

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687766425451

अनुबंध तिथि | Generated Date : 27-Jun-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/5021624](#)

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्रकार   Type : State Local Bodies मंत्रालय   Ministry : - विभाग   Department : Urban Development Department Uttar Pradesh संगठन का नाम   Organisation Name : e-Municipalities - eServices to citizens and Employees of Urban Local Bodies of Uttar Pradesh कार्यालय क्षेत्र   Office Zone: Nagar Palika Parishad Khurja	पद   Designation : WATERWORKS संपर्क नंबर   Contact No. : 0522-4041307- ईमेल आईडी   Email ID : buycon425.eceep.up@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address : Nagar Palika Parishad Office Khurja Bulandshahr UP., BULANDESHAH, UTTAR PRADESH-203131, 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: EO/CHAIRMAN वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval: EO/CHAIRMAN	Role: BUYER भुगतान का तरीका   Payment Mode: Offline पद   Designation : WATERWORKS ईमेल आईडी   Email ID : buycon425.eceep.up@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address: Nagar Palika Parishad Office Khurja Bulandshahr UP., Bulandshahr, UTTAR PRADESH-203131, India

विक्रेता विवरण   Seller Details
जेम विक्रेता आईडी   GeM Seller ID : 7B29190000880183 कंपनी का नाम   Company Name : Shri Enterprises संपर्क नंबर   Contact No. : 09456411656 ईमेल आईडी   Email ID : shrienterprises23@gmail.com पता   Address : H NO 451,DEVIPURA 2ND,KRISHNA NAGAR, BULANDESHAH, UTTAR PRADESH-203001, - एमएसएमई पंजीकरण संख्या   MSME Registration number : - जीएसटीआईएन   GSTIN: 09ELZPS4624G1Z9 (R)

\*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 : Unbranded RO & UV both SS304 Drinking Water Coolers With Built In Water Purification System ब्रांड   Brand : NA 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 : Drinking Water Coolers With Built In Water Purification System (Uv Or Ro) (Q3) मॉडल   Model: PURECHILL 80PSS UV & RO एचएसएन कोड   HSN Code: HSN not specified by seller	20	pieces	95,100	NA	1,902,000
कुल ऑर्डर मूल्य   Total Order Value (in INR)						1,902,000

परोक्षिती विवरण   Consignee Detail						
क्र.सं.   S.No	परोक्षिती   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 : buycon425.eceep.up@gembuyer.in संपर्क   Contact : 0522-4041307-	Unbranded RO & UV both SS304 Drinking Water Coolers With Built	-	20	27-Jun-2024	26-Aug-2024

जीएसटीआईएन | GSTIN : -  
पता | Address : Nagar Palika Parishad Office Khurja Bulandshahr UP.,  
BULANSHAHAR, UTTAR PRADESH-203131, India

In Water Purification  
System

**Product Specification for Unbranded RO & UV both SS304 Drinking Water Coolers With Built In Water Purification System**

विनिर्देश   Specification	उप-विनिर्देश   Sub-Spec	मूल्य   Value
Certification	Certification	CE,ISO,NA
	Availability of toll free facility for technical support maintained by OEM or authorized agencies	Yes
	Installation and demonstration to be given before acceptance	Yes
	Number of free services during warranty	2
	Warranty of Machine	1 year
	Life of RO filters(Liters)	9000-10000
	UV Water purifier conforms IS 14724 : 1999	Yes
	Warranty of Compressor	1 year
	Water Cooler unit conforms to IS 1475-1	Yes
Construction	Body Material	SS304
	UV lamps rating (Watt)	100
	Refrigerent	R134a
	Evaporator material	Pure Copper
	Number of Faucets	2
	Insulation	PUF
	Length	48 centimeter
	Weight	73 kilogram
	Storage Capacity	80 liter
	Height	145 centimeter
	Material of Faucets	SS
	Width	66 centimeter
	Storage Tank Material	Stainless Steel 304
	Condensor material	Copper
	No of UV circuit purification	1
Performance	Stages of Purification	Carbon block purification,Reverse osmosis membrane purification,UV purification
	Input quality of water in TDS for pre-filtration	>=1200
	Water Filter Type	RO & UV both
	Auto flushing system	Yes
	RO membrane rating in GPD	75
	No of RO membrane corresponding to given rating	6
	Reminerlisation feature	No
	Cooling Capacity, Ltr/hr	25
	Operating Tempaure	17 degree Celsius
	RO booster pump operating Voltage	12V
	RO Booster Pump available	Yes
	Output quality of water in TDS post filtration	=<200
	Purification capacity, Ltr/hr	20
	Power Requirement	220-240V AC
	Max flow Rate, Ltr/min	60

