

## Contract



**Contract No:** GEMC-511687743712710

**Generated Date:** 27-Feb-2022

**Bid/RA/PR No:** [GEM/2022/B/1864314](#)

Organisation Details	Buyer Details
Type: Central Government Ministry: Ministry of Agriculture and Farmers Welfare Department: Department of Agricultural Research and Education (DARE) Organisation Name: Indian Council of Agricultural Research (ICAR) Office Zone: Icar-central Avian Research Institute, Izatnagar	Designation: UDC Contact No.: 0581-2971809- Email ID: buycon120.icari.up@gembuyer.in GSTIN: 09AAALI0362D1DR Address: Central Avian Research Institute, Izatnagar, Bareilly, BAREILLY, UTTAR PRADESH-243122, India

Financial Approval Detail	Paying Authority Details
IFD Concurrence: No Designation of Administrative Approval: The Director, CARI Designation of Financial Approval: The Director, CARI	Payment Mode: Offline Designation: Assistant Finance and Accounts Officer Email ID: kailash.chand@icar.gov.in GSTIN: N Address: Central Avian Research Institute, Izatnagar, Bareilly, BAREILLY, UTTAR PRADESH-243122, India

Seller Details	
GeM Seller ID:	VWK4210004518165
Company Name:	SIGMA ENTERPRISES
Contact No.:	09568680714
Email ID:	sigma9211@gmail.com
Address:	78,SUFI TOLA,SHAHJAHAN PUR ROAD,OLD CITY, Bareilly, UTTAR PRADESH-243005, -
MSME verified:	Yes
MSME Registration number:	UDYAM-UP-15-0012304
MSE Social Category:	OBC
MSE Gender:	Male
GSTIN:	09ATYPT5170F1ZW

\*GST / Tax invoice to be raised in the name of - Consignee

Product Details						
#	Item Description	Ordered Quantity	Unit	Unit Price (INR)	Tax Bifurcation (INR)	Price (Inclusive of all Duties and Taxes in INR)
1	<b>Product Name :</b> Wire <b>Brand :</b> haveels <b>Brand Type :</b> Unbranded <b>Catalogue Status :</b> Catalogue not verified by OEM <b>Selling As :</b> Reseller not verified by OEM Category Name & Quadrant : BOQ (Q3) NA NA	10	Bundles	1,699	NA	16,990
2	<b>Product Name :</b> Switch <b>Brand :</b> ANCHOR <b>Brand Type :</b> Unbranded <b>Catalogue Status :</b> Catalogue not verified by OEM <b>Selling As :</b> Reseller not verified by OEM Category Name & Quadrant : BOQ (Q3) NA NA	100	Numbers	19	NA	1,900
3	<b>Product Name :</b> Socket <b>Brand :</b> ANCHOR <b>Brand Type :</b> Unbranded <b>Catalogue Status :</b> Catalogue not verified by OEM <b>Selling As :</b> Reseller not verified by OEM Category Name & Quadrant : BOQ (Q3) NA NA	100	Numbers	29	NA	2,900
4	<b>Product Name :</b> Plug Top <b>Brand :</b> ANCHOR <b>Brand Type :</b> Unbranded <b>Catalogue Status :</b> Catalogue not verified by OEM <b>Selling As :</b> Reseller not verified by OEM	100	Numbers	53	NA	5,300

Category Name & Quadrant : BOQ (Q3)

NA

NA

Total Order Value (in INR)

27,090

### Consignee Detail

S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: - Email ID: buycon120.icari.up@gembuyer.in Contact: 0581-2971809- GSTIN: 09AAALI0362D1DR Address: Central Avian Research Institute, Izatnagar, Bareilly, BAREILLY, UTTAR PRADESH-243122, India	Wire	-	10	27-Feb-2022	14-Mar-2022
		Switch	-	100	27-Feb-2022	14-Mar-2022
		Socket	-	100	27-Feb-2022	14-Mar-2022
		Plug Top	-	100	27-Feb-2022	14-Mar-2022

### Specification 1

[Specification Document](#)

[Buyer BOQ Document](#)

[Compliance of BOQ Specification And Supporting Document](#)

