

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-51168770171769

अनुबंध तिथि | Generated Date : 12-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/3361490](#)

संगठन विवरण   Organisation Details		खरीदार विवरण   Buyer Details	
प्रकृत्या   Type :	State Government	पद   Designation :	Member Secretary
मंत्रालय   Ministry :	-	संपर्क नंबर   Contact No. :	044-22353134-307
विभाग   Department :	Tamil Nadu Pollution Control Board(TNPCB)	ईमेल आईडी   Email ID :	buycon1.pcb.chennai@gembuyer.in
संगठन का नाम   Organisation Name :	TNPBCB	जीएसटीआईएन   GSTIN :	33AAALT0344G2ZB
कार्यालय क्षेत्र   Office Zone:	Chennai	पता   Address :	No76, Mount Salai, Guindy, Chennai 32, CHENNAI, TAMIL NADU-600032, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail		भुगतान प्राधिकरण विवरण   Paying Authority Details	
आईएफडी सहमति   IFD Concurrence :	No	Role:	BUYER
प्रशासनिक अनुमोदन का पदनाम	Member Secretary	भुगतान का तरीका	Offline
Designation of Administrative Approval:	Member Secretary	Payment Mode:	
वित्तीय अनुमोदन का पदनाम	Member Secretary	पद   Designation :	Member Secretary
Designation of Financial Approval :		ईमेल आईडी   Email ID :	buycon1.pcb.chennai@gembuyer.in
		जीएसटीआईएन   GSTIN :	33AAALT0344G2ZB
		पता   Address:	No76, Mount Salai, Guindy, Chennai 32, Chennai, TAMIL NADU-600032, India

विक्रेता विवरण   Seller Details	
जेम विक्रेता आईडी   GeM Seller ID :	EFEC180000571689
कंपनी का नाम   Company Name :	THE PRECISION SCIENTIFIC CO CBE
संपर्क नंबर   Contact No. :	09047422732
ईमेल आईडी   Email ID :	pscbe@gmail.com
पता   Address :	1,THIRUMALAI SWAMY NAIDU ST, NEW SIDHAPUDUR, COIMBATORE, Coimbatore, TAMIL NADU-641044, -
एमएसएमई पंजीकरण संख्या   MSME Registration number :	UDYAM-TN-03-0026925
एमएसई सामाजिक श्रेणी   MSE Social Category :	OBC
एमएसई लिंग श्रेणी   MSE Gender :	Male
जीएसटीआईएन   GSTIN:	33ACOPC4845P1Z6

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

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 शुक्र और कर सहित)   Price (Inclusive of all Duties and Taxes in INR)
1	उत्पाद का नाम   Product Name : NOISE LEVEL METER" SCARLET" MAKE ब्रांड   Brand : SCARLET TECH MAKE ब्रांड प्रकार   Brand Type : Unbranded कैटलॉग की स्थिति   Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है   Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्भासी   Category Name & Quadrant : NOISE LEVEL METER" SCARLET" MAKE (Q3) मॉडल   Model: ST-15D एचएसएन कोड   HSN Code: HSN not specified by seller	2	pieces	424,800	जीएसटी   GST (18%) : 120,413.197 जीएसटी उपकर 1   GST Cess 1 (9%) : 60,206.598 जीएसटी उपकर 2   GST Cess 2 (9 per accounting unit) : 18 जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी)   Input Tax Credit (ITC) on GSTI : - जीएसटी उपकर पर आईटीसी 1   ITC on GST Cess 1 : - जीएसटी उपकर पर आईटीसी 2   ITC on GST Cess 2 : -	849,600
कुल ऑर्डर मूल्य   Total Order Value (in INR)						849,600

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 : tnpbcb-chn@gov.in					

1	संपर्क   Contact : -9566254574- जीएसटीआईएन   GSTIN : - पता   Address : No76, Mount Salai, Guindy, Chennai 32, CHENNAI, TAMIL NADU-600032, India	NOISE LEVEL METER" SCARLET" MAKE	-	2	12-Mar-2024	27-Mar-2024
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#### Product Specification for NOISE LEVEL METER" SCARLET" MAKE

विवरण   Specification	उप-विवरण   Sub-Spec	मूल्य   Value
Custom Specification	Custom Specification	Yes

#### व्यापक रखरखाव के लिए शुल्क | Comprehensive maintenance charges for NOISE LEVEL METER" SCARLET" MAKE

सेवा वर्ष   Service Year	सीएससी प्रतिशत   CMC Percentage	कर द्विभाजन   Tax Bifurcation
CMC charges for 1 st year after warranty period in % of cost of equipment	3%	जीएसटी   GST: 18% जीएसटी उपकर 1   GST Cess 1: 9% जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी)   Input Tax Credit (ITC) on GST: जीएसटी उपकर पर आईटीसी 1   ITC on GST Cess 1 : -
CMC charges for 2 nd year after warranty period in % of cost of equipment	3%	
CMC charges for 3 rd year after warranty period in % of cost of equipment	3%	

