

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687713264370

अनुबंध तिथि | Generated Date : 20-Feb-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4493097](#)

अनुसूची नाम | Schedule Name: Schedule 123

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्ररूप   Type : State Government मंत्रालय   Ministry : - विभाग   Department : Vocational Education and Skill Development Department Uttar Pradesh संगठन का नाम   Organisation Name : Uttar Pradesh Skill Development Mission कार्यालय क्षेत्र   Office Zone: Giti	पद   Designation : INSTRUCTOR संपर्क नंबर   Contact No. : 0591-2971198- ईमेल आईडी   Email ID : buycon4.upsdm.up@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address : Near Vivekananad Hospital , Kanth Road, MORADABAD, UTTAR PRADESH-244001, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail	भुगतान प्राधिकरण विवरण   Paying Authority Details
आईएफडी सहमति   IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval: Principal वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : Principal	Role: PAO भुगतान का तरीका   Payment Mode: Internet Banking पद   Designation : UDC ईमेल आईडी   Email ID : pao1.upsdm.up@gembuyer.in जीएसटीआईएन   GSTIN : N पता   Address: Near Vivekananad Hospital , Kanth Road, MORADABAD, UTTAR PRADESH-244001, India

विक्रेता विवरण   Seller Details
जेम विक्रेता आईडी   GeM Seller ID : AD9A200001076300 कंपनी का नाम   Company Name : M/S PAYONEER ELECTRICALS संपर्क नंबर   Contact No. : 09456211820 ईमेल आईडी   Email ID : prem77094@gmail.com पता   Address : 38, Bhargav Compound, Krishna Nagar, Devipura 1st, Bulandshahr, UTTAR PRADESH-203001, - एमएसएमई पंजीकरण संख्या   MSME Registration number : UDYAM-UP-18-0002755 एमएसई सामाजिक श्रेणी   MSE Social Category : General एमएसई लिंग श्रेणी   MSE Gender : Male जीएसटीआईएन   GSTIN: 09AEAPC9189C1ZJ

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

वितरण निर्देश | Delivery Instructions : NA

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 : Chisel Cold Flat 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 : BOQ (Q3) मॉडल   Model: एचएसएन कोड   HSN Code: HSN not specified by seller	1	nos	120	NA	120
कुल ऑर्डर मूल्य   Total Order Value (in INR)						120

परोक्ष विवरण   Consignee Detail						
क्र.सं.   S.No	परोक्ष विवरण   Consignee	वस्तु   Item	लॉट नंबर   Lot No.	मात्रा   Quantity	दिलोके के बाद डिलीवरी शुरू करना है   Delivery Start After	वितरण पूरा कब तक करना है   Delivery To Be Completed By
	पद   Designation : - ईमेल आईडी   Email ID : buycon4.upsdm.up@gembuyer.in संपर्क   Contact : 0591-2971198-					

1	जीएसटीआईएन   GSTIN : - पता   Address : Near Vivekanand Hospital , Kanth Road, MORADABAD, UTTAR PRADESH-244001, India	Chisel Cold Flat	-	1	20-Feb-2024	01-Mar-2024
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## विनिर्देश | Specification1

[विशिष्टता दस्तावेज | Specification Document](#)

[क्रेता बीओक्यू दस्तावेज | Buyer BOQ Document](#)

[बीओक्यू विशिष्टता और सहायक दस्तावेज का अनुपालन | Compliance of BOQ Specification And Supporting Document](#)

**टिप्पणी | Note::** 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.

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## शुद्धिपत्र | Corrigendum

1. तक बढ़ाया गया | Extended Upto : 2024-02-05 10:00:00

## ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक   Advisory Bank :	State Bank of India
ईपीबीजी प्रतिशत (%)   ePBG Percentage(%) :	5.00
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	

## 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 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 Generic

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 3 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

#### 2.5 Generic

Experience Criteria: The Bidder or its OEM (themselves or through reseller(s)) should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for 1 year before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

#### 2.6 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.

#### 2.7 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 Service & Support:

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

**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:**

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

**2.12 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.

**2.13 Forms of EMD and PBG:**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

PRINCIPAL GOVT ITI , MORADABAD

payable at

MORADABAD

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

**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 Buyer Added Bid Specific ATC:**

Buyer Added text based ATC clauses

Buyer Added text based ATC clauses

1. bidder have to full fill below condition

2. Bidder shall submit the following documents

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Aadhar Card.
- d. ITR
- e. GST Return of last year
- f. cancel cheque or EFT Mandate

3. EMD exemption for MSME and Start-up certificate is not valid/allowed. (NO)

EMD Exemption for Years of Experience and Turnover not allowed against MSME.(NO)

Start-up Exemption for Years of Experience and Turnover not allowed.(NO)

4. The OEM / Bidder should have a clean track record, i.e. The OEM and Bidder and its sister concern company and any group company should not be debarred / blacklisted/suspended by GEM or any State Government / Central Government institution/department for any reason in India at any point in time. (Declaration in this regard to be submitted along with the bid).

5. Principal Government Industrial Training Institute , Moradabad has full right to cancel the tender at any time without assigning any reason. For which no correspondence will be accepted.

6. Bidder has to submit EMD amount of all products/items i.e. Rs. 68872 /- irrespective of number of items participated.

7. Bidder should submit valid ISO certificate of Bidder/OEM.

8. In event of any loss, damage, breakage or leakage or any shortage if found during the checking/inspection of the supplied Instrument/Equipment, the bidder shall be liable to supply new machinery/equipment without any delay and also at no extra cost.

9. In case of any dispute, the jurisdiction will be within the Honorable Court of Moradabad only.

10. Bidder offer is liable to be rejected if they don't upload any of the certificates/documents sought in the bid document and corrigendum if any.

11. In financial bid, rates should be quoted F.O.R. at site i.e. various Govt. I.T.I. , Moradabad Inclusive of packing, forwarding, loading & unloading, installation and commissioning charges etc shifting up to the site.

quipment, the bidder shall be liable to supply new machinery/equipments without any delay and also at no extra cost.

13. If the bidder fails to comply with supply order within the specified period his order will be cancelled and EMD( if any)will be forfeited. The supply, transportation, installation etc. of the items shall be sole responsibility and at the risk of the firm till the acceptance by the College authorities.

14. Payment will be released only after satisfactory delivery demonstration/acceptance of good at our Institute.

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।

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