

Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687735957992

Generated Date | अनुबंध तिथि: 06-Jan-2024

Bid/RA/PBP No. | बोली/आरए/पीबीपी संख्या: [GEM/2023/B/3900561](#)

Organisation Details संगठन विवरण		Buyer Details खरीदार विवरण	
Type प्रकृत्या :	Central PSU	Designation पद :	Office Assistant
Ministry मंत्रालय :	Ministry of Finance	Contact No. संपर्क नंबर :	-
Department विभाग :	Department of Economic Affairs	Email ID ईमेल आईडी :	buyer30.spmcils.mh@gembuyer.in
Organisation Name संगठन का नाम :	Security Printing and Minting Corporation of India Limited (SPMCIL)	GSTIN जीएसटीआईएन :	-
Office Zone कार्यालय क्षेत्र:	janpath	Address पता :	India Security Press, Nashik Road Nashik, Maharashtra, NASHIK, MAHARASHTRA-422101, India

Financial Approval Detail वित्तीय स्वीकृति विवरण		Paying Authority Details भुगतान प्राधिकरण विवरण	
IFD Concurrence आईएफडी सहमति:	No	Role:	PAO
Designation of Administrative Approval प्रशासनिक अनुमोदन का पदनाम:	Jt. GM (TO)/Workshop	Payment Mode	Offline
Designation of Financial Approval वित्तीय अनुमोदन का पदनाम :	DGM (F&A)	भुगतान का तरीका:	
		Designation पद :	Deputy Manager FINANCE
		Email ID ईमेल आईडी :	pao4.spmcils.nashik@gembuyer.in
		GSTIN जीएसटीआईएन :	27AAJCS6111J2Z7
		Address पता :	India Security Press, Nashik Road Nashik, Maharashtra, Nashik, MAHARASHTRA-422101, India

Seller Details विक्रेता विवरण	
GeM Seller ID जेम विक्रेता आईडी :	YZ7C210003897111
Company Name कंपनी का नाम :	KENLY PLASTO CHEM
Contact No. संपर्क नंबर :	09833300056
Email ID ईमेल आईडी :	sales@numaticpumps.com
Address पता :	B/9,Razia Manzil Building,SV Road, Opp Alif Hotel,Jogeshwari (West), Mumbai, MAHARASHTRA-400102, -
MSME verified एमएसएमई सत्यापित :	Yes
MSME Registration number एमएसएमई पंजीकरण संख्या :	UDYAM-MH-18-0073684
MSE Social Category एमएसई सामाजिक श्रेणी :	General
MSE Gender एमएसई लिंग श्रेणी :	Male
GSTIN जीएसटीआईएन:	27ADCP6726G1ZS

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

Delivery Instructions वितरण निर्देश : NA	

Product Details उत्पाद 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 : PPDPT-0.5 Polypropylene Air Operated Double Diaphragm Pump Brand ब्रांड : Numatic Pumps Brand Type ब्रांड प्रकार : Unbranded 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 चतुर्धारा : PPDPT-0.5 Polypropylene Air Operated Double Diaphragm Pump (Q3) Model मॉडल: PPDPT-0.5 HSN Code एचएसएन कोड: HSN not specified by seller	2	set	19,849	NA	39,698
Total Order Value कुल ऑर्डर मूल्य (in INR)						39,698

Consignee Detail परेजिटी विवरण		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 करना है तक
	Designation पद : - Email ID ईमेल आईडी : buyer1.spmcils.wb@gembuyer.in	PPDPT-0.5				

1	Contact संपर्क : 0253-2402246- GSTIN जीएसटीआईएन : 27AAJCS6111J2Z7 Address पता : India Security Press, Nashik Road Nashik, Maharashtra, NASHIK, MAHARASHTRA-422101, India	Polypropylene Air Operated Double Diaphragm Pump	-	2	06-Jan-2024	05-Feb-2024
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Product Specification for PPDPT-0.5 Polypropylene Air Operated Double Diaphragm Pump

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

Seller Specification Document | विक्रेता विशेषता दस्तावेज़:

