

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687715275640

अनुबंध तिथि | Contract Generated Date : 01-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4401513](#)

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्ररूप   Type : Central PSU मंत्रालय   Ministry : Ministry of Consumer Affairs Food and Public Distribution विभाग   Department : Department of Food and Public Distribution संगठन का नाम   Organisation Name : Food Corporation of India (FCI) कार्यालय क्षेत्र   Office Zone: Ro Bhubaneswar	पद   Designation : MQC संपर्क नंबर   Contact No. : - ईमेल आईडी   Email ID : sangra149274.fci@gov.in जीएसटीआईएन   GSTIN : - पता   Address : Food Corporation of India Regional Office, "Khadya Bhawan" Vani Vihar, Satsang Vihar Bhubaneswar, KHORDA, ODISHA-751007, 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: General Manager (R), FCI, RO, Bhubaneswar वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : General Manager (R), FCI, RO, Bhubaneswar	Role: PAO भुगतान का तरीका   Payment Mode: GPA - Non Challan पद   Designation : AGM ACCTS RO BBSR ईमेल आईडी   Email ID : agmacctodi.fci@gov.in जीएसटीआईएन   GSTIN : 21AAACF0365N1ZU पता   Address: Food Corporation of India Regional Office, "Khadya Bhawan" Vani Vihar, Satsang Vihar Bhubaneswar, Khurda (khordha), ODISHA-751007, India भुगतान समयसीमा   Payment Timelines: Payments shall be made to the seller within 30 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10-days time as provided in clause 12 of GeM GTC)

परिष्ठी विवरण   Consignee Details		
क्र.सं.   S.No	परिष्ठी नाम & पता   Consignee Name & Address	सेवा विवरण   Service Description
1	संपर्क   Contact : - ईमेल आईडी   Email ID : sangra149274.fci@gov.in जीएसटीआईएन   GSTIN : - पता   Address : Food Corporation of India Regional Office, "Khadya Bhawan" Vani Vihar, Satsang Vihar Bhubaneswar, KHORDA, ODISHA-751007, India	Custom Bid for Services - RRC FOR ARGON GAS CYLINDER FOR LABORATORY USE

सेवा प्रदाता विवरण   Service Provider Details	
जेम विक्रेता आईडी   GeM Seller ID : AF5F200001261212 कंपनी का नाम   Company Name : Indian Refrigeration Stores संपर्क नंबर   Contact No. : 09830161575 ईमेल आईडी   Email ID : irskukul@gmail.com पता   Address : 1/2,Chetla Road Mahavirtala Crossing,New Alipore, Kolkata, WEST BENGAL-700053, - एमएसएमई सत्यापित   MSME verified : No एमएसएमई पंजीकरण संख्या   MSME Registration number : - जीएसटीआईएन   GSTIN: 19AAAFI6958F1Z4	

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

सेवा विवरण   Service Details	
सेवा प्रारंभ तिथि (नवीनतम)   Service Start Date (latest by): 08-Mar-2024	सेवा समाप्ति तिथि   Service End Date : 08-Mar-2025

श्रेणी नाम   Category Name : Custom Bid for Services	
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बिलिंग चक्र   Billing Cycle: quarterly		
विवरण   Description	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Lumpsum Cost of Service in totality
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	RRC FOR ARGON GAS CYLINDER FOR LABORATORY USE	1 162368
Regulatory/ Statutory Compliance of Service	YES	
Compliance of Service to SOW, STC, SLA etc	YES	
कुल राशि (सूत्र)   Total Amount (Formula) : (1*Lumpsum Cost of Service in totality)		
ऐडऑन के बिना कुल मूल्य   Total Value without Addons(INR)		162368

