

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687797748530

अनुबंध तिथि | Generated Date : 11-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4594593](#)

अनुसूची नाम | Schedule Name: Schedule 2

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
<p>प्ररूप Type : Central PSU</p> <p>मंत्रालय Ministry : Ministry of Consumer Affairs Food and Public Distribution</p> <p>विभाग Department : Department of Food and Public Distribution</p> <p>संगठन का नाम Organisation Name : Food Corporation of India (FCI)</p> <p>कार्यालय क्षेत्र Office Zone : Food Corporation Of India Regional Office Assam Guwahati</p>	<p>पद Designation : ASSTT GENERAL MANAGER QUALITY CONTORL</p> <p>संपर्क नंबर Contact No. : 0361-2635659-</p> <p>ईमेल आईडी Email ID : kana.310954@fci.gov.in</p> <p>जीएसटीआईएन GSTIN : 18AAACF0365N1ZH</p> <p>पता Address : FOOD CORPORATION OF INDIA, ASSAM, GUWAHATI, MT TOWER BUILDING, ABOVE FASHION BIG BAZAR, PALTAN BAZAR, G.S ROAD, GUWAHATI 781008, KAMRUP, ASSAM-781008, India</p>

वित्तीय स्वीकृति विवरण Financial Approval Detail	भुगतान प्राधिकरण विवरण Paying Authority Details
<p>आईएफडी सहमति IFD Concurrence : No</p> <p>प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: GM</p> <p>वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : GM</p>	<p>Role: PAO</p> <p>भुगतान का तरीका Payment Mode: GPA - Non Challan</p> <p>पद Designation : Assistant General Manager</p> <p>ईमेल आईडी Email ID : agmacctasm.fci@gov.in</p> <p>जीएसटीआईएन GSTIN : 18AAACF0365N1ZH</p> <p>पता Address: FOOD CORPORATION OF INDIA ASSAM REGION GUWAHATI MT TOWER BUILDING ABOVE FASHION BIG BAZAR PALTAN BAZAR POST OFFICE REHABARI GUWAHATI 781008, GUWAHATI CITY, ASSAM-781008, India</p> <p>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)</p>

विक्रेता विवरण Seller Details
<p>जेम विक्रेता आईडी GeM Seller ID : 7002180000099857</p> <p>कंपनी का नाम Company Name : DUVCON INSTRUMENTS</p> <p>संपर्क नंबर Contact No. : 09355880778</p> <p>ईमेल आईडी Email ID : varungoyalambala@gmail.com</p> <p>पता Address : 137,sec -9,urban estate,Ambala City, Ambala City, HARYANA-134003, -</p> <p>एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-HR-01-0002009</p> <p>एमएसई सामाजिक श्रेणी MSE Social Category : General</p> <p>एमएसई लिंग श्रेणी MSE Gender : Female</p> <p>जीएसटीआईएन GSTIN: 06AISP6540P1ZM</p>

*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	<p>उत्पाद का नाम Product Name : Graduated Measuring Cylinder 100 ml</p> <p>ब्रांड Brand : BOROSILICATE</p> <p>ब्रांड प्रकार Brand Type : Unbranded</p> <p>कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM</p> <p>कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM</p> <p>श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3)</p> <p>मॉडल Model: DI 183</p> <p>एचएसएन कोड HSN Code: 9017</p>	136	Piece	117	NA	15,912
कुल ऑर्डर मूल्य Total Order Value (in INR)						15,912

परेषिती विवरण Consignee Detail
<p>दिनांक के बाद</p> <p>वितरण पूरा कब</p>

क्र.सं. S.No	परेषिती Consignee	वस्तु Item	लॉट नंबर Lot No.	मात्रा Quantity	डिलीवरी शुरू करना है Delivery Start After	तक करना है Delivery To Be Completed By
1	पद Designation : - ईमेल आईडी Email ID : kana.310954@fci.gov.in संपर्क Contact : 0361-2635659- जीएसटीआईएन GSTIN : 18AAACF0365N1ZH पता Address : FOOD CORPORATION OF INDIA, ASSAM, GUWAHATI, MT TOWER BUILDING, ABOVE FASHION BIG BAZAR, PALTAN BAZAR, G.S ROAD, GUWAHATI 781008, KAMRUP, ASSAM-781008, India	Graduated Measuring Cylinder 100 ml	-	136	11-Mar-2024	10-Apr-2024
विनिर्देश Specification1						
विशिष्टता दस्तावेज़ Specification Document						
क्रेता बीओक्यू दस्तावेज़ Buyer BOQ Document						
बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन Compliance of BOQ Specification And Supporting Document						
टिप्पणी 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.						
टिप्पणी 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.						
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 <i>Generic</i> 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 <i>Generic</i> 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.						
2.3 <i>Generic</i> 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 %.						
2.4 <i>Generic</i> 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.						
2.5 <i>Generic</i> Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.						
2.6 <i>Generic</i> 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 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.						
2.7 <i>Generic</i> 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.

