

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687718368829

अनुबंध तिथि | Generated Date : 03-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4767436](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्रकार Type : Central PSU मंत्रालय Ministry : Ministry of Civil Aviation विभाग Department : AI ENGINEERING SERVICES LIMITED संगठन का नाम Organisation Name : AI ENGINEERING SERVICES LIMITED कार्यालय क्षेत्र Office Zone : AI Engineering Services Limited	पद Designation : DY ENGINEER संपर्क नंबर Contact No. : 011-25657513- ईमेल आईडी Email ID : amit.jaiswal1.ai@nic.in जीएसटीआईएन GSTIN : 07AAFCA9618L2Z9 पता Address : AIESL, NR AVIONICS I G I Airport, Terminal- 2,, NEW DELHI, DELHI-110037, 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 : CEO वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : CFO	Role: PAO भुगतान का तरीका Payment Mode: Offline पद Designation : JR Executive Finance ईमेल आईडी Email ID : rameshwar.singh@aiels.in जीएसटीआईएन GSTIN : 07AAFCA9618L2Z9 पता Address : 2nd Floor,CRA Building,Safdarjung Airport Complex,New Delhi-110003, Central Delhi, DELHI-110003, India

विक्रेता विवरण Seller Details
जेम विक्रेता आईडी GeM Seller ID : 13ZU230008597960 कंपनी का नाम Company Name : TRIDENT FACILLITATORS संपर्क नंबर Contact No. : 07678595005 ईमेल आईडी Email ID : tridentfacillitators@gmail.com पता Address : HOUSE NO 222, WARD NO 6, GANDHI CHOWK, HAMIRPUR, Hamirpur, HIMACHAL PRADESH-177001, - एमआईआई स्थिति MII Status : True एमएसएमई सत्यापित MSME verified : Yes एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-HP-03-0005682 एमएसई सामाजिक श्रेणी MSE Social Category : General एमएसई लिंग श्रेणी MSE Gender : Female जीएसटीआईएन GSTIN : 02BYLPM0724M1ZE

*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 : Hot and Cold water dispenser 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	14	pieces	8,460	NA	118,440
2	उत्पाद का नाम Product Name : Pneumatic grease gun 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	4	pieces	37,500	NA	150,000
3	उत्पाद का नाम Product Name : Inverter 800VA 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	pieces	7,080	NA	14,160

4	उत्पाद का नाम Product Name : Battery 12V 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	pieces	15,360	NA	30,720
5	उत्पाद का नाम Product Name : Invertor Trolley For 1 and 2 above 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	pieces	2,360	NA	4,720
6	उत्पाद का नाम Product Name : LED Flood Lights 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	4	pieces	2,950	NA	11,800
7	उत्पाद का नाम Product Name : One legged wire rope sling with O ring 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	6	pieces	21,227.02	NA	127,362.12

कुल ऑर्डर मूल्य | Total Order Value (in INR)

457,202.12

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
1	पद Designation : - ईमेल आईडी Email ID : amit.jaiswal1.ai@nic.in संपर्क Contact : 011-25657513- जीएसटीआईएन GSTIN : 07AAFCA9618L2Z9 पता Address : AIESL, NR AVIONICS I G I Airport, Terminal- 2,, NEW DELHI, DELHI-110037, India	Hot and Cold water dispenser	-	14	03-Apr-2024	03-May-2024
		Pneumatic grease gun	-	4	03-Apr-2024	03-May-2024
		Inverter 800VA	-	2	03-Apr-2024	03-May-2024
		Battery 12V	-	2	03-Apr-2024	03-May-2024
		Invertor Trolley For 1 and 2 above	-	2	03-Apr-2024	03-May-2024
		LED Flood Lights	-	4	03-Apr-2024	03-May-2024
		One legged wire rope sling with O ring	-	6	03-Apr-2024	03-May-2024

विनिर्देश | Specification1

[विशिष्टता दस्तावेज़ | Specification Document](#)

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

[बीओक्यू विशिष्टता और सहायक दस्तावेज़ 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.

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.

विनिर्देश | Specification2

[विशिष्टता दस्तावेज़ | Specification 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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विनिर्देश | Specification7

[विशिष्टता दस्तावेज़ | Specification Document](#)

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

[बीओक्यू विशिष्टता और सहायक दस्तावेज़ 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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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 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

1. 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. 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 %.

3. Generic

Bidders shall quote only those products 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/bidder before this period.

4. Generic

After award of contract – Successful Bidder shall have to get Detailed Design Drawings approved from buyer before starting fabrication. Successful Bidder shall submit Detailed Design Drawings for Buyer's approval, within 5 days of award of contract. Buyer shall, either approve the drawings or will provide complete list of modification required in the drawings within 5 days. Seller shall be required to ensure supply as per approved Drawings with modifications as communicated by Buyer. If there is delay from buyer side in approval of drawing– the delivery period shall be refixed without LD for the period of delay in approval of Drawing.

5. Generic

the right to accept in part or in full any bid or reject any or all bid(s), without assigning any reason or to cancel the bidding process at any time prior to award of contract, without incurring any liability whatsoever to the affected bidder's and bidder's claim / request to this effect would not be entertained at all.

6. 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.

7. Generic

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.

8. 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.

9. Scope of Supply

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

10. 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.

11. 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.

12. 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:

- Single order of at least 35% of estimated bid value; or
- Two orders of at least 20% each of estimated bid value; or
- 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

13. Financial Criteria

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

14. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

1. Bidder Turnover Certificate
2. Copy of PAN Card.
3. Copy of GSTIN.
4. Copy of Cancelled Cheque.
5. Copy of EFT Mandate duly certified by Bank.
6. Average Turnover certificate CA Certified
7. Integrity Pact
8. Declaration for PPP-MII Policy
9. Declaration for Land Border Policy

15. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. (You can refer to the format provided by the GeM for the Integrity Pact document, which is available on the official website of GeM.)

16. Generic

Installation, Commissioning, Testing, Configuration, Training (if any - whichever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorized Reseller.

17. Generic

OPTIONAL SITE VISIT:

• The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder. ONLY

• The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.

• The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

18. Generic

Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

19. Generic

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

20. Generic

Shelf Life: The Product to be supplied must have minimum 5 YEARS OF RESIDUAL LIFE Shelf Life. On the date of supply, minimum 5 YEARS OF RESIDUAL LIFE usable shelf life should be available / balance.

21. Generic

Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 5 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM/Bidder before this period.

22. 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.

23. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regard. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

24. Generic

Experience Criteria: The Bidder or its OEM/Bidder (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

25. Warranty

Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.

26. Generic

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

27. Service & Support

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

28. Warranty

Warranty period of the supplied products shall be 1 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/Bidder 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 Centre's near consignee destinations are to be uploaded along with the bid.

29. Service & Support

Availability of Service Centre's: 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.

30. Generic

Malicious Code Certificate: The seller should upload following certificate in the bid:-

• This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

o Inhibit the desired and designed function of the equipment.

o Cause physical damage to the user or equipment during the exploitation.

o Tap information resident or transient in the equipment/network.

• The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

31. Scope of Supply

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

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.