएसटीआईएन: -
Office Zone   कार्यालय क्षेत्र: ADDITIONAL COMMISSIONER OF POLICE MOTOR TRANSPORT	Address   पता: Office of The Additional Commissioner of Police, Motor Transport Section, Shephard Road, Nagpada, MUMBAI, MAHARASHTRA-400008, India

Financial Approval Detail   वित्तीय स्वीकृति विवरण	Paying Authority Details   भुगतान प्राधिकरण विवरण
IFD Concurrence   आईएफडी सहमति: No	Role: BUYER
Designation of Administrative Approval   प्रशासनिक अनुमोदन का पदनाम: Addl. CP (motor transport)	Payment Mode   भुगतान का तरीका: Offline
Designation of Financial Approval   वित्तीय अनुमोदन का पदनाम: Addl. CP (motor transport)	Designation   पद: Assistant Account officer
	Email ID   ईमेल आईडी: acp-1.mt.mum@mahapolice.gov.in
	GSTIN   जीएसटीआईएन: -
	Address   पता: Office of The Additional Commissioner of Police, Motor Transport Section, Shephard Road, Nagpada, Mumbai, MAHARASHTRA-400008, India

Seller Details   विक्रेता विवरण	
GeM Seller ID   जेम विक्रेता आईडी: 0949180000460386	Company Name   कंपनी का नाम: FOREX ENTERPRISES
Contact No.   संपर्क नंबर: 09769634809	Email ID   ईमेल आईडी: forexenterprises2018@gmail.com
Address   पता: GROUND FLOOR,,GREAT WESTERN BLDG,,Shahid Bhagat Singh Road,FORT ,MUMBAI, Mumbai, MAHARASHTRA-400023, -	MSME Registration number   एमएसएमई पंजीकरण संख्या: UDYAM-MH-19-0059647
MSE Social Category   एमएसई सामाजिक श्रेणी: General	MSE Gender   एमएसई लिंग श्रेणी: Male
GSTIN   जीएसटीआईएन: 27AQQPP8728A1ZG	

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

Delivery Instructions | वितरण निर्देश: NA

#	Item Description   आइटम विवरण	Ordered Quantity   आइटम विवरण	Unit   इकाई	Unit Price (INR)   इकाई मूल्य (INR)	Tax Bifurcation (INR)   कर विभाजन (INR)	Price (Inclusive of all Duties and Taxes in INR)   मूल्य (INR में सभी शुल्क और कर सहित)
1	<b>Product Name</b>   उत्पाद का नाम: Hp 208Dw printer <b>Brand</b>   ब्रांड: RAFIQ PRINTING PRESS <b>Brand Type</b>   ब्रांड प्रकार: Registered Brand <b>Catalogue Status</b>   कैटलॉग की स्थिति: Catalogue not verified by OEM <b>Selling As</b>   कैसे बेचा जा रहा है: Reseller not verified by OEM <b>Category Name &amp; Quadrant</b>   श्रेणी का नाम और चतुर्थांश: books (Q4) <b>Model</b>   मॉडल: Hp 208Dw printer <b>HSN Code</b>   एचएसएन कोड: HSN not specified by seller	5	pieces	28,945	GST   जीएसटी (18%) : 22,076.695 GST Cess 1   जीएसटी उपकर 1 (0%) : 0 GST Cess 2   जीएसटी उपकर 2 (0 per accounting unit) : 0 Input Tax Credit (ITC) on GST   जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी)   : - ITC on GST Cess 1   जीएसटी उपकर पर आईटीसी 1 : - ITC on GST Cess 2   जीएसटी उपकर पर आईटीसी 2 : -	144,725
Total Order Value   कुल ऑर्डर मूल्य (in INR)						144,725

Consignee Detail   परेषिती विवरण							
S.No   क्र.सं.	Consignee   परेषिती	Item   वस्तु	Lot No.   लॉट नंबर	Quantity   मात्रा	Delivery Start After   दिनांक के बाद डिलीवरी शुरू करना है	Delivery To Be Completed By   वितरण पूरा कब तक करना है	

1	Designation   पद : - Email ID   ईमेल आईडी : acp-1.mt.mum@mahapolice.gov.in Contact   संपर्क : 022-23075165- GSTIN   जीएसटीआईएन : - Address   पता : Office of The Additional Commissioner of Police, Motor Transport Section, Shephard Road, Nagpada, MUMBAI, MAHARASHTRA-400008, India	Hp 208Dw printer	-	5	08-Jan-2024	23-Jan-2024
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### Product Specification for Hp 208Dw printer