1. Specification Document 1	mkp.gem.gov.in/catalog_data/catalog_support_document/30/68/380/CatalogAttrs/SpecificationDocument/2023/10/18/2023.10_18_11_49_02_1_2023-10-18-11-49-07_a3fec86e65bfa3337d297f8be2b8859.pdf
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Buyer Specification Document | खरीदार विशेषता दस्तावेज़:

1. Specification Document	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/3857735/54/78/703/CatalogAttrs/SpecificationDocument/2023/9/1/tech_spec_of_diaphragm_pump_2023-09-01-09-49-42_67d0a545bc226cee78de3690eb02d2bf.pdf
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ePBG Detail | ईपीबीजी विवरण

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

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 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

1) The Bidder firm should meet following eligibility criteria to qualify in the Techno Commercial Bid:-

- a) **Experience and Past Performance:-** The bidder (manufacturer or principle of authorised representative-hereinafter referred simply as 'The Bidder') should have manufactured / supplied at least 01 Nos. of Diaphragm Pump in any one of the last five years ending on 31.03.2022.

Note: The Experience and Past Performance Criteria is exempted for startups and Micro and Small Enterprises

- b) **Capability:-** The bidder must have an annual capacity to manufacture / supply at least 01 Nos. of Diaphragm Pump.

2). Quantum of LD:- If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 1 0% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.

3). Payment Terms: - Payment will be released within ten (10) days of issue of Consignee Receipt-cum Acceptance Certificate (CRAC) and submission of bills.

4). The bidder has to provide the undertaking on firms' letter head as mentioned below:-

- a) "We have read and accept all the terms & conditions of GIT & GCC of the tender document". Link to GIT & GCC are as follows:-

(i) <https://spmcil.com/uploaddocument/GIT/new.pdf>

(ii) <https://spmcil.com/uploaddocument/GCC/new.pdf>

b) "We agree to accept all terms and conditions of bid document".

5). Ministry of Finance, Department of Expenditure, Public Procurement Division, Orders (Public Procurement 1,2 and 3) F. No. 6/18/2019-PPD dated 23rd/ 24th July 2020 (or any further amendments thereof) regarding eligibility of bidders from specified countries shall be applicable to this tender. Bidders are required submit the appropriate undertaking in this regard. Salient features of this are:

(i) Any bidder from a country which shares a land border with India (excluding countries as listed in the website of Ministry of External Affairs, to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects) will be eligible to bid in this tender only if the bidder is registered with the Registration Committee constituted by the Department for promotion of Industry and Internal Trade (DPIIT). The bidders shall enclose following certificate in this regard.

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; and solemnly certify that we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). We hereby certify that we fulfill all requirements in this regard and are eligible to be considered."

(ii) In tenders for Turnkey contracts including works contracts, the successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is similarly registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). In such cases the bidders shall enclose following certificate:

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; and solemnly certify that we are not from such a country or, if from such a country, we are registered with Competent Authority (copy enclosed) and we will not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfill all requirements in this regards and are eligible to be considered."

(iii) "Bidder" including the terms 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

(iv) "Bidder from a country which shares a land border with India" for the purpose of this Order **means:-**

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

(v) The beneficial owner for the purpose of (III) above will be as under:

a) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercise control through other means.

b) **Explanation:**

(1) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.

(2) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of Capital.

tal or profits of the partnership.

(3) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(4) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

(5) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and

any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

(vi) An Agent is a person employed to do any act for another, or to represent another in dealings with third persons.

6). Bidder must submit check list of below mentioned documents:-

Sr. No.	Description	Submitted / Not Submitted
1.	Documentary evidence towards Experience and past performance criteria as per Clause No. 1 (a)	
2.	Documentary evidence towards Capability as per Clause No. 1 (b)	
3.	Compliance to buyer added Technical specifications with sealed and signed by authorized signatory	
4.	MSE Certificate/Start up Certificate if claiming for exemption against Experience and turnover criteria only	
5.	Compliance to all terms and conditions of bid documents	

2.3 Scope of Supply:

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

2.4 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.

2.5 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.

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 जद्देश्य के लिए मान्य नहीं है।