2.8 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.

2.9 Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

2.10 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.

2.11 Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

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

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.

Manufacturer authorization: OEM authorization/Undertaking.

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.

MSME certificate: Bidder should upload copy of UDYAM Registration Certificate, if applicable. Also, if the units are owned by Scheduled Caste/ Scheduled Tribes entrepreneur, upload certificate.

Compliance to BIS Specifications: The bidder should upload BIS certificate of the products or an undertaking/ self-declaration that the supplied products are complying to BIS Specifications with up-to-date amendments, wherever applicable.

License for sale: Seller should upload copy of valid license issued by appropriate Authority for sale & supply of the offered products or similar products (e.g., the Govt. Purchase Enrollment Certificate issued by National Small Industries Corporation (NSIC).

- i. Copy of Income Tax PAN No.
- ii. 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:

Tenderer 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.

ng, 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 EMO and SD in such case is liable to be forfeited.

D. EARNEST MONEY:

a) Each Bid must be accompanied by an Earnest Money Deposit (EMD) of rupees equivalent to 2% (two percent) of the value of the bid. The Bidders shall deposit Earnest Money in the stipulated FCI account on or before bid submission closing date & time and the scanned copy / soft copy of RTGS / NEFT acknowledgment of such deposit shall be uploaded along with the Technical Bid. Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of online transfer.

b) On-line payment shall be in Beneficiary name- Food Corporation of India Account No.10282165772, IFSC Code-SBIN0001244, Bank Name- State Bank of India, Branch Address-South Guwahati Branch, Guwahati, Assam.

c) The Bids not accompanied by the prescribed EMD, and not in the prescribed form shall be rejected summarily unless otherwise specifically exempted as per the policy of Government of India issued from time to time.

d) The Earnest Money will be returned to all unsuccessful Bidders within a period of 15 days from the date of Bid finalization in GeM, and within a period of 30 days from the date of 'Bid Awarding' in GeM, to the successful Bidder, after he/she has furnished the Security Deposit, if he/she does not desire the same to be adjusted towards the Security Deposit. No interest shall be payable on Earnest Money, in any case.

e) EMD shall be liable for forfeiture under the following conditions:

i. If the Bidder resiles from his offer or modifies his offer and/or the Terms and Conditions thereof in any manner, after the last date and time fixed for submitting the Bid.

ii. In the event of the Bidder's failure to furnish the requisite Security Deposit (after the acceptance of his Bid) by the due date including extension period if any, as per terms of the Tender.

iii. If any of the attached/uploaded documents are found to be forged/fabricated at any stage, before or after the award of the contract and/or expiry of the contract the Security Deposit /Earnest Money Deposit of the Bidder will be forfeited without prejudice to any other rights and remedies of the corporation under the Contract and Law.

E. SECURITY DEPOSIT:

i) Successful Bidder shall submit the Security Deposit equivalent to 3% of the total cost of ordered quantity of stores 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 Food Corporation of India Account No.10282165772, IFSC Code-SBIN0001244, Bank Name- State Bank of India, Branch Address-South Guwahati Branch, Guwahati, Assam.

ii) In case of failure of Tenderer to deposit the Security Deposit within 07 (seven) working days from the date of issue of Supply 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 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.

F. 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, boxes 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.

G. SUPPLY DESTINATION:

The equipments have to be sent to the destination- The AGM (QC), FOOD CORPORATION OF INDIA, RO ASSAM.

H. QUOTATION OF RATES :

Rates to be quoted in INR only (including GST and all Taxes, as applicable).

I. BTS:

Digitally signed bill needs to be submitted by uploading in the Bill Tracking Software (BTS) of FCI for which necessary User ID and Password will be provided by FCI.

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.