कुल एडऑन मूल्य   Total Addon Value(INR)	0
एडऑन सहित कुल मूल्य   Total Value Including Addons(INR)	162368
<b>अनुबंध की राशि   Amount of Contract</b>	
सभी शुल्क और करों सहित कुल अनुबंध मूल्य   Total Contract Value Including All Duties and Taxes(INR)	162368
मूल्य विभाजन की पेशकश की   Price Break up offered : <a href="#">प्राइज ब्रेक अप ऑफ़र किए गए दस्तावेज़ लिंक   Price Break up offered Document link</a>	
<b>एसएलए विवरण   SLA Details</b>	
<p><b>Preface :</b> Agreement representing a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Service Provider has been uploaded in bid section . The purpose of the agreement uploaded is to facilitate implementation of Services intended by the Buyer . Each documents as uploaded by buyer should be read in totality to conclude the requirement of Custom e Bid floated on portal .</p> <p>The Agreement uploaded in bid section will generally contain the Scope of Work, (SOW) , stakeholder's obligations, Special Terms and Conditions (STC) related to service delivery as formulated by the Buyer and Payment Terms etc of the service for mutual understanding of the stakeholders. The Agreement remains valid till completion of Scope of Services or end of contractual duration (whichever is earlier) unless either superseded by a revised agreement mutually endorsed by the stakeholders or terminated by either of the parties thereof.</p> <p><b>Guiding Principle :</b> The Services contracts placed shall be governed by following set of Terms and Conditions :</p> <ol style="list-style-type: none"> <li>1. General Terms and Conditions for Goods and Services;</li> <li>2. Buyer's Formulated Service Specific STC including the Service Level Agreement (SLA) for the service as uploaded with the bid in form of suitable matching document ,</li> </ol> <p>The above terms and conditions are in reverse order of precedence .Service specific STC supersede GTC, whenever there are any conflicting provisions. The above set of terms and conditions along with scope of work and service level agreement as enumerated in the document shall be construed to be part of the Contract between Buyer and Service Provider.</p> <p><b>Intended Objectives And Goals of SLA :</b> The objective of Agreement (SLA) as uploaded in bid section is to ensure that all the commitments and obligations are in place to ensure consistent delivery of service to buyer by service provider. Generally The goals of an Agreement are to:</p> <ol style="list-style-type: none"> <li>1. Provide clear reference to service ownership, accountability, roles and/or responsibilities of both parties</li> <li>2. Present a clear, concise and measurable description of service offered to the buyer</li> <li>3. Establish Terms and Conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified</li> <li>4. To ensure that all the parties understand the consequences in case of termination of services due to any of the stated reasons</li> <li>5. The agreement will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same. The agreement can also be revised/ modified on mutual consent of the stakeholders.</li> </ol> <p><b>Parties To The Agreement</b></p> <p>The main stakeholders associated with this agreement are:</p> <ol style="list-style-type: none"> <li>1. Buyer: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed.</li> <li>2. Service Provider: Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller, any authorized agents, assignees, successors and nominees as described in the agreement</li> </ol> <p>The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level /penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders would have read and understood the same before signing the SLA document.</p> <p><b>ADVISORY WITH RESPECT TO SCOPE OF SERVICE</b></p> <p>Scope of Work (SOW) is the most important &amp; crucial component of any bidding process. It is for this that the whole bidding process is entered upon to execute the scope of work and deliver outcomes that the Government strives for. Scope of work directly affects the performance of contract therefore utmost care should be taken to avoid ambiguity with respect to deliverable .</p> <p>For example , in case of Complex / Intricate Consulting Services , Some key guiding principles for drafting scope of work may be as under :</p> <ul style="list-style-type: none"> <li>● "Detailed" specification of requirements is extremely critical – please ensure that even standard assumptions on scope of work are laid down and described .</li> <li>● Make sure that specifications are endorsed by key stakeholders .</li> <li>● Identify mandatory and non-mandatory requirements in scope of work . It should clearly provide the outcomes expected from solution/service delivery .</li> <li>● The scope of work should mention what the outcome is based upon – time or material?</li> <li>● A check should be made that the final specification of requirements :(a) addresses the targeted outcomes and business objectives . (b)meets the agreed stakeholder needs (c) covers whole-of-life of the contract deliverables .</li> <li>● The objective, structure and expected set of contents of each knowledge item/deliverable should be laid down, in as much detail as possible, rendering the best level of clarity to it.</li> <li>● The coverage of services needed in the form of activities like client visits, geographies to be studied, stakeholder meetings / interviews / workshops to be conducted, must be detailed out to avoid delivery compromises .</li> <li>● Buyer must ensure that the service provider complies with the Rule 144(xi) of General Financial Rules (GFR), 2017 and the product supplied, if any, must also comply with Make In India guidelines of DPIIT"</li> </ul> <p><b>Important Note :</b> Buyers authorities are advised to upload GAR report positively and without fail at appropriate place to ensure process complinace . Buyer may indicate about requirement Past Experience if so required by uploading the same at time of bid creation including approval of their competent authority . Service Providers's response may be assessed atime of technical evaluation.</p> <p><b>Price Variation Clause:</b></p> <p>"It is advisable to include Price Variation Clause in the long term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."</p>	
<b>शुद्धिपत्र   Corrigendum</b>	
1. तक बढ़ाया गया   Extended Upto : 2024-01-23 21:00:00	
<b>अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार   Additional Required Data/Document(s) : Buyer</b>	
1. Service Level Agreement (SLA) : <a href="#">click here</a>	

2. Payment Terms : [click here](#)
3. GEM Availability Report ( GAR ) : [click here](#)
4. Scope of Work : [click here](#)

अतिरिक्त डेटा/दस्तावेज़ : विक्रेता | Additional Data/Document(s) : Seller

1. Compliance Documents In Respect Of Sow Etc : [click here](#)
2. Certificate (Requested in ATC) : [click here](#)

### ईपीबीजी विवरण | ePBG Detail

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

### 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 *Buyer Added Bid Specific ATC:*  
Buyer Added text based ATC clauses

## **BUYER ADDED BID SPECIFIC ATC CLAUSES**

### **A. LIST OF DOCUMENTS TO BE SUBMITTED WITH THE BID:**

The following documents should be uploaded along with the Technical Bid:

