

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687706945529

अनुबंध तिथि | Generated Date : 07-Feb-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4211312](#)

संगठन विवरण Organisation Details		खरीदार विवरण Buyer Details				
प्ररूप Type :	State Government	पद Designation :	IC Quarter Master Store CID			
मंत्रालय Ministry :	-	संपर्क नंबर Contact No. :	03192-242198-			
विभाग Department :	Police Department Andaman & Nicobar	ईमेल आईडी Email ID :	satyan81@and.nic.in			
संगठन का नाम Organisation Name :	N/A	जीएसटीआईएन GSTIN :	35CALS47275E1DZ			
कार्यालय क्षेत्र Office Zone:	Police Head Quarter	पता Address :	SP CID Office, Aberdeen Bazaar, Port Blair, South Andaman, SOUTH ANDAMAN, ANDAMAN & NICOBAR-744101, India			
वित्तीय स्वीकृति विवरण Financial Approval Detail		भुगतान प्राधिकरण विवरण Paying Authority Details				
आईएफडी सहमति IFD Concurrence :	Yes	Role:	BUYER			
प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval:	DGP, A&N Islands	भुगतान का तरीका Payment Mode:	Offline			
वित्तीय अनुमोदन का पदनाम Designation of Financial Approval :	DGP, A&N Islands	पद Designation :	IC Quarter Master Store CID			
		ईमेल आईडी Email ID :	satyan81@and.nic.in			
		जीएसटीआईएन GSTIN :	35CALS47275E1DZ			
		पता Address:	SP CID Office, Aberdeen Bazaar, Port Blair, South Andaman, South Andaman, ANDAMAN & NICOBAR-744101, India			
विक्रेता विवरण Seller Details						
जेम विक्रेता आईडी GeM Seller ID :	5AA8190000938366					
कंपनी का नाम Company Name :	RELIABLE LAB EQUIPMENT CO.					
संपर्क नंबर Contact No. :	08950892779					
ईमेल आईडी Email ID :	director.reliablelab@gmail.com					
पता Address :	1192 bengali mohalla ambala cantt,Randeep singh,1192,CROSS ROAD2,BANGALI MOHALLA ,AMBALA CANTT,89508, Ambala, HARYANA-133001, -					
एमएसएमई पंजीकरण संख्या MSME Registration number :	UDYAM-HR-01-0002227					
एमएसई सामाजिक श्रेणी MSE Social Category :	General					
एमएसई लिंग श्रेणी MSE Gender :	Male					
जीएसटीआईएन GSTIN:	06EIUPS6535N1Z5					
*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा GST / Tax invoice to be raised in the name of - Consignee						
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 : RLESCIENTIFIC >over 18 to 22 litre Chamber Capacity Water Baths ब्रांड Brand : RLESCIENTIFIC ब्रांड प्रकार Brand Type : Registered Brand कैटलॉग की स्थिति Catalogue Status: OEM verified catalogue कैसे बेचा जा रहा है Selling As : OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : water baths (Q3) मॉडल Model: RLE-656 D एचएसएन कोड HSN Code: HSN not specified by seller	2	pieces	29,850	NA	59,700
कुल ऑर्डर मूल्य Total Order Value (in INR)						59,700
परेषिती विवरण Consignee Detail						
क्र.सं. S.No	परेषिती 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 : - ईमेल आईडी Email ID : satyan81@and.nic.in संपर्क Contact : 03192-242198-	RLESCIENTIFIC >over 18				