Specification   विनिर्देश	Sub-Spec   उप-विनिर्देश	Value   मूल्य
Physical Characteristics	Type of cover	hard cover
	Number of pages	100
	Length of the book(in mm)	10
	Width of the book(in mm)	10
	Height of the book(in mm)	10
	Weight of the book(in kg)	1
	Number of printing colours	3
Type	Segment/Genre	Body, Mind & Spirit
	Category (Hint:electrical engineering)	Hp 208Dw printer
	Subcategory (Hint:power system)	Hp 208Dw printer
	Volume Number	Hp 208Dw printer
Language	Language	Swahili
Publication Details	Description about the book	Hp 208Dw printerHp 208Dw printerHp 208Dw printerHp 208Dw printerHp 208Dw printerHp 208Dw printerHp 208Dw printerHp 208Dw printerHp 208Dw printerHp 208Dw printerHp 208Dw printerHp 208Dw printerHp 208Dw printerHp 208Dw printerHp 208Dw printer
	Publisher	Hp 208Dw printerHp 208Dw printerHp 208Dw printer
	Title	Hp 208Dw printerHp 208Dw printerHp 208Dw printerHp 208Dw printerHp 208Dw printerHp 208Dw printerHp 208Dw printerHp 208Dw printerHp 208Dw printerHp 208Dw printerHp 208Dw printerHp 208Dw printerHp 208Dw printerHp 208Dw printer
	Subtitle	Hp 208Dw printerHp 208Dw printerHp 208Dw printerHp 208Dw printerHp 208Dw printerHp 208Dw printerHp 208Dw printerHp 208Dw printerHp 208Dw printerHp 208Dw printerHp 208Dw printerHp 208Dw printerHp 208Dw printerHp 208Dw printer
	Author	Hp 208Dw printer
	Author Biography	Hp 208Dw printer
	Edition	Hp 208Dw printer
	Date of publishing	Hp 208Dw printer
	Date of release	Hp 208Dw printer
Country of origin	Hp 208Dw printer	
Certification	ISBN Number (Write "0" if ISBN is not applicable)	0
	BIC Code (Write "0" if BIC code not applicable)	-335

**Note | टिप्पणी:** Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

## ePBG Detail | ईपीबीजी विवरण

Advisory Bank   सलाहकार बैंक :	NA
ePBG Percentage(%)   ईपीबीजी प्रतिशत (%) :	NA

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

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.

## Terms and Conditions | नियम और शर्तें

### 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 Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

#### 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 Scope of Supply:

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

#### 2.5 Turnover:

Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

#### 2.6 Turnover:

OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

#### 2.7 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

This Bid Reserved For Maharashtra State .

Bidder Annual Turnover Should Be Above 3.5 Corer (CA certified)

Government Experience 10 Years And More..

Bidder Will Get Payment Approx. 10 Month And

Priority Near Office Location..

last 3 year Audited balance sheet..

income tax returns of last 3 years..

.sales tax certificate.

Certificate of registration.

of establishment and shop act license certificate/company registration .

,Directorate of Industries certificate. GST certificate, MSME certificate,

ISO 9001-2000, ISO 27001:2022, SA2008. ,IEC 20000-1:2018 certificate .

All documents are compulsory

#### 2.8 Financial Criteria:

NET WORTH: Net Worth of the OEM should be positive as per the last audited financial statement.

#### 2.9 Past Project Experience:

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

#### 2.10 Past Project Experience:

The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and installation / commissioning of same or similar Category Products during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria:

- (i) Single order of at least 35% of estimated bid value; or
- (ii) Two orders of at least 20% each of estimated bid value; or
- (iii) Three orders of at least 15% each of estimated bid value.

Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion

#### 2.11 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.

#### 2.12 Certificates:

ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.

#### 2.13 Certificates:

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

#### 2.14 Warranty:

Warranty period of the supplied products shall be 3 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.

#### 2.15 Warranty:

Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.

#### 2.16 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

#### 2.17 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 79% of total value.

#### 2.18 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.

**2.19 Purchase Preference (Centre)**

Procurement under this bid is reserved for purchase from Micro and Small Enterprises whose credentials are validated online through Udyog Aadhaar/URC for that product/service category. If the bidder wants to avail the reservation benefit, 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.

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

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।