**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.

### Specification 2

[Specification Document](#)

[Buyer BOQ Document](#)

[Compliance of BOQ Specification And Supporting Document](#)

**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.

### Specification 3

[Specification Document](#)

[Buyer BOQ Document](#)

[Compliance of BOQ Specification And Supporting Document](#)

**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.

### Specification 4

[Specification Document](#)

## Buyer BOQ Document

### Compliance of BOQ Specification And Supporting Document

**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.

### **Terms and Conditions**

#### **1. General Terms and Conditions-**

**1.1 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) as available on the GeM portal (unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable**

**1.2 Terms of delivery: Free Delivery at Site including loading/unloading. In respect of items requiring installation and / or commissioning and other services in the scope of supply (as indicated in respective product category specification / STC / ATC), and the cost of the same is also included in the Contract price.**

**1.2.1 Contracted goods should be delivered at the consignee or designated delivery location as per the working time of the buying organisation. Seller may get the same confirmed from consignee before scheduling delivery.**

**1.2.2 A copy of the contract should be available with the messenger / dispatching agency that delivers the Goods at consignee / delivery location (preferably pasted / attached outside the consignment / package) for easy reference and ease in delivery acceptance.**

**1.3 Delivery period: The Delivery Period/Time shall be essence of the Contract and delivery must be completed not later than such date(s). Any modification thereto shall be mutually agreed and incorporated in the Contract as per the provisions of the GTC.**

**1.4 Performance Security: If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller.**

**1.5 Taxes and Duties: Contract Prices are all inclusive i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. Break up of GST shall be indicated by the Seller while raising invoice / bill on GeM. While submitting the bill / invoice Seller shall undertake that the Goods and Services Tax (GST) charged on this bill is not more than what is payable under the provision on the relevant Act or the Rules made there under and that the Goods on which GST has been charged have not been exempted under the GST Act or the Rules made there under and the charges on account of GST on these goods are correct under the provision of that Act or the rules made there under.**

**1.6 Octroi Duty and / or other local taxes:Contract Prices are all inclusive hence no reimbursement over and above the contract price(s) shall be allowed to seller towards payment of local taxes (such as levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies etc).**

**1.7 Limitation of Liability: The provisions of limitation of liability between Buyer and Seller as given in the GTC shall be applicable here.**

**1.8 Resolution of disputes: The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.**

**1.9 Liquidated Damages: If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever. In case, Service Level Agreement (SLA) is applicable the same shall be applicable for the Contract.**

**1.10 Financial Certificate:**

**1.10.1 The expenditure involved for this purpose has received the Sanction of the competent financial authority.**

**1.10.2 The funds are available under the proper head in the sanction budget allotment for the concern financial year.**

**1.10.3 I have been fully authorized by the department to sign the supply order or incur the liability of the Goods being ordered.**

**1.11 The bidder should submit a self declaration to the effect in bidder's official letter head that their agency have not been black listed by any Agency whatsoever till date.**

#### **2. Buyer Added Bid Specific Terms and Conditions-**

##### **2.1 Buyer Added Bid Specific ATC**

**Buyer Added text based ATC clauses**

**The scan copy of "Tender acceptance letter" and Undertaking (to be given on company letter head).**

**Quote their most competitive FOR Prices.**

**Terms of delivery: Delivery at site, viz. ICAR-Central Avian Research Institute, Izatnagar Bareilly.**

**Delivery period for goods: As per schedule.**

**Terms of Inspection by the purchaser's representative: At ICAR-CARI, Izatnagar Bareilly**

**after Receipt of Supply of Goods.**

**Leaflet/Brochure/pictures or any other technical details should be attached in technical bid, if any.**

**Tenderers are required to clearly mention the name of the brand.**

**Tenderer will bid only on the price of one of these for (1) Havells (2) Polycab (3) Anchor (4) Gm Modular (5)Legrand (6) Orpat (7) KEI (8) RR Cables apart from this, no other brand of P.V.C Sheets will be accepted.**

**Before Supply Sample can be seen.**

*2.2 Buyer Added Bid Specific ATC*

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

**Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.**