

## Contract



**Contract No:** GEMC-511687758957669

**Generated Date:** 23-Mar-2022

<b>Organisation Details</b> Type: State Government Ministry: - Department: Youth Services and Sports and Technical Education Department Jammu and Kashmir Organisation Name: Technical Education Department Office Zone: Joint Director Office	<b>Buyer Details</b> Designation: Principal ITI Baramulla Contact No.: -7889753974- Email ID: iti-baramulla@jk.gov.in GSTIN: - Address: National Highway Kralhar Baramulla, BARAMULLA, JAMMU & KASHMIR-193101, India
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<b>Financial Approval Detail</b> IFD Concurrence: No Designation of Administrative Approval: Principal ITI Designation of Financial Approval: Principal ITI	<b>Paying Authority Details</b> Payment Mode: Offline Designation: DDO ITI Baramulla Email ID: ddo-itibaramulla@jk.gov.in GSTIN: - Address: National Highway Kralhar Baramulla, Baramulla, JAMMU & KASHMIR-193101, India
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<b>Seller Details</b> GeM Seller ID: V1CX210003797823 Company Name: B.A. ENTERPRISES Contact No.: 09541682355 Email ID: baenterprises2021@yahoo.com Address: GROUND FLOOR, 1, MALVARI, Landmark HOTEL RAFADA, MEHJOOR NAGAR, Srinagar, Jammu and Kashmir, 190015, B.A. ENTERPRISES NEAR MEHJOOR SCHOOL, MALVARI, GUSLHAN-ABAD., Budgam, JAMMU & KASHMIR-190015, - MSME verified: Yes MSME Registration number: UDYAM-JK-21-0007599 MSE Social Category: General MSE Gender: Male GSTIN: 01AAEPZ8294P1ZT
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\*GST / Tax invoice to be raised in the name of - Consignee

#	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> : Luminous UPS 5.0 KVA UPS <b>Brand</b> : Luminous UPS <b>Brand Type</b> : Registered Brand <b>Catalogue Status</b> : Catalogue not verified by OEM <b>Selling As</b> : Reseller not verified by OEM Category Name & Quadrant : Online Ups-IS:9000 (Q3) LD5000 HSN not specified by seller	1	pieces	174,984.3	NA	174,984.3
Total Order Value (in INR)						<b>174,984.3</b>

Consignee Detail						
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: Principal ITI Baramulla Email ID: iti-baramulla@jk.gov.in Contact: -7889753974- GSTIN: - Address: National Highway Kralhar Baramulla, BARAMULLA, JAMMU & KASHMIR-193101, India	Luminous UPS 5.0 KVA UPS	-	1	23-Mar-2022	21-Jun-2022

