

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687763176589

अनुबंध तिथि | Generated Date : 06-Feb-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4009907](#)

संगठन विवरण Organisation Details		खरीदार विवरण Buyer Details	
प्रकार Type :	Central Autonomous	पद Designation :	Jr Assistant
मंत्रालय Ministry :	Ministry of Education	संपर्क नंबर Contact No. :	0512-2597216-
विभाग Department :	Department of Higher Education	ईमेल आईडी Email ID :	buycon5.iitk.up@gembuyer.in
संगठन का नाम Organisation Name :	Indian Institute of Technology (IIT) Kanpur	जीएसटीआईएन GSTIN :	09AAAJI0169A1ZN
कार्यालय क्षेत्र Office Zone:		पता Address :	Central Store & Purchase Section, IIT Kanpur, GT Road, Kalyanpur 208016 (UP), KANPUR NAGAR, UTTAR PRADESH-208016, India

वित्तीय स्वीकृति विवरण Financial Approval Detail		भुगतान प्राप्तिकरण विवरण Paying Authority Details	
आईएफडी सहमति IFD Concurrence :	No	Role:	PAO
प्रशासनिक अनुमोदन का पदनाम	Director	भुगतान का तरीका	Offline
Designation of Administrative Approval:		Payment Mode:	
वित्तीय अनुमोदन का पदनाम	Director	पद Designation :	Assistant Registrar
Designation of Financial Approval :		ईमेल आईडी Email ID :	pao4.iitk.up@gembuyer.in
		जीएसटीआईएन GSTIN :	N
		पता Address:	GT Road, Kalyanpur, KANPUR CITY, UTTAR PRADESH-208016, India

विक्रेता विवरण Seller Details	
जेम विक्रेता आईडी GeM Seller ID :	QFOG230008614442
कंपनी का नाम Company Name :	HHV ADVANCED TECHNOLOGIES PRIVATE LIMITED
संपर्क नंबर Contact No. :	08050423393
ईमेल आईडी Email ID :	info@hhvadvancedtech.com
पता Address :	No 31,32,33,34 & 37, KIADB,Dobaspet,Industrial Area,Village/Town:- Industrial Area, City:- Bengaluru Rural, BENGALURU (RURAL), KARNATAKA-562111, India
एमआईआई स्थिति MII Status :	True
एमएसएमई सत्यापिति MSME verified :	Yes
एमएसएमई पंजीकरण संख्या MSME Registration number :	UDYAM-KR-02-0050473
एमएसई सामाजिक श्रेणी MSE Social Category :	General
एमएसई लिंग श्रेणी MSE Gender :	Male
जीएसटीआईएन GSTIN:	29AAGCH5019P1Z1

*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	
--	--

#	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 : Magnetron Sputtering System ब्रांड Brand : OEM ब्रांड प्रकार Brand Type : Registered Brand 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 चतुर्भासा Category Name & Quadrant : Magnetron Sputtering System (Q3) मॉडल Model: ATS 500 एचएसएन कोड HSN Code: 8419	1	set	10,030,000	NA	10,030,000
कुल ऑर्डर मूल्य Total Order Value (in INR)						10,030,000

परेषिती विवरण Consignee Detail						
क्र.सं. S.No	परेषिती 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
	पद Designation : -					

1	ईमेल आईडी Email ID : con1.iitk.up@gembuyer.in संपर्क Contact : 0512-2597316- जीएसटीआईएन GSTIN : 09AAAJI0169A3ZL पता Address : Central Store & Purchase Section, IIT Kanpur, GT Road, Kalyanpur 208016 (UP), KANPUR NAGAR, UTTAR PRADESH-208016, India	Magnetron Sputtering System	-	1	06-Feb-2024	06-May-2024
---	---	-----------------------------	---	---	-------------	-------------

Product Specification for Magnetron Sputtering System

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

विक्रेता विशेषता दस्तावेज़ | Seller Specification Document:

1. Specification Document	mkp.gem.gov.in/catalog_data/catalog_support_document/15/42/104/CatalogAttrs/SpecificationDocument/2023/10/13/2023_10_13_13_25_35_ats-1_2023-10-13-13-25-36_29533a9c3e0a922ac5db7223078aec8a.pdf
---	---

खरीदार विशेषता दस्तावेज़ | Buyer Specification Document:

1. Specification Document	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/1068004/54/78/703/CatalogAttrs/SpecificationDocument/2023/9/25/tender_document_sds_final_2023-09-25-17-31-26_b574a6852262458a60147e26e7b0b998.pdf
---	--

ईपीबीजी विवरण | ePBG Detail

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

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

Terms and Conditions (As per GeM)

1. General Terms and Conditions-

1.1 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) as available on the GeM portal (unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

1.2 Terms of delivery: Free Delivery at Site including loading/unloading. In respect of items requiring installation and / or commissioning and other services in the scope of supply (as indicated in respective product category specification / STC / ATC), and the cost of the same is also included in the Contract price.

