

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687770913095

अनुबंध तिथि | Generated Date : 12-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4712542](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्ररूप Type : State Government मंत्रालय Ministry : - विभाग Department : Irrigation and Flood Control Department Uttar Pradesh संगठन का नाम Organisation Name : UPID Web Portal - Irrigation Department कार्यालय क्षेत्र Office Zone: Engineer In Chief Office, Irrigation & Water Resource Department, Up, Cantt. Road, Udaiganj, Lucknow-226001	पद Designation : Executive Engineer संपर्क नंबर Contact No. : - ईमेल आईडी Email ID : ee.qcd3idup-mi@up.gov.in जीएसटीआईएन GSTIN : - पता Address : Room no. 24,29and31 Bad sagar Sakhaora colony Mirzapur, MIRZAPUR, UTTAR PRADESH-231001, 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: C.E. SDO वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : E.E. Civil and DDO DSD1 Lucknow	भुगतान का तरीका Role: PAO भुगतान का तरीका Payment Mode: Offline पद Designation : Exicutive Engineer ईमेल आईडी Email ID : ee.sdsoidup-lu@up.gov.in जीएसटीआईएन GSTIN : - पता Address: Office of Chief Engineer SDO, walmi Bhavan Utratiya Lucknow, Lucknow, UTTAR PRADESH-226029, India

विक्रेता विवरण Seller Details	
जेम विक्रेता आईडी GeM Seller ID :	14C1190000958355
कंपनी का नाम Company Name :	H S RETAIL
संपर्क नंबर Contact No. :	08887969406
ईमेल आईडी Email ID :	hsretaillko@gmail.com
पता Address :	592-GHA/420, NEAR COLVIN PUBLIC SCHOOL, RAJIV NAGAR, KHARIKA, TELIBAGH, Lucknow, UTTAR PRADESH-226025, -
एमएसएमई पंजीकरण संख्या MSME Registration number :	UDYAM-UP-50-0000299
एमएसई सामाजिक श्रेणी MSE Social Category :	NA
एमएसई लिंग श्रेणी MSE Gender :	NA
जीएसटीआईएन GSTIN:	09AAMFH4068F1Z5

*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 : Title1 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	2	No	21,249	जीएसटी GST (18%) : 6,482.746 जीएसटी उपकर 1 GST Cess 1 (0%) : 0 जीएसटी उपकर 2 GST Cess 2 (0 per accounting unit) : 0 जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी) Input Tax Credit (ITC) on GST I : - जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 : - जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 : -	42,498
2	उत्पाद का नाम Product Name : Title2 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	No	18,297	जीएसटी GST (18%) : 2,791.068 जीएसटी उपकर 1 GST Cess 1 (0%) : 0 जीएसटी उपकर 2 GST Cess 2 (0 per accounting unit) : 0 जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी) Input Tax Credit (ITC) on GST I : - जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 : - जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 : -	18,297
	उत्पाद का नाम Product Name : Title3					

18	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	No	14,166	जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी) Input Tax Credit (ITC) on GST1 : - जीएसटी उपकर पर आईटीसी 1 ITC on GST Cess 1 : - जीएसटी उपकर पर आईटीसी 2 ITC on GST Cess 2 : -	14,166
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कुल ऑर्डर मूल्य Total Order Value (in INR)						158,187
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परेषिती विवरण Consignee Detail						
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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
1	पद Designation : - ईमेल आईडी Email ID : ee.qcd3idup-mi@up.gov.in संपर्क Contact : - जीएसटीआईएन GSTIN : - पता Address : Room no. 24,29and31 Bad sagar Sakhaora colony Mirzapur, MIRZAPUR, UTTAR PRADESH-231001, India	Title1	-	2	12-Mar-2024	22-Mar-2024
		Title2	-	1	12-Mar-2024	22-Mar-2024
		Title3	-	2	12-Mar-2024	22-Mar-2024
		Title4	-	1	12-Mar-2024	22-Mar-2024
		Title5	-	2	12-Mar-2024	22-Mar-2024
		Title6	-	1	12-Mar-2024	22-Mar-2024
		Title7	-	2	12-Mar-2024	22-Mar-2024
		Title8	-	2	12-Mar-2024	22-Mar-2024
		Title9	-	5	12-Mar-2024	22-Mar-2024
		Title10	-	1	12-Mar-2024	22-Mar-2024
		Title11	-	2	12-Mar-2024	22-Mar-2024
		Title12	-	2	12-Mar-2024	22-Mar-2024
		Title13	-	3	12-Mar-2024	22-Mar-2024
		Title14	-	3	12-Mar-2024	22-Mar-2024
		Title15	-	1	12-Mar-2024	22-Mar-2024
		Title16	-	1	12-Mar-2024	22-Mar-2024
		Title17	-	1	12-Mar-2024	22-Mar-2024
		Title18	-	1	12-Mar-2024	22-Mar-2024