1	जीएसटीआईएन GSTIN : 35CALS47275E1DZ पता Address : SP CID Office, Aberdeen Bazaar, Port Blair, South Andaman, SOUTH ANDAMAN, ANDAMAN & NICOBAR-744101, India	to 22 litre Chamber Capacity Water Baths	-	2	07-Feb-2024	08-Mar-2024
Product Specification for RLESCIENTIFIC >over 18 to 22 litre Chamber Capacity Water Baths						
विनिर्देश Specification		उप-विनिर्देश Sub-Spec	मूल्य Value			
Water Bath Chamber Dimensions, Capacity and Construction	Chamber Length of offered product:		300 millimeter			
	Chamber Width of offered product:		250 millimeter			
	Chamber Depth of offered product:		100 millimeter			
	Water bath Chamber Capacity		>over 18 to 22 litre			
	Chamber Construction:		single walled rectangular chamber			
	Material of inner Chamber and lid Construction:		Stainless Steel (SS 304)			
	Material of Outer Chamber Construction:		Epoxy coated/Powder coated mild steel			
	Weight (kg)		50			
	Number of racks provided with Water bath unit		2			
	Number of 75 mm diameter Holes provided:		6			
Heating Arrangement Parameters	Heat source:		Heating shall be done by a immersion heater.			
	Heating Capacity (>=):		1000 Watt			
Control Panel and Display Unit	Control Panel has:		ON/Off Switch, Heating & Temperature (Set & Actual) Indicators, Power mains Indicator, Temperature controller, Circulation Controller (if Water bath has circulation facility), Refrigeration Controller (if Water bath has chamber refrigeration facility), Shaking Controller (if Water bath has shaking facility)			
	Adjustable shaking frequency in rpm		NA			
	Type of Temperature controller		Digital controller cum Indicator PID Based control			
	Water bath Display type:		Digital (numerical/application specific) backlit LCD display			
	Integrated circulation pump for temperature homogeneity		Yes			
	Removable bottom plate and shaking inserts		N/A for shaking insert if the equipment provided without circulation feature			
Water bath Temperature	Temperature range of bath chamber:		5°C above ambient to 99.9°C			
	Temperature control sensitivity:		±0.5°C or better			
	Least temperature increment Step available		1 degree C			
	Temperature Accuracy:		±5°C or better			
	Safety Features:		Low fluid Alarm, High limit Alarm, Over temperature Alarm & cutoff, Redundant safety thermostat			
Power Requirement, Certifications and Warranty	Power requirement:		220 V 50 Hz Single Phase AC			
	Availability of Test Report from Central Govt/NABL/ILAC accredited lab to prove conformity to specification		Yes			
	Manufactured by ISO 9001:2008 or latest certified firm:		YES			
	Equipment has CE certification		Yes			
	Warranty Period:		5 year			
Cover	Lid/cover Provided		Yes			
	Shape of Cover		Rectangular			
Timer Unit	Timer Provided		Yes			
	Timer Setting (minimum increment step)		0 second			
	Drain plug in Chamber provided		Yes			
	Data Logging facility through (RS 232/USB/HDMI/Bluetooth etc) to computer available:		No			

Miscellaneous Features	Steel holder for tubes and Flasks provided:	No
	Drain screw for emptying of water bath	Yes
	Seamless and waterproof keypad	Yes

ईपीबीजी विवरण ePBG Detail	
सलाहकार बैंक Advisory Bank :	NA
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	NA

