

## Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687760350185

Generated Date | अनुबंध तिथि: 08-Jan-2024

Bid/RA/PBP No. | बोली/आरए/पीबीपी संख्या: [GEM/2023/B/4103469](#)

Schedule Name | अनुसूची नाम: Schedule 7

Organisation Details   संगठन विवरण	Buyer Details   खरीदार विवरण
Type   प्ररूप: Central Autonomous	Designation   पद: Store InCharge Medical
Ministry   मंत्रालय: Ministry of Labour and Employment	Contact No.   संपर्क नंबर: -
Department   विभाग: NA	Email ID   ईमेल आईडी: dr.aparna.vyas@esic.nic.in
Organisation Name   संगठन का नाम: Employees State Insurance Corporation (ESIC)	GSTIN   जीएसटीआईएन: -
Office Zone   कार्यालय क्षेत्र: Esic Model Hospital Jaipur	Address   पता: ESIC Model hospital, Laxminagar, Ajmer road, Jaipur, JAIPUR, RAJASTHAN-302006, India

Financial Approval Detail   वित्तीय स्वीकृति विवरण	Paying Authority Details   भुगतान प्राधिकरण विवरण
IFD Concurrence   आईएफडी सहमति: No	Role: PAO
Designation of Administrative Approval   प्रशासनिक अनुमोदन का पदनाम: Medical Superintendent	Payment Mode   भुगतान का तरीका: Offline
Designation of Financial Approval   वित्तीय अनुमोदन का पदनाम: DDF	Designation   पद: Assistant Director Finance
	Email ID   ईमेल आईडी: shambhud.chandel@esic.nic.in
	GSTIN   जीएसटीआईएन: -
	Address   पता: ESIC Model hospital, Laxminagar, Ajmer road, Jaipur, JAIPUR CITY (SOUTH), RAJASTHAN-302006, India

Seller Details   विक्रेता विवरण	
GeM Seller ID   जेम विक्रेता आईडी: 6449190000760917	Company Name   कंपनी का नाम: SACH PHARMATECH PRIVATE LIMITED
Contact No.   संपर्क नंबर: 09211797801	Email ID   ईमेल आईडी: sachpharma2004@gmail.com
Address   पता: 23/4, BASEMENT, CHADHA BHAWAN, SHAKTI NAGAR, NEW DELHI, DELHI-110007, -	MII Status   एमआईआई स्थिति: True
MSME verified   एमएसएमई सत्यापित: No	MSME Registration number   एमएसएमई पंजीकरण संख्या: UDYAM-DL-04-0006401
MSE Social Category   एमएसएमई सामाजिक श्रेणी: General	MSE Gender   एमएसएमई लिंग श्रेणी: Male
GSTIN   जीएसटीआईएन: 07AAJCS1522M1Z7	

\*GST / Tax invoice to be raised in the name of | जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा - Buyer

Delivery Instructions | वितरण निर्देश: Room no 46, Ground floor, Deepak sharma 7014385241

#	Item Description   आइटम विवरण	Ordered Quantity   आइटम विवरण	Unit   इकाई	Unit Price (INR)   इकाई मूल्य (INR)	Tax Bifurcation (INR)   कर विभाजन (INR)	Price (Inclusive of all Duties and Taxes in INR)   मूल्य (INR) में सभी शुल्क और कर सहित
1	Product Name   उत्पाद का नाम: HbSag Card test Brand   ब्रांड: Pathkits Healthcare Pvt. Ltd. Brand Type   ब्रांड प्रकार: Unbranded Catalogue Status   कैटलॉग की स्थिति: Catalogue not verified by OEM Selling As   कैसे बेचा जा रहा है: Reseller not verified by OEM Category Name & Quadrant   श्रेणी का नाम और चतुर्थांश: BOQ (Q3) Model   मॉडल: SIMPLE HSN Code   एचएसएन कोड: 9018	8,000	pieces	4.95	NA	39,600
Total Order Value   कुल ऑर्डर मूल्य (in INR)						39,600