- 1) **Bidder Financial Standing:** The bidder should upload an undertaking/ self-declaration that it is not under liquidation, court receivership or similar proceedings, and is not bankrupt.
- 2) **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.
- 3) **Preference for Make in India (MII) products:** Preference shall be given to Class-I local supplier. The minimum local content to qualify as a Class-I local supplier is 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted.
- 4) **ISO certificate:** The seller to indicate whether the source of gas is an ISO company and the name of the company from where the gases are being supplied. The copy of latest ISO certificate shall be furnished.
- 5) **MSME certificate:** Seller should upload copy of UDYAM Registration Certificate, if applicable. The bidder must be the Service provider of the offered Service to avail MSE purchase preference.
- 6) Copy of **Income Tax PAN No.**
- 7) Copy of **GST Registration Certificate**

### **B. Bidder shall submit the following documents (upon award of contract) for Vendor Code Creation:**

- i) Copy of Cancelled Cheque.
- ii) Copy of EFT Mandate duly certified by Bank.

### **C. DISQUALIFICATIONS:**

Tenderers who fall under any of the categories stipulated below are ineligible to apply:

- i) Tenderers who have been blacklisted or otherwise debarred by FCI or any Department of Central or State Government or any other Public Sector Undertaking will be ineligible during the period of such blacklisting or for a period of five years from the date of such blacklisting, whichever is earlier.
- ii) Any Tenderer whose contract with the Food Corporation of India, or any Department of Central or State Government or any other Public Sector Undertaking has been terminated before the expiry of the Contract period at any point of time during last five years, will be ineligible.
- iii) Tenderer whose Earnest Money Deposit and/or Security Deposit has been forfeited by Food Corporation of India or any Department of Central or State Government or any other Public Sector Undertaking, during the last five years, will be ineligible.
- iv) If the Proprietor / any of the partners of the Tenderer firm/any of the Director of the Tenderer company have been, at any time, convicted by a court of an offence and sentenced to imprisonment for a period of three years or more, such Tenderer will be ineligible.
- v) Tenderer who is blacklisted by the GST authorities.
- vi) While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, or as director of a company etc.) will render the Tenderer disqualified.
- vii) A Hindu Undivided Family shall not be entitled to apply for Tender. Any Tender submitted in the capacity of Hindu Undivided Family shall be summarily rejected.

The onus of ensuring the eligibility condition would be on the Tenderer and any party found subsequently ineligible would be summarily rejected and the SD in such case is liable to be forfeited.

### **D. SECURITY DEPOSIT:**

- i) Successful Bidder shall submit the Security Deposit equivalent to 5% of the total contract value in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name- General Manager (R), FCI, RO, Bhubaneswar, Account No.- 10229909035, IFSC Code-SBIN0006657, Bank Name- State Bank of India, Branch Address- Commercial Branch, Bhubaneswar.
- ii) In case of failure of Tenderer to deposit the Security Deposit within 07 (seven) working days from the date of issue of Sanction Order, further extension of seven working days can be given by FCI subject to levy of penalty @1% of Security Deposit.
- iii) The Security Deposit will be refunded/released only after satisfactory execution of contract, subject to the aforementioned conditions and after the expiry of the guarantee period of the product supplied and on submission of "NO DUES CERTIFICATE" issued by the recipient office(s) of the Corporation, "NO DEMAND CERTIFICATE & PRE-RECEIPT" by the Seller and after deducting all costs and other expenses that the Corporation may have incurred due to default of the Seller on any account and all other losses / damages that the Corporation is entitled to recover from the Seller. No interest shall be paid to the Seller on SD in any circumstances, whatsoever.

**E. PACKING:**

- i) The contractor shall pack at his own cost the stores sufficiently and properly for Transit by Rail / Road so as to ensure it being free from loss or damage (physically or chemically) on arrival at their destination. If there will be any damage / loss in transit, the responsibility will be fixed on the supplier.
- ii) All containers (including packing cases, cylinders and wrapping) in which the stores are supplied by the contractor shall be considered as non-returnable and their cost as having been included in the contract price.

**F. Quotation of Rates by Bidders:**

- (i) Rate to be quoted in INR only (including GST and all Taxes, as applicable), for total 40 (forty) nos. of gas cylinders as per the parameters mentioned above, including any transportation, handling charges incurred towards delivery/pickup of gas cylinders to & from Modern Zonal QC Lab, FCI, Regional Office, Bhubaneswar. Any bid received for single gas cylinder will be rejected.
- (ii) The rate quoted shall remain firm throughout the period of contract, i.e., it shall remain constant notwithstanding any changes to the tax structure, input costs etc.

**2.2 Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

**2.3 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.

**2.4 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.

**2.5 Service & Support:**

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

**2.6 Service & Support:**

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

**2.7 Service & Support:**

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

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।

Note: This is system generated file. No signature is required.