विनिर्देश Specification1

विशिष्टता दस्तावेज़ Specification Document
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क्रेता बीओक्यू दस्तावेज़ Buyer BOQ Document

बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन Compliance of BOQ Specification And Supporting Document

<p>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.</p>
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<p>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.</p>
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विनिर्देश Specification2

विशिष्टता दस्तावेज़ Specification Document
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क्रेता बीओक्यू दस्तावेज़ Buyer BOQ Document

बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन Compliance of BOQ Specification And Supporting Document

<p>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.</p>
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ईपीबीजी विवरण | ePBG Detail

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

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

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.

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

Instructions to Bidders

SECTION - A

1. Scope of Works

The Executive Engineer Quality Control Division-3, Mirzapur invites quotations for the construction of works as detailed in the table given below

Brief Description

of the Works

Approximate value

of Works (Rs.)

Period of

Completion

Repairing of Laboratory

Equipment for Establishing

a Quality Assurance and

Quality Control system at

Quality Control Division-3

Mirzapur.

Rs. 159460.00 (including

GST & LABOUR CESS)

Up to 31st march 2024

The successful bidder will be expected to complete the works by the intended completion date specified above.

2. Qualification of the bidder

2.1. Qualification Information to be provided by the Bidder: the bidder shall provide

information on his qualification which shall include:-

- (a) Total monetary value of works executed by him for each year of the last 3 years;
- (b) List of works (similar to the works described in Para 1) completed satisfactorily as a prime contractor during the last 3 years, enclosing certificates from the respective Employers in support of experience claimed along with the Employers' contact numbers;
- (c) Report on his financial standing, along with last 3 years' financial statements/Profit and Loss Statements; and
- (d) Details of any litigation, during the last 3 years in which the bidder is involved, the parties concerned, and disputed amount or award in each case (Give details of both completed and pending cases).

2.2. Qualification Criteria: to qualify for award of the contract the bidder:-

- (a) Should have satisfactorily completed as a prime contractor at least one similar work of value not less than Rs.125000.00 in the last three years;
[IA should insert value equivalent to 80% of the estimated cost of the Work.]
- (b) Should possess valid electrical license for executing building electrification works (in the event of the works being sub-contracted, the sub-contractor should have the necessary license);
- (c) Should possess required valid license for executing the water supply/sanitary works (in the event of the works being sub-contracted, the sub-contractor should have the necessary license);

(Note- Delete/modify the sub clauses (b)and (c) to suit the individual work for which quotations are invited)

3. Eligibility - Conflict of Interest: A Bidder (a) shall not participate in more than one Quotation; (b) shall not have conflict of interest as defined in the Bank's Procurement Regulations/ Guidelines [Bank's Procurement] and (c) should not have been (i) temporarily suspended or debarred by the World Bank Group in compliance with the Bank's Anti-Corruption Guidelines and its Sanctions Framework.

4. Clarifications & Amendments: If the Employer receives any request for clarification of this RFQ document, it will upload its response together with any amendment to this document, on the e-procurement portal for information of all Bidders. Bidders should check on the e-procurement system, for any amendments to this RFQ document.

5. Quotation Prices

- a) The quotation shall be for construction of the whole works as described in the Bill of quantities, drawings and technical specifications. Corrections, if any, in the quotation shall be carried out by editing the information before electronic submission on e-Procurement Portal.
- b) All duties, taxes and other levies payable by the contractor under the contract shall be included in the total price.
- c) The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- d) The rates should be quoted in Indian Rupees only.

6. Preparation of Quotations

- 6.1 The bidder is advised to visit the site of works at his own expense and obtain all information that may be necessary for preparing the quotation.
- 6.2 Each bidder shall submit only one quotation. Bidders shall not contact other Bidders on matters relating to this quotation.
- 6.3 The quotation shall comprise two Parts, namely the Technical Part and the Financial Part. Both Parts shall be submitted online simultaneously.
- 6.4 The Technical Part of Quotation shall comprise the following:

(b) Authorization: Power of Attorney of signatory of Quotation (Paragraph 1.1 of Qualification Information);

(c) Annual Turnover: Confirmation showing Annual Turnover in civil engineering as per required specified work of similar nature in the last three financial years.

[ITB Clause 2.1 (a)];

(d) Qualifications:

(i) Qualification information and supporting documents relating to similar nature of works executed and payments received. (ITB Clause 2.1 (b) and paragraph 1.3 of Qualification Information);

(ii) Details of proposed sub-contractors; (Paragraph 1.4 of Qualification Information); and

(iii) Other details listed in Paragraphs 1.6 and 1.7 of the Qualification Information Form;

(e) Complete address and contact details of the Bidder having the following information:

Name of Firm-

Address for communication -

Telephone No(s): Office-

Mobile No.-

Facsimile (FAX) No.-

Electronic Mail Identification (E-mail ID)-

(f) The Technical Part of Quotation shall not include any financial information related to the Quotation price. Where material financial information related to the Quotation price is contained in the Technical Part of Quotation, the Quotation shall be declared non-responsive.

