

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687716343140

अनुबंध तिथि | Generated Date : 13-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4664005](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्रकार Type : Central Government मंत्रालय Ministry : Ministry of Railways विभाग Department : Indian Railways संगठन का नाम Organisation Name : North East Frontier Railway कार्यालय क्षेत्र Office Zone : North East Frontier Railway	पद Designation : DMM TSK संपर्क नंबर Contact No. : 0995-7555750- ईमेल आईडी Email ID : dmm@tsk.railnet.gov.in जीएसटीआईएन GSTIN : 18AAAGM0289C1ZI पता Address : office of Divisional Railway Manager Tinsukia, Assam, TINSUKIA, ASSAM-786125, 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 : Sr.DEE/TSK वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : Sr.DEE/TSK	Role: BUYER भुगतान का तरीका Payment Mode: Railways पद Designation : DMM TSK ईमेल आईडी Email ID : dmm@tsk.railnet.gov.in जीएसटीआईएन GSTIN : 18AAAGM0289C1ZI पता Address: office of Divisional Railway Manager Tinsukia, Assam, Tinsukia, ASSAM-786125, India

विक्रेता विवरण Seller Details
जेम विक्रेता आईडी GeM Seller ID : M5Y4200001683028 कंपनी का नाम Company Name : VINAYAK ENTERPRISE संपर्क नंबर Contact No. : 09435959849 ईमेल आईडी Email ID : vinayakdib@gmail.com पता Address : NEAR ASEB OFFICE, GANPATI COMPLEX, H.S. ROAD, Dibrugarh, ASSAM-786001, - एमआईआई स्थिति MII Status : True एमएसएमई सत्यापित MSME verified : No एमएसएमई पंजीकरण संख्या MSME Registration number : - जीएसटीआईएन GSTIN: 18AZVPS2755C1ZU

*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 : Materials should be delivered to SSE/AC/DBRG.

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 : Set of Mechanically linked timer contact elements 200/240V AC of Ventilation and Radiator Motor. ब्रांड Brand : SIEMENS 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 चतुर्थांश Category Name & Quadrant : Set of Mechanically linked timer contact elements 200/240V AC of Ventilation and Radiator Motor. (Q3) मॉडल Model: SIEMENS एचएसएन कोड HSN Code: HSN not specified by seller	50	set	13,826	NA	691,300
कुल ऑर्डर मूल्य Total Order Value (in INR)						691,300

परोक्षी विवरण Consignee Detail						
क्र.सं. S.No	परोक्षी 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 : - ईमेल आईडी Email ID : binod.0139@gov.in	Set of Mechanically linked timer contact				

1	संपर्क Contact : - जीएसटीआईएन GSTIN : - पता Address : office of Divisional Railway Manager Tinsukia, Assam, TINSUKIA, ASSAM-786125, India	elements 200/240V AC of Ventilation and Radiator Motor.	-	50	13-Mar-2024	28-Mar-2024
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Product Specification for Set of Mechanically linked timer contact elements 200/240V AC of Ventilation and Radiator Motor.

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

विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:

1. SpecificationDocument1	mkp.gem.gov.in/catalog_data/catalog_support_document/47/88/161/CatalogAttrs/SpecificationDocument/2024/2/25/2024_02_25_16_49_00_linked_specification_2024-02-25-16-49-01_735047bcfbe35f1d39f34ec42560a4cc.pdf
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खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/367017/54/78/703/CatalogAttrs/SpecificationDocument/2024/2/20/linked_timer_2024-02-20-13-12-56_84d5ed68ce39495e847989ad44232671.pdf
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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 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 shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 1 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

2.4 Generic

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

2.5 Generic

- The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- 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.

2.6 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:

- The Seller fails to comply with any material term of the Contract.
- 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.
- 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.
- The Seller becomes bankrupt or goes into liquidation.
- The Seller makes a general assignment for the benefit of creditors.
- A receiver is appointed for any substantial property owned by the Seller.
- The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

2.7 OEM

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.

2.8 Scope of Supply.

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

2.9 Certificates:

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

2.10 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.

2.11 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.

2.12 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.

2.13 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.

2.14 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.

2.15 Service & Support:

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

2.16 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

ANNEXURE - 1

ADDITIONAL TERMS AND CONDITIONS

- 1. Sample of the materials must be approved before supplying in bulk quantity**
- 2. Only approved Make/Brand mentioned in the Tender Schedule is acceptable. Offer for other Make/Brand will be summarily rejected.**
- 3. It is mandatory that Firm should have executed same item in N.F. Railway or other Railways for consideration of order otherwise offer will be summarily rejected and no representation will be entertained. (Relevant Document should be uploaded)**
- 4. Bidder to quote with Proper OEM Authorized Certificate mentioning Tender Number in the certificate, otherwise offer will be summarily rejected and no representation will be entertained.**
- 5. Time Preference Clause (TPC) Applicable otherwise offer will be summarily rejected and no representation will be entertained.**
- 6. Supply with demonstration of the material on-site, within 07 days from the date of Purchase Order otherwise offer will be summarily rejected and no representation will be entertained.**
- 7. ISO 9001: The bidder of the offered products must have ISO 9001 certification.**
- 8. 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.**
- 9. 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.**
- 10. Proper Test certificate is required at the time of supplying of materials issued by OEM.**
- 11. Valid Trade License of the Bidder's Company having its registered office in North Eastern Region is mandatory to upload otherwise offer will be summarily rejected and no representation will be entertained.**
- 12. Data Sheet of the product 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.**
- 13. Warranty period of the supplied products shall be 3 years from the date of final acceptance of goods 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.**

d. Seller should have well established Maintenance Service group in consignee's location for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

14. Bidder must upload documents proving registered office of his/her company in Consignee's Location for prompt service with proper Contact Number and E-mail.

15. Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last 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 are 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 these criteria.

16. Past Project Experience: The Bidder should have executed similar Product 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 80% of estimated bid value; or**
- (ii) Two orders of at least 50% each of estimated bid value; or**
- (iii) Three orders of at least 35% each of estimated bid value.**

Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with bid otherwise offer will be summarily rejected and no representation will be entertained. (Relevant Document should be uploaded).

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.