1.2.1 Contracted goods should be delivered at the consignee or designated delivery location as per the working time of the buying organisation. Seller may get the same confirmed from consignee before scheduling delivery.

1.2.2 A copy of the contract should be available with the messenger / dispatching agency that delivers the Goods at consignee / delivery location (preferably pasted / attached outside the consignment / package) for easy reference and ease in delivery acceptance.

1.3 Delivery period: The Delivery Period/Time shall be essence of the Contract and delivery must be completed not later than such date(s). Any modification thereto shall be mutually agreed and incorporated in the Contract as per the provisions of the GTC.

1.4 Performance Security: If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by

the Seller.

1.5 Taxes and Duties: Contract Prices are all inclusive i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. Break up of GST shall be indicated by the Seller while raising invoice / bill on Ge M. While submitting the bill / invoice Seller shall undertake that the Goods and Services Tax (GST) charged on this bill is not more than what is payable under the provision on the relevant Act or the Rules made there under and that the Goods on which GST has been charged have not been exempted under the GST Act or the Rules made there under and the charges on account of GST on these goods are correct under the provision of that Act or the rules made there under.

1.6 Octroi Duty and / or other local taxes: Contract Prices are all inclusive hence no reimbursement over and above the contract price(s) shall be allowed to seller towards payment of local taxes (such as levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies etc).

1.7 Limitation of Liability: The provisions of limitation of liability between Buyer and Seller as given in the GTC shall be applicable here.

1.8 Resolution of disputes: The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.

1.9 Liquidated Damages: If the Seller 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% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever. In case, Service Level Agreement (SLA) is applicable the same shall be applicable for the Contract.

1.10 Financial Certificate:

1.10.1 The expenditure involved for this purpose has received the Sanction of the competent financial authority.

1.10.2 The funds are available under the proper head in the sanction budget allotment for the concern financial year.

1.10.3 I have been fully authorized by the department to sign the supply order or incur the liability of the Goods being ordered.

1.11 The bidder should submit a self declaration to the effect in bidder's official letter head that their agency have not been black listed by any Agency whatsoever till date.

2. Buyer Added Bid Specific Terms And Conditions-

2.1 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.

2.2 Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 2 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

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

2.5 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.

2.6 - NA

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

2.8 Upload Manufacturer authorization: Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

2.9 Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

2.10 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.

2.11 IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

2.12 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 3

0 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

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

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

2.15 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.

2.16 To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid): OEM or OEM Authorization.

2.17 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.

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

20. Past Project Experience

For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

- a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.**
- b. Execution certificate by client with order value.**
- c. Any other document in support of order execution like Third Party Inspection release note, etc.**

21. 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.

Note1: -

1-Buyer organization is an Institution which is registered with the Department of Scientific & Industrial Research (DSIR) for purposes of availing of Custom Duty Exemptions in terms of regular notifications of GOI (refer to the order issued) so the institute is eligible for Custom Duty Exemptions. CDEC* will be provided (Only If Applicable)

***CDEC will be given only for the imported item's value which is exclusive of GST.**

(Although No GST Exemption Certificate will be provided as GST exemption is discontinued by the GOI)

1- See Additional Document attached in ATC Documents which needs to be submitted. (Mandatory)

Additional T&C (If Any) - See Attachment in ATC For Specifications or BID related Certificates (Mandatory)

Note-2

01 - All Bidders should provide quoted item's Make & Model No with its official/printed brochure (Mandatory) if brochure is NA, then please provide detailed specifications (with Make & Model No) as required/asked in BID and this should be in your Co./Firm letter head with duly signed & stamped (Do Not Copy Paste our Required/Asked Specifications)

02 - Copy/Paste of Our Required Technical Specifications or any non-relevant document provided in Technical BID from bidders may leads to rejection of BID.

Please Note: This Item Consists Various Components/Parts/Sub Parts/Accessories (See Specifications for Full details) where BID is floated for 01 SET (So the Prices should be quoted accordingly that consist of a II in 01 Set Prices)

Special Note - Item required only as per our Additional Technical Specifications Fulfilling which is mentio

ned in Additional Tech Parameters in BID Document & Scope of Work also, it overrides BID Selected Item because selected item not meet our technical requirement completely. So Please Quote Accordingly, not fulfilling the Additional Tech Specs may leads to rejection of BIDs.

ATC-2

All the Bidders need to upload a document in ATC-2 Tab regarding Previous Supply of the similar item as Required in BID (at least two order copies) for the reasonability of prices.

Special Note 1 - Participating bidders can ignore the Make/Model/Brand name (if mentioned anywhere in bid document) while participating in the bid. Bidders can quote for equivalent products in the bid.

2.3 Buyer Added Bid Specific ATC:

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

पुर्जों / उपभोग्य सामग्रियों के लिए प्रस्तावित मूल्य | Price Offered for Spares / Consumables:

[पुर्जों / उपभोग्य सामग्रियों के दस्तावेज लिंक के लिए प्रस्तावित मूल्य | Price Offered for Spares / Consumables Document link](#)

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज 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.