**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.

खरीदार परिभाषित अतिरिक्त विशिष्टता के लिए | Buyer Defined Additional Specification for Unbranded RO & UV both SS304 Drinking Water Coolers With Built In Water Purification System

विनिर्देश   Specification	मूल्य   Value
Note	Bidder confirm to supply products as per buyer estimate specification, Water cooler capacity 80 liter, Stabilizer 4KVA Automatic An ISO approve, Water Purifier ISO approve make

मूल्य द्विभाजन एक्सेल फ़ाइल विवरण | Price Bifurcation Excel File details: [Price of products](#)

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक   Advisory Bank :	State Bank of India
ईपीबीजी प्रतिशत (%)   ePBG Percentage(%):	2.00

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

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 *Forms of EMD and PBG:*

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

2.3 *Scope of Supply:*

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

2.4 *Buyer Added Bid Specific ATC:*

Buyer Added text based ATC clauses

1. **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. **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 before this**

3. **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 %.**

4. **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.**

5. **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 3 years 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.**

6. **Generic**

**Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have experience of the wo**

rk the similar.

7. **Generic**

**Malicious Code Certificate:**

The seller should upload following certificate in the bid:-

(a) 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 :-

(i) Inhibit the desires and designed function of the equipment.

(ii) Cause physical damage to the user or equipment during the exploitation.

(iii) Tap information resident or transient in the equipment/network.

(b) 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.

8. **Turnover**

**Bidder Turnover 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.

The average audited annual turnover on construction works of the bidder during the immediate last three consecutive financial years should be at least 30% of the cost of work put to tender. Year in which no turnover is shown would also be considered as zero turnover for working out the average. These audited balance sheet statements should be duly signed by Statutory Auditor.

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.

10. **Service & Support**

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

11. **Service & Support**

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

12. **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 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.

13. **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.

14. **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.

15. **Scope of Work**

**Scope of Work: Supply of Goods Only.**

16. **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.

17. **Manufacturer should have dedicated Local service centers to provide quick response against warranty.**

18. **Bidder must submit 1 years warranty certificate on OEM letterhead**

19. Bidder must submit BoQ Compliance of Technical Specification.
20. PAN Card, Firm Registration Certificate, GST Registration.
21. Bidder must submit all documents i.e. Non-Blacklisting, Right of Departments, Terms and condition acceptance , T-6, Bid Validity affidavit required, PAN Card, Firm Registration Certificate, ISO:9001, ISO14001, ISO:45001.
22. No advance payment release any case to contractor, all payment will be release after verification
23. Net Worth: The firm should have positive net worth on date of bidding as certified by its Statutory Auditor of the Firm.
24. Solvency Certificate: Solvency Certificate of minimum 40% of the tender value will be required to be submitted . The bidder must maintain his solvency till completion of project. Solvency Certificate issued by any Scheduled Commercial Bank shall be accepted, which will be valid for a period of one year from the date of issue unless otherwise mentioned.
25. Available Bid Capacity:  
The available bid Capacity of the bidder at the expected time of bidding shall be more than the total estimated cost of the work for which the tender is invited.  
The available Bid Capacity shall be assessed using following formula:-  
Assessed Available Bid Capacity  
=  $2 \times A \times N - B$  Where  
A= Maximum turnover during the last Three financial year (corrected to the current level of value)  
N= Stipulated period of execution of the work for which the tender is invited in years  
B= Value of existing commitments to be completed during the execution period of bid.
- The turnover shall be corrected to the current level of value by multiplying with the updation factor given below :

Sl.	Financial Year	Updation factor
1	Year 1	1.00
2	Year 2	1.07
3	Year 3	1.14

26. Experience of Similar Works: The Bidders should have experience of execution of works of similar nature including construction, supply, installation, testing & successful commissioning and other related associated / allied appurtenant works as applicable.
- Firm should have successfully completed and commissioned *similar works* during last Ten years as on date of publication of NIT, satisfying either of following:
- Three similar completed and commissioned works each costing not less than 30% of cost of work put to bid, or,
  - Two similar completed and commissioned works costing not less than 40% of cost of work put to bid. or,
  - One similar completed and commissioned work costing not less than 60% of cost of work put to bid.
27. This should be certified by an officer not below the rank of Executive Officer.
28. The Earnest Money of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.
29. The Earnest Money of unsuccessful bidders will be returned soon after approval of technical bid by the competent authority and latest on or before the 30th day after award of the contract.
30. RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS The department shall have right, not to accept the lowest bid and also to reject any or all bids or terminate the tendering process at any time, without assigning any reason, affidavit required from bidder.

**B1 Bidder turnover 40 Lakhs**

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.