

Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687751662354

Generated Date | अनुबंध तिथि: 11-Jan-2024

Bid/RA/PBP No. | बोली/आरए/पीबीपी संख्या: [GEM/2023/B/4198907](#)

Organisation Details | संगठन विवरण

Type | प्ररूप : Central Government
Ministry | मंत्रालय : Ministry of Education
Department | विभाग : Department of Higher Education
Organisation Name | संगठन का नाम : National Institute of Technology (NIT)
Office Zone | कार्यालय क्षेत्र : Karnataka, Surathkal, Mangaluru

Buyer Details | खरीदार विवरण

Designation | पद : Assistant Registrar
Contact No. | संपर्क नंबर : 0824-0824247-3990
Email ID | ईमेल आईडी : buyer.ncb.ksmtr@gembuyer.in
GSTIN | जीएसटीआईएन : 29AAATN4896K1ZT
Address | पता : NATIONAL INSTITUTE OF TECHNOLOGY KARNATAKA
SURATHKAL SRINIVASANAGAR,
DAKSHINA KANNADA, KARNATAKA-575025, India

Financial Approval Detail | वित्तीय स्वीकृति विवरण

IFD Concurrence | आईएफडी सहमति : No
Designation of Administrative Approval | प्रशासनिक अनुमोदन का पदनाम : Dean (Planning & Development)
Designation of Financial Approval | वित्तीय अनुमोदन का पदनाम : Dean (Planning & Development)

Paying Authority Details | भुगतान प्राधिकरण विवरण

Role : PAO
Payment Mode | भुगतान का तरीका : Offline
Designation | पद : Deputy Registrar (Accounts)
Email ID | ईमेल आईडी : rmohan@nitk.ac.in
GSTIN | जीएसटीआईएन : N
Address | पता : NATIONAL INSTITUTE OF TECHNOLOGY KARNATAKA
SURATHKAL SRINIVASANAGAR,
DAKSHINA KANNADA, KARNATAKA-575025, India

Seller Details | विक्रेता विवरण

GeM Seller ID | जेम विक्रेता आईडी : 4M1F210001933803
Company Name | कंपनी का नाम : RB consulting Engineers
Contact No. | संपर्क नंबर : 09738285749
Email ID | ईमेल आईडी : rohan.peter@gmail.com
Address | पता : 3-3-286, Bhattagudda, Bejai,
Dakshina Kannada, KARNATAKA-575004, -
MSME verified | एमएसएमई सत्यापित : No
MSME Registration number | एमएसएमई पंजीकरण संख्या : UDYAM-KR-11-0001733
MSE Social Category | एमएसई सामाजिक श्रेणी : General
MSE Gender | एमएसई लिंग श्रेणी : Male
GSTIN | जीएसटीआईएन : 29AUCPD1253E1Z4

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

Delivery Instructions | वितरण निर्देश : NA

Product Details | उत्पाद विवरण

#	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	Product Name उत्पाद का नाम : 11TR Air-cooled Condensing Unit R410A Single compressor with AHU Brand ब्रांड : VOLTAS Brand Type ब्रांड प्रकार : Registered Brand Catalogue Status कैटलॉग की स्थिति : Catalogue not verified by OEM Selling As कैसे बेचा जा रहा है : Reseller not verified by OEM Category Name & Quadrant श्रेणी का नाम और चतुर्थांश : 11TR Air-cooled Condensing Unit R410A Single compressor with AHU (Q3) Model मॉडल : ACDCUA11013 HSN Code एचएसएन कोड : HSN not specified by seller	1	pieces	1,690,000	NA	1,690,000
Total Order Value कुल ऑर्डर मूल्य (in INR)						1,690,000

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
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	Designation पद : - Email ID ईमेल आईडी : buyer.ncb.ksmtr@gembuyer.in Contact संपर्क : 0824-0824247-3990 GSTIN जीएसटीआईएन : 29AAATN4896K1ZT Address पता : NATIONAL INSTITUTE OF TECHNOLOGY KARNATAKA SURATHKAL SRINIVASANAGAR, DAKSHINA KANNADA, KARNATAKA-575025, India	11TR Air-cooled Condensing Unit R410A Single compressor with AHU	-	1	11-Jan-2024	10-Feb-2024
Product Specification for 11TR Air-cooled Condensing Unit R410A Single compressor with AHU						
Specification विनिर्देश		Sub-Spec उप-विनिर्देश			Value मूल्य	
Custom Specification		Custom Specification			Yes	
Seller Specification Document विक्रेता विशिष्टता दस्तावेज़:						
1. SpecificationDocument1		mkp.gem.gov.in/catalog_data/catalog_support_document/15/85/054/CatalogAttrs/SpecificationDoc ument/2023/11/22/2023_11_22_21_47_09_dsu-pac_cat_2023-3_2023-11-22-21-47- 16_bd8bf80d4f5228aab91f3b3e 1fe9b015.pdf				
Buyer Specification Document खरीदार विशिष्टता दस्तावेज़:						
1. SpecificationDocument		mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/57904/54/78/703/Catalog Attrs/SpecificationDocument/2023/11/10/spec_2023-11-10-15-17- 41_6773010d46e680d43e55827c2332e1d8.pdf				
ePBG Detail ईपीबीजी विवरण						
Advisory Bank सलाहकार बैंक :				State Bank of India		
ePBG Percentage(%) ईपीबीजी प्रतिशत (%) :				3.00		
The bidder shall furnish ePBG as applicable as per bid's terms and conditions बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा						
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 Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address Mr. C.Vairavanathan, Buyer-Co-ordinator, Technical Officer, Central Computer Centre(CCC), NITK, Email id:vairava@nitk.edu.in,Ph number:+91-824-2473083 .						
2.3 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)						
2.4 Warranty: Warranty period of the supplied products shall be 5 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 Warranty: Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 5 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG).Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imberse the cost of such service / rectification to the Buyer.						

2.6 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

(i) The Breakup of BOQ or price Break Up should be uploaded under financial cover only (Financial Document).

(ii) The Self Attested Copy of GST and PAN should be uploaded.

(iii) Declaration of abandoned or suspended any awarded service & Blacklist Certificate should be uploaded.

2.7 Service & Support:

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

2.8 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.

2.9 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.

2.10 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.

2.11 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 %.

2.12 Generic

Consortium: In case of Contracts, wherein the seller alone does not have necessary expertise, the seller can form consortium with other sellers for submission of the bid, with one of the consortium company as leader. However, each and every member of the consortium shall be equally responsible for the complete execution of the project contract. An undertaking to this effect is to be uploaded with bid.

2.13 Service & Support:

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

2.14 Generic

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

2.15 Service & Support:

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

2.16 Generic

End User Certificate: Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.

2.17 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

2.18 Generic

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

2.19 Certificates:

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

2.20 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.

2.21 Generic

Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

2.22 Financial Criteria:

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

2.23 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.

2.24 Purchase Preference (State):

Procurement under this bid is reserved for purchase from Micro and Small Enterprises from the State of Bid Inviting Authority whose credentials are validated online through UDYAM Registration /Udyog Aadhaar (as validated by Government from time to time) for that product 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. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

2.25 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.

2.26 Generic

Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

2.27 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.

2.28 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.

2.29 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.

2.30 Generic

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

2.31 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

2.32 Certificates:

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.

2.33 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.

2.34 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.

2.35 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.

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।