6.5 The Financial Part of Quotation shall comprise the following:

(a) Priced Bill of Quantities: (using the BOQ uploaded with the RFQ document) wherein the rates shall be entered online.

6.6 Signing of Quotations: The name and position held by each person signing the quotation and related documents must be typed or printed below the signature.

6.7 Validity of Quotation: Quotation shall remain valid for a period not less than 90 days after the deadline date specified for submission.

7. Quotation Submission:

All documents are required to be signed digitally by the Bidder. The System generates a Unique Quotation Identification Number, time stamped as per server time, as an acknowledgement for Quotationsubmission. Detailed guidelines for viewing and submission of Quotations online are given in the website.

8. Online Opening and Evaluation of Technical Parts of Quotations: The 'Technical Part' of the Quotations will be opened online on the specified date and time. This can also be viewed by the bidders online, and electronic summary of quotation opening of technical part will be generated and uploaded online. The Financial Parts of the Quotations shall remain unopened in the e-procurement system, until the subsequent online opening, following the evaluation of the Technical Parts of the Quotations.

(a) The Employer shall examine the technical part of the quotation to determine whether the quotation (a) has been properly signed (Clause 6.6); (b) meets the eligibility criteria (Clause 3); (c) is substantially responsive to the requirements of the RFQ document; and (d) meets the qualification criteria specified in ITB Clause 2.

(b) Only Quotations that are both substantially responsive to the RFQ document, and meet all Qualification Criteria shall qualify for opening of the Financial Parts of their Quotations at the second online opening.

(c) Employer shall notify in writing those Bidders who have failed to meet the Qualification Criteria or whose Quotations were considered non-responsive to the requirements in the RFQ document, advising them that their Technical Part of Quotation failed to meet the requirements of the RFQ document; and that their Financial Part of the Quotation shall not be opened.

(d) Simultaneously Employer shall notify in writing those Bidders whose Technical Parts of Quotations have been evaluated as substantially responsive and meeting the Qualification Criteria that their Quotation has been evaluated as substantially responsive to the RFQ document and that their Financial Part of Quotation will be opened online at Date and time.

9. Online Opening and Evaluation of Financial Parts of Quotations: The 'Financial Part' of the Quotations will be opened online on the specified date and time. This can also be viewed by the bidders online, and electronic summary of quotation opening of financial part will be generated and uploaded online.

(a) The Employer shall examine and confirm that Letter of Quotation – Financial Part and Priced Bill of Quantities are in accordance with the requirements specified in the RFQ document. If any of these documents or information is missing, the offer shall be rejected.

(b) During the evaluation of Financial Parts of Quotation, the substantial responsiveness of the Quotations will be further determined with respect to those RFQ conditions that were not examined in evaluation of Technical Parts of Quotations.

10. Award of contract

The Employer will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price and who meets the specified qualification criteria.

10.1 Notwithstanding the above, the Employer reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.

10.2 The bidder whose quotation is accepted will be notified of the award of contract by the Employer prior to expiration of the quotation validity period.

11. Performance Security

Within 07 days of receiving letter of acceptance, the successful bidder shall deliver to the Executive Engineer & DDO, Dam Safety division-1, State Dam Safety

Organisation Lucknow the performance security (either a bank guarantee or a bank draft in favour of the Employer) for an amount equivalent of 5 % of the contract price.

The Performance Security shall be valid till the expiry of the period of maintenance of the work, specified in Clause 12. Failure of the successful Bidder to furnish performance security and to sign the agreement within the period stipulated shall constitute sufficient grounds for annulment of award and debarring the bidder from participation in bidding for works by the Employer for a period of one year, in which case the Employer may make the award to the next lowest evaluated bidder or seek quotations afresh.

12. Period of Maintenance:

The "Period of Maintenance" for the work is six months from the date of taking over possession or one full monsoon season whichever occurs later. During the period of maintenance, the contractor will be responsible for rectifying any defects in construction free of cost to the Employer.

13. Supply of all construction materials including cement and steel as per the specifications (ISI certification marked goods wherever available) shall be the responsibility of the contractor. Employer will not issue any material/equipment.

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2.3 *Buyer Added Bid Specific ATC:*

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

2.4 *Forms of EMD and PBG:*

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

Executive Engineer & DDO, Dam Safety division-1, State Dam Safety Organisation Lucknow

payable at

lucknow

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.

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.