Consignee Detail   परेषिती विवरण						
S.No   क्र.सं.	Consignee   परेषिती	Item   वस्तु	Lot No.   लॉट नंबर	Quantity   मात्रा	Delivery Start After   दिनांक के बाद डिलीवरी शुरू करना है	Delivery To Be Completed By   वितरण पूरा कब तक करना है
	Designation   पद: -					

1	Email ID   ईमेल आईडी : paras.mal@esic.nic.in Contact   संपर्क : - GSTIN   जीएसटीआईएन : - Address   पता : ESIC Model hospital, Laxminagar, Ajmer road, Jaipur, JAIPUR, RAJASTHAN-302006, India	HbSag Card test	-	8,000	08-Jan-2024	23-Jan-2024
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## Specification | विनिर्देश 1

[Specification Document | विशिष्टता दस्तावेज़](#)

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

[Compliance of BOQ Specification And Supporting Document | बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन](#)

**Note | टिप्पणी:** 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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## Corrigendum | शुद्धिपत्र

1. GeM-Bidding-Corr-5480575-1.pdf : [click here | यहाँ क्लिक करें](#)

## ePBG Detail | ईपीबीजी विवरण

Advisory Bank | सलाहकार बैंक :

State Bank of India

ePBG Percentage(%) | ईपीबीजी प्रतिशत (%) :

3.00

The bidder shall furnish ePBG as applicable as per bid's terms and conditions | बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा

## Terms and Conditions | नियम और शर्तें

### 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 Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

ROOM NO 46 GROUND FLOOR  
ESIC MODEL HOSPITAL  
LAXMI NAGAR  
SODALA,JAIPUR  
PIN 302006  
.

#### 2.3 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.

#### 2.4 Generic

Bidders shall quote only those products (Part of Service delivery) 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 before this period.

#### 2.5 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 %.

#### 2.6 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.

#### 2.7 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.

#### 2.8 Generic

For hazardous chemical/item, all precautionary measure as per regulation from the point of transportation/ handling/ storage/ safety/ health/ environment to be undertaken/ specified before dispatch. During dispatch, proper symbol for the hazard/ MSDS/ Batch No./ date of manufacturing/ Gross Weight/ Net Weight/ shelf Life etc are to be written/ printed/ pasted on the body of the packing.

#### 2.9 Generic

Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

#### 2.10 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.

#### 2.11 Generic

Shelf Life: The Product/Spare parts to be supplied as part of the services must have minimum

2 year

Shelf Life. On the date of supply, minimum

3/4

usable shelf life should be available / balance.

#### 2.12 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.

#### 2.13 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:

- i) The Seller fails to comply with any material term of the Contract.
- ii) 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.
- iii) 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.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

#### 2.14 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.

#### 2.15 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 Purchase Preference (Centre)

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

#### 2.18 Purchase Preference (Centre)

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

#### 2.19 Service & Support:

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

#### 2.20 Service & Support:

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

**2.21 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.

**2.22 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.

**2.23 Buyer Added Bid Specific ATC:**

Buyer Added text based ATC clauses

- 1. Experience Criteria- Bidder /OEM should upload last 3 years purchase order of relevant product category from government organization in favour of Bidder or OEM.**
- 2. Past Performance- Bidder /OEM should submit last 3 years CRAC / Invoices ( Govt Organization) of relevant category product.**
- 3. The quantity of items may be increased or decreased as per bid requirement.**
- 4. If Bidder is not a manufacturer , has to submit OEM Authorization certificate with validity.**
- 5. It is mandatory to submit on firm letter head- The firm shall abide by all the terms and conditions of Bid and they have never been blacklisted from any of Central Government / State Government /PSU.**
- 6. The competent authority reserve the right to cancel the Bid at any stage without citing any reason.**
7. It is mandatory to submit brochure for microbiology kits.

**2.24 Forms of EMD and PBG:**

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

ESI Account No.-1

payable at

SBI, Hatwara Road Branch, Jaipur

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.

**2.25 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

ESI Account No.-1

payable at

SBI, Hatwara Road Branch, Jaipur

. 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.

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

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।