

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687756331215

अनुबंध तिथि | Generated Date : 15-May-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4825720](#)

अनुसूची नाम | Schedule Name: Schedule 9

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्ररूप   Type : State Government	पद   Designation : Foreman Engineer
मंत्रालय   Ministry : -	संपर्क नंबर   Contact No. : 01965-220034-
विभाग   Department : Youth Services and Sports and Technical Education Department	ईमेल आईडी   Email ID : neerajsam.85920@jk.gov.in
संगठन का नाम   Organisation Name : Technical Education Department	जीएसटीआईएन   GSTIN : -
कार्यालय क्षेत्र   Office Zone: Poonch	पता   Address : GOVERNMENT POLYTECHNIC COLLEGE POONCH ITI HOSTEL BUILDING MOHALLAH POWER HOUSE POONCH-185101, POONCH, JAMMU & KASHMIR-185101, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail	भुगतान प्राधिकरण विवरण   Paying Authority Details
आईएफडी सहमति   IFD Concurrence : No	Role: BUYER
प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval: PRINCIPAL	भुगतान का तरीका   Payment Mode: Offline
वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval: PRINCIPAL	पद   Designation : Foreman Engineer
	ईमेल आईडी   Email ID : neerajsam.85920@jk.gov.in
	जीएसटीआईएन   GSTIN : -
	पता   Address : GOVERNMENT POLYTECHNIC COLLEGE POONCH ITI HOSTEL BUILDING MOHALLAH POWER HOUSE POONCH-185101, Poonch, JAMMU & KASHMIR-185101, India

विक्रेता विवरण   Seller Details
जेम विक्रेता आईडी   GeM Seller ID : N6DX210002887829
कंपनी का नाम   Company Name : M/S RST ENTERPRISES
संपर्क नंबर   Contact No. : 07006143562
ईमेल आईडी   Email ID : ranjnatilak@gmail.com
पता   Address : NA, Tilak Raj, smile n shine dental clinic, marble market road, near jio head office, SAINIK CLONY JAMMU, Jammu, JAMMU & KASHMIR-180011, -
एमएसएमई पंजीकरण संख्या   MSME Registration number : UDYAM-JK-07-0009350
एमएसई सामाजिक श्रेणी   MSE Social Category : General
एमएसई लिंग श्रेणी   MSE Gender : Female
जीएसटीआईएन   GSTIN: 01DVKPK0851F1ZY (R) , (G)

\* 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 : Single phase submersible 2 hp motor with pump ब्रांड   Brand : AS PER BUYER REQUIREMENT 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: AS PER BOQ एचएसएन कोड   HSN Code: 9752	1	pieces	27,372	NA	27,372
कुल ऑर्डर मूल्य   Total Order Value (in INR)						27,372

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 : -					



Scope of supply includes Training: Number of employees to be trained

3

, Place for Training

GOVT. POLYTECHNIC COLLEGE POONCH SATHRA MANDI

and Duration of training

3

days.

#### 2.9 Generic:

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

#### 2.10 Generic:

The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price:

YES

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#### 2.11 Generic:

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.

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

3. 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.

#### 2.12 Generic:

The seller is required to print logo as per buyer's requirement.

#### 2.13 Generic:

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

#### 2.14 Scope of Supply:

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

#### 2.15 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.

#### 2.16 Turnover:

OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product 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 OEM 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. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

#### 2.17 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.

#### 2.18 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.

#### 2.19 Service & Support:

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

#### 2.20 Service & Support:

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

#### 2.21 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.

#### 2.22 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.

#### 2.23 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.

#### 2.24 Certificates:

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

#### 2.25 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.

#### 2.26 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.

#### 2.27 Certificates:

To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid):

#### ALL DOCUMENTS

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#### 2.28 Warranty:

Warranty period of the supplied products shall be 5 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.

#### 2.29 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.

#### 2.30 Warranty:

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 5 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

#### 2.31 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.

#### 2.32 Sample Clause:

After award of contract – Successful Bidder shall have to get advance sample approved from buyer before bulk manufacturing / starting bulk supplies. Successful Bidder shall submit

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samples for Buyer's approval, within 5 days of award of contract. Buyer shall, as per contract specifications framework, either approve the advance sample or will provide complete list of modification required in the sample within 5 days of receipt of advance sample. Seller shall be required to ensure supply as per approved sample with modifications as communicated by Buyer. If there is delay from buyer side in approval of advance sample – the delivery period shall be refixed without LD for the period of delay in sample approval. In case, the sample is found to have major deviations / not conforming to the Contract specifications, the buyer at its discretion may call for fresh samples for approval before allowing bulk supplies or may terminate the contract after notifying the deviations to the seller.

Unless otherwise provided in the contract, all samples required for test shall be supplied by the contractor free of cost. Where under the contract, the contractor is required to submit an advance sample, any expenses incurred by the contractor on or in connection with the production of stores in bulk, before the sample has been approved unconditionally shall be borne by the Seller and he shall not claim any compensation in the event of such sample being found unacceptable by the Buyer / Consignee.

#### 2.33 Sample Clause:

For clothing and allied items, if pre-dispatch Inspection clause has been selected in the Bid, the Inspection Agency shall forward sample from the accepted lot duly identified/ sealed by it, as Reference Sample to each consignee (one reference sample per consignee) for comparing the lot received at consignee end with such reference sample. Such reference samples will be treated as part of supplied quantity from the lot and cost shall be borne by the Buyer.

#### 2.34 Forms of EMD and PBG:

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

PRINCIPAL GOVT. POLYTECHNIC COLLEGE POONCH SATHRA MANDI  
payable at  
JK BANK POONCH

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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.

#### 2.35 Forms of EMD and PBG:

Bidders can also submit the EMD with Banker's Cheque in favour of

PRINCIPAL GOVT. POLYTECHNIC COLLEGE POONCH SATHRA MANDI  
payable at  
JK BANK POONCH

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

#### 2.36 Forms of EMD and PBG:

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

PRINCIPAL GOVT. POLYTECHNIC COLLEGE POONCH SATHRA MANDI  
Account No.  
001904000025957  
IFSC Code  
JAKA0BORDER  
Bank Name  
JK BANK  
Branch address  
NEAR GURDWARA SINGH SABHA

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Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

#### 2.37 Forms of EMD and PBG:

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in

favour of

PRINCIPAL GOVT. POLYTECHNIC COLLEGE POONCH SATHRA MANDI

payable at

JK BANK POONCH

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

**2.38 Forms of EMD and PBG:**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

PRINCIPAL GOVT. POLYTECHNIC COLLEGE POONCH SATHRA MANDI

Account No.

001904000025957

IFSC Code

JAKA0BORDER

Bank Name

JK BANK

Branch address

NEAR GURDWARA SINGH SABHA POONCH

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

**2.39 Financial Criteria:**

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

**2.40 Buyer Added Bid Specific ATC:**

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

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.