<p>नियम और शर्तें Terms and Conditions</p> <p>1. Special terms and conditions- Version:2 effective from 06-01-2023</p> <p>1.1 1. Comprehensive warranty:</p> <p>Comprehensive warranty shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares,. During the warranty period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months. warranty shall not be including the consumables .Further there will be 98% uptime warranty during warranty period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend warranty period by double the downtime period.</p> <p>2. Service centres:</p> <p>Details of Service outlets in India to render services for equipment to be furnished to buyer/consignees with complete address ,telephone numbers, e mails etc at time of making the supplies .It shall be the responsibility of seller to ensure that authorized service centres are available to cater to the areas where supplies are made within reasonable distance from where the service calls can be handled .Details of toll free numbers for service call and online registration of service requests also to be provided buyer/consignee at the time of supplies.</p> <p>3. Source of supply:</p> <p>It shall be responsibility of seller to provide Documents regarding source of equipments such as copy of Performa invoice or any other documents to establish that the products supplied are manufactured by OEM indicated and sourced from them .</p> <p>4. Packing and Marking: Medical equipments being very delicate and sensitive packing for the goods should be strong and durable enough to withstand transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. .The size, weights and volumes of the packing cases, remoteness of the final destination of the goods, availability or otherwise of transport and handling facilities at all points during transit up to final destination,. Quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall take in to consideration the type of medical equipments being supplied. The accessories shall be suitably labelled and packed .Each of the package shall be marked on three sides with indelible paint of proper quality: indicating contract number and date , brief description of goods including quantity ,. Packing list reference number , country of origin of goods and any other relevant details.</p> <p>5. Spare Parts:</p> <p>Seller shall provide materials, information etc. pertaining to spare parts manufactured and supplied by the OEM . It shall be ensured that the required spares are available for purchase at least for 10 years from date of supplies .In case due to any reasons the production of the spare parts is discontinued sufficient advance notice should be given to the buyer/consignee before such discontinuation to provide adequate time to purchase the required spare parts etc. Further, OEM and their service centres/dealers shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the equipments so that the same are available.</p> <p>OEM or reseller shall always accord most favoured client status to the buyer/consignee and shall give the most competitive price for spares and consumables of its machines/equipments supplied</p> <p>6. Installation, Training, Manuals:</p> <p>Seller shall be responsible to carry out Installation & commissioning, Supervision and Demonstration of the goods. They shall provide required jigs and tools for assembly, minor civil works for the completion of the installation and Training of Consignee's representatives for operating and maintaining the equipment and Supplying required number of operation & maintenance manual for the goods. In case the category parameters are specifying any requirements regarding the installations , training and manuals the same shall also be applicable.</p> <p>7. Electrical safety checking:</p> <p>Sellers are required to make sure that they furnish the list of equipments for carrying out routine and preventive maintenance to buyer/consignee. They should make sure to periodically check the electrical safety aspects as per BIS Safety Standards or equivalent. In case they do not have required equipment for such testing should ensure that the equipments checked for electrical safety compliance through labs with facilities for such checking during every preventive maintenance call.</p> <p>8. Software:</p> <p>All software updates should be provided free of cost during warranty period.</p> <p>2. General Terms and Conditions-</p> <p>2.1 This contract is governed by the General Terms and Conditions, conditions stipulated to this Product/Service as provided in the Marketplace.</p> <p>2.2 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</p> <p>3. Buyer Added Bid Specific Terms and Conditions-</p> <p>3.1 <i>Generic</i></p> <p>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.</p>
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3.2 Generic

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

FSL Unit
CID Office
Aberdeen Bazar
Port Blair
Pin No. 744101
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3.3 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.

3.4 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 7 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

3.5 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

3.6 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.

3.7 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)

3.8 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.

3.9 Certificates:

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

3.10 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.

3.11 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.

3.12 Service & Support:

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

3.13 Service & Support:

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

3.14 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.

3.15 Past Project Experience:

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

3.16 Past Project Experience:

The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and installation / commissioning of same or similar Category Products during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria:

- (i) Single order of at least 35% of estimated bid value; or
- (ii) Two orders of at least 20% each of estimated bid value; or
- (iii) Three orders of at least 15% each of estimated bid value.

Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion

3.17 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

Terms And conditions

1. The vendor should be ready to provide demo as when required by the Purchase committee at the time of technical evaluation.

2. Service support: The maintenance service of the instrument/software should be done by qualified and trained service engineers and breakdown of the instrument/software should be attended within 10 days of registering complaint.

3. Kindly provide following documents such as:- scanned copy of PAN Card, Adhaar Card, Bank Account details, GST registration certificate with bid documents.

4. 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.

5. Liquidated Damages:- If the Seller/Service Provider 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% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.

6. Signing and accepting Terms & Condition:- Participated bidders should submit duly signing and accepting certificate that he/she accept all terms and condition asking in the bid, if he fails to submit any of the above documents even after seeking clarification period of 02 days, the bidder is liable to be marked as disqualified.