**Product Specification for Luminous UPS 5.0 KVA UPS**

Specification	Sub-Spec	Value
Generic	Rating in KVA (KVA)	5.0 KVA
	Technology	IGBT-PWM with inbuilt isolation transformer
	Input Power	single phase 160V - 260V sinewave,50Hz
	Output power	Single phase 230V +/-1% sinewave 50 Hz
	Backup time (Minutes)	60
	Minimum VAH (VAH)	8640
	Warranty for UPS (Years)	2
	Movable trolley for Batteries	Without trolley but with rack
	Warranty for battery	2
	Degree of Protection	IP21
	Cabling 5 meters for input and out put	With
	Paralleling kit for synchronising	Without
	Installation and Commissioning	Yes
Constructional	Minimum thickness of M.S.Sheet Enclosure duly painted (mm)	1.2
	Type of Battery	SMF-VRLA conforming to JISC:8702(Pt.I,II&III)
Functional	Maximum overshoot and Under shoot of output rated voltage	4
	Voltage Regulation from no load to full load (%)	< / = 3%
	20% Overload limit for minimum 10 minutes	Yes
	Overall Efficiency (%)	>/=90%
	Total Harmonic Distortion(THD) (%)	Maximum 3%
	50% Overload limit for minimum 1 minutes	Yes
Protection	Protection for under voltage at battery terminal at 10.5V per 12 V battery	Yes
	Protection of Over voltage,Short Circuit & over load at UPS output terminal	Yes
Metering And Indications	Digital Metering in UPS for AC Input Voltage,Output AC Voltage,Current,Frequency,Battery Voltage and Current	Yes
	Indicators for mains presence,Battery charging and discharging,Output Over Load, Low Battery Voltage	Yes
Reports And Certification	Damp Heat : in accordance with IS:9000(part 5/sec.2)1981 at Temperature of 40 degree C,two cycles of (12+12) hours each 2007)	Yes
	Dry Heat Test : in accordance with IS:9000 (part 3/sec.5)1977 (reaffirmed 2007) at 55 degree C for 16 hrs	Yes
	Cold Test : in accordance with IS:9000 (Part 2/Sec.4)1977 (Reaffirmed 2007) at -10 degree C for 4 hrs.	Yes
	Availability of the Type Test Report from Central Govt. /NABL/ILAC Accredited lab covering all technical requirements.	Yes
	Type Test Certificate No.	592
	Type Test Certificate date	18.11.17
	Name of Lab	URS
	Address of Lab	NOIDA
	As per Meity (Government of India) guidelines UPS shall have valid BIS CRS certifications as applicable	Yes
<p><b>Note:</b> 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.</p>		

## Terms and Conditions

### 1. Special terms and conditions- Version:1 effective from 04-05-2020

#### 1.1

##### Calculation of Minimum VAH based on Back up time

Minimum VAH requirements would be calculated on the basis of following:

(VAH Calculation: Battery Voltage x Battery Ah x No. of Batteries = VAH)

UPS Rating	15 Minutes	30 Minutes	60 Minutes	90 Minutes	120 Minutes	180 Minutes	240 Minutes
1 KVA	400 VAH	800 VAH	1600 VAH	2400 VAH	3200 VAH	4800 VAH	6400 VAH
2 KVA	800 VAH	1600 VAH	3200 VAH	4800 VAH	6400 VAH	9600 VAH	12800 VAH
3 KVA	1200 VAH	2400 VAH	4800 VAH	7200VAH	9600 VAH	14400 VAH	19200 VAH
5 KVA	2000 VAH	4000 VAH	8000 VAH	12000 VAH	16000 VAH	24000 VAH	32000 VAH
6 KVA	2400 VAH	4800 VAH	9600 VAH	14400 VAH	19200 VAH	28800 VAH	38400 VAH
7.5 KVA	3000 VAH	6000 VAH	12000 VAH	18000 VAH	24000 VAH	36000 VAH	48000 VAH
10 KVA	4000 VAH	8000 VAH	16000 VAH	24000 VAH	32000 VAH	48000 VAH	64000 VAH
15 KVA	6000 VAH	12000 VAH	24000 VAH	36000 VAH	48000 VAH	72000 VAH	96000 VAH
20 KVA	8000 VAH	16000 VAH	32000 VAH	48000 VAH	64000 VAH	96000 VAH	128000 VAH
30 KVA	12000 VAH	24000 VAH	48000 VAH	72000 VAH	96000 VAH	144000 VAH	192000 VAH
40 KVA	16000 VAH	32000 VAH	64000 VAH	96000 VAH	128000 VAH	192000 VAH	256000 VAH
60 KVA	24000 VAH	48000 VAH	96000 VAH	144000 VAH	192000 VAH	288000 VAH	384000 VAH
80 KVA	32000 VAH	64000 VAH	128000 VAH	192000 VAH	256000 VAH	384000 VAH	512000 VAH
100 KVA	40000 VAH	80000 VAH	160000 VAH	240000 VAH	320000 VAH	480000 VAH	640000 VAH

### 2. General Terms and Conditions-

**2.1 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**

**2.2 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.**

**2.2.1 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.**

**2.2.2 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.**

**2.3 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.**

**2.4 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.**

**2.5 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.**

**2.6 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).**

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

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

**2.9 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.**

#### 2.10 Financial Certificate:

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

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

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

**2.11 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.**

