

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687786161225

अनुबंध तिथि | Generated Date : 16-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4497261](#)

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्रकार   Type : State Government मंत्रालय   Ministry : - विभाग   Department : Directorate of Municipal Administration संगठन का नाम   Organisation Name : Town Municipal Council Devanahalli कार्यालय क्षेत्र   Office Zone : Town Municipal Council Devanahalli	पद   Designation : ENVIRONMENT ENGINEER संपर्क नंबर   Contact No. : 080-27682211- ईमेल आईडी   Email ID : buycon1.tmc.d.ka@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address : BB Road, Behind Govt PU College, Devanahalli Town Bengaluru Rural District, BANGALORE RURAL, KARNATAKA-562110, 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 : Chief Officer वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : Deputy commissioner Bangalore rural	Role: BUYER भुगतान का तरीका   Payment Mode: Offline पद   Designation : ENVIRONMENT ENGINEER ईमेल आईडी   Email ID : buycon1.tmc.d.ka@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address : BB Road, Behind Govt PU College, Devanahalli Town Bengaluru Rural District, Bangalore Rural, KARNATAKA-562110, India

विक्रेता विवरण   Seller Details
जेम विक्रेता आईडी   GeM Seller ID : AB8E180000095474 कंपनी का नाम   Company Name : TATA HITACHI CONSTRUCTION MACHINERY COMPANY PRIVATE LIMITED संपर्क नंबर   Contact No. : 07625065546 ईमेल आईडी   Email ID : santosh.jena@tatahitachi.co.in पता   Address : NO.45,JUBILEE BUILDING,MUSEUM ROAD,MUSEUM ROAD, BANGALORE, Karnataka-560025, - एमएसएमई पंजीकरण संख्या   MSME Registration number : - जीएसटीआईएन   GSTIN : 29AAACT9077B1Z6

\*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 : As per specification

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 : SHINRAI PRIME ब्रांड   Brand : TATA HITACHI 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 : SHINRAI PRIME (Q3) मॉडल   Model: SHINRAI PRIME एचएसएन कोड   HSN Code: 84295900	1	the number pi	3,741,336	जीएसटी   GST (18%) : 570,712.271 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 GST1 : - जीएसटी उपकर पर आईटीसी 1   ITC on GST Cess 1 : - जीएसटी उपकर पर आईटीसी 2   ITC on GST Cess 2 : -	3,741,336
कुल ऑर्डर मूल्य   Total Order Value (in INR)						3,741,336

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 : buycon1.tgcd.ka@gembuyer.in संपर्क   Contact : 080-27682211- जीएसटीआईएन   GSTIN : - पता   Address : BB Road, Behind Govt PU College, Devanahalli Town Bengaluru Rural District, BANGALORE RURAL, KARNATAKA-562110, India	SHINRAI PRIME	-	1	16-Mar-2024	31-Mar-2024
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### Product Specification for SHINRAI PRIME

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

### विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:

1. <a href="#">SpecificationDocument1</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/30/34/501/CatalogAttrs/SpecificationDocument/2023/9/25/2023_09_25_18_11_35_shinrai-prime-brochure_2023-09-25-18-11-39_1e6493cd9a6dd0ad0f7205574cf693d1.pdf
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### खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

1. <a href="#">SpecificationDocument</a>	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/15419770/54/78/703/CatalogAttrs/SpecificationDocument/2024/1/17/jcb_spee_2024-01-17-13-31-57_d3782f230a164fe51d13d3f2968e4795.pdf
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### शुद्धिपत्र | Corrigendum

- तक बढ़ाया गया | Extended Upto : 2024-02-03 09:00:00

### 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

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

- 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.
- 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.
- 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.
- 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.
- 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 Inspection.

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance: Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

TMC DEVANAHALLI

Post Receipt Inspection at consignee site before acceptance of stores:

TMC DEVANAHALLI

### 2.3 Inspection.

Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER): Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages. When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

### 2.4 Inspection.

Testing of Sample: The testing of advance sample and bulk sample during PDI will be carried at the designated AHSP labs. When testing facilities are not available, the facilities of Govt labs/NABL/Accredited labs will be utilized. The testing charges outside the designated AHSP labs to be borne by seller's.

### 2.5 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.

### 2.6 Certificates.

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

### 2.7 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.

### 2.8 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.

### 2.9 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.

### 2.10 Service & Support:

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

### 2.11 Service & Support:

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

### 2.12 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.

### 2.13 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

### 2.14 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

## **Additional Terms & Conditions**

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1. Copy of PAN Card&GST Registration Certificate
2. Copy of Income Tax Return, Assessment LAST 3 YEARS & GST RETURNS LAST 3YEARS
3. Copy of Annual Turn Over of Last 3 Financial years
4. Copy of Documents of Authorized Service center/workshop within 100 km Range for Buyer Location service. Expect Vehicle Manufacture (OEM) all other bidders need to have their own service center details, For OEM factory valid licence copy need to submit along with bid documents.
5. Upload Manufacturer authorization: Wherever Authorized Distributors are submitting the bid, Manufacturers Authorization 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
6. Copy of work done /Performance certificate issued by any government department/Urban Local Body must be uploaded.
7. Affidavit in Min100Rs stamp Paper for firm not blacklisted by any Government, Semi government and private organization. (FirstParty: The CO TMC DEVANAHALLI & Second Party:Supplier)
8. Affidavit in Min 100Rs stamp Paper warranty Declaration (FirstParty: The CO TMC DEVANAHALLI & Second Party:Supplier)

9. OEM and bidder must be ISO certified, and document must be uploaded

10. Condition bid cannot accept and treated as non-responsive,

11. Scope of Supply include

1 Year Warranty maintenance

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।

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