7. This Bid is also governed by the General Terms and Conditions:- In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

8. Past Project Experience:- Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc. Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc.

The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and installation / commissioning of same or similar Category Products during preceding 3 financial years (i.e.

current year and three previous financial years) as on opening of bid, as per following criteria:

(i) Single order of at least 35% of estimated bid value; i.e. 1,60,785/-

or (ii) Two orders of at least 20% each of estimated bid value; i.e.91,877/-

or (iii) Three orders of at least 15% each of estimated bid value i.e.68,908/-

Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion

Kindly furnish/upload the following documents:-

1. Specification compliance with product value

2. Offer Product Catalogue

3. Bidder Turnover (30% of the bid estimate cost)

4. Experience

5. OEM authorization certificate or authorized dealer certificate.

6. MSME (MSME only same product manufacturer is allowed for exemption from Experience criteria & Bidder Turnover otherwise the bidder shall be rejected).

7. Bidders shall be furnished self-undertaking certificate with compliance of all terms & Conditions of bid.

8. Certificate requested in ATC.

9. All the above mentioned documents from serial no. 1 to 8 have been furnished/upload failing which bidder shall be rejected.

Standard Terms and Condition as per model Tender Document:-

1. The Director General of Police, Andaman and Nicobar Islands reserves the right to reject any or all the tenders with assigning any reason thereof and also does not bind himself to accept the lowest tender.

2. **MSME:-** (i) (MSME only same product manufacturer is allowed for exemption from Experience criteria & Bidder Turnover otherwise the bidder shall be rejected).

(ii) **Startups Enterprises:-** If the bidder is a startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" otherwise the bidder shall be rejected

3. **Evaluation of Bids and award of Contract -**

(i). **The Technical bids are to be opened by the Purchase Committee comprising Super intendent of Police (CID) as Chairman at the first instance and the Technical bids are evaluated by the committee. Only those firms, who qualify in the Technical bid, will be considered for opening the financial bid(s) and the same would be opened at the second stage.**

(ii) **The L1 firm shall be decided on the grand total amount including all prices & taxes mentioned in the financial bid Price scheduled and the contract will be awarded to the L1 successful bidder after RA (Reverse Auction) evaluation.**

4. **Code of Integrity in public procurement and penalties:-** The bidders or suppliers, should observe the highest standard of integrity and not indulge in prohibited practices or other misdemeanors, either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts. GCC-clause 13 (including the penalties prescribed therein) shall be considered to be part of this clause of ITB (even though it is not being reproduced here for the sake of brevity) and shall apply mutandis during the pre-award tender process.

5. Inspection and quality assurance:-

(i) **The payment process will be made only after successfully inspection of the product by the committee. If found any defect or mismatch the technical specification of the offered product. The committee has rights to reject the same and seller will responsible to collect the product from consignee location.**

(ii) **The product should be provided as per the technical specification uploaded in Quality Assurance Documents in the instant E-bid. The bidders are advised to go through the Quality Assurance Documents before submission of bid. The bidder must submit an undertaking that they shall provide the product as per the technical specification uploaded in Quality Assurance Documents.**

6. **Resolution of Disputes:-** In case of a dispute or difference between the Purchaser and the Supplier relating to any matter arising out of or connected with this agreement such dispute or difference shall be referred to an arbitrator to be nominated by the Hon'ble Lt. Governor, A&N Islands. The award of the arbitrator shall be final and binding on the parties of this contract. It is the term of this contract that in the event of such an arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for time of such transfer or vacation office or inability to act, the Administration shall appoint another person to act as an arbitrator in accordance with the terms of this contract. Such arbitrator shall be entitled to proceed with the reference from the stage at which his predecessor left it. It is also term of this contract that no person other than a person appointed by the Administration as aforesaid should act as an arbitrator. An Arbitrations and Conciliation Act, 1996, the Rules there under and any statutory modifications or reenactments thereof, shall apply to the arbitration proceedings.

7. **Determination of Responsiveness :-** Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, the bid must confirm in all material respects to the requirements stated in the Contract.

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.