#### विक्रेता विशेषता दस्तावेज़ | Seller Specification Document:

1. <a href="#">SpecificationDocument1</a>	<a href="http://mfp.gem.gov.in/catalog_data/catalog_support_document/24/48/045/CatalogAttrs/SpecificationDocument/2023/3/22/2023_03_22_11_43_04_brochure-st-15d-with-1_3_web_2023-03-22-11-43-07_4640e47194d4481eaaa0439abb089b94.pdf">mfp.gem.gov.in/catalog_data/catalog_support_document/24/48/045/CatalogAttrs/SpecificationDocument/2023/3/22/2023_03_22_11_43_04_brochure-st-15d-with-1_3_web_2023-03-22-11-43-07_4640e47194d4481eaaa0439abb089b94.pdf</a>
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#### खरीदार विशेषता दस्तावेज़ | Buyer Specification Document:

1. <a href="#">SpecificationDocument</a>	<a href="http://mfp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/366463/54/78/703/CatalogAttrs/SpecificationDocument/2023/4/6/noise-level-meter_2023-04-06-15-42-42_f6ddc726548c1ed4f307173301d0b2fa.pdf">mfp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/366463/54/78/703/CatalogAttrs/SpecificationDocument/2023/4/6/noise-level-meter_2023-04-06-15-42-42_f6ddc726548c1ed4f307173301d0b2fa.pdf</a>
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#### सीएससी के लिए अतिरिक्त खंड | Additional Clauses for CMC

1.CMC shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, after satisfactory completion of Warranty. During the CMC 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 or as per user requirement. Cost of consumables shall not be included in CMC.Further there will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.

2.CMC charges to be indicated as percentage of cost of equipment quoted for each year after the warranty period.

3.GST shall be included in the CMC Charges quoted.

4.Cost of CMC will be added for Ranking/Evaluation purpose with depreciation formula.A 10% discounting rate per year shall be applied on CMC Charges for price evaluation on Net Present Value.

5.The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user.

6.While creating a bid or RA, buyers shall indicate whether CMC is required against Yes/No" options. If CMC Charges are included, an option for number of years for CMC required after the warranty period shall be available.Under this option up to 10 years can be chosen for CMC charges beyond warranty period.

7.In case the bid has a provision for CMC, the warranty of the product will also be deemed to have been converted into Comprehensive warranty including preventive maintenance and calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, during the Warranty Period also. Sellers are therefore advised to include the cost of Comprehensive Warranty including spares (excluding consumables) also in product Cost.

8.The CMC functionality shall be available in bid only and no direct RA shall be applicable.In case of bid to R/A decrement rules shall be applicable on total price inclusive of CMC charges. Bunching of products shall not be available while creating bids with CMC charges.

8.1.Buyer shall indicate number of years of warranty by selecting different options available in the field depending on warranty parameter applicable in category parameters for the equipment. No. of years of warranty indicated here shall supersede the warranty period indicated elsewhere in bid or product specifications. The Seller while participating in Bid/RA will get fields to indicate CMC charges as percentage depending on number of years of CMC selected by Buyer. The following shall be applicable, if 5 year CMC selected:

CMC charges for 1st year after warranty period- Percentage to be indicated- A1

CMC charges for 2nd year after warranty period- Percentage to be indicated- A2

CMC charges for 3rd year after warranty period - Percentage to be indicated- A3

CMC charges for 4th year after warranty period - Percentage to be indicated- A4

CMC charges for 5th year after warranty period - Percentage to be indicated- A5

Similarly, A6 to A10 are to be indicated for 6th to 10th year of CMC if applicable.

8.2.The calculation of CMC Charges shall take into account the number of years of warranty and duration of CMC as specified while creating bid.

8.3.In the price evaluation, the system shall provide function to calculate the cost of each equipment by formula indicated below including CMC and then show the inter-se-ranking of the bidders. The following are the variables

(i) Number of years for which CMC required.

(ii) Number of years of product warranty

The formula for calculating total cost including CMC charges shall be as under:

Total Cost for evaluation=

$C+C*(A1/100)/(1.10^n)+(A2/100)/(1.10^{n+1})+(A3/100)/(1.10^{n+2})+(A4/100)/(1.10^{n+3})+(A5/100)/(1.10^{n+4})$  and so on

C - Cost for equipment quoted and n shall be number of years of product warranty specified.

If 2 year warranty specified, n shall be 2 and if 5 year warranty specified, n shall be 5. A1,A2,A3,A4& A5 shall depend on how many years CMC selected. For 3 year CMC, only A1,A2 and A3 factors are to be taken into account and A4 and A5 will not be applicable.

8.4.CMC charges offered for each subsequent year should be same or higher than preceding year.

8.5.The CMC charges shall be offered within range of 3 to 10% of cost of equipment.

9.Since CMC charges are to be paid only later for each year during CMC period, applicable performance guarantee amount after placement of contract shall be based on the cost of equipment excluding the cost of CMC Charges.

10.Performance bank guarantee applicable for CMC is to be submitted at start of the CMC and shall be applicable between 2.5% to 10% as specified in bid on total CMC Charges. The PBG submitted after award of contract shall be released only after new PBG for the CMC period is submitted and accepted by buyer/consignee after due verification. Bank guarantee for CMC is to remain valid till completion of CMC period plus one year. The bank guarantee for CMC shall be submitted to buyer directly. In case, seller fails to submit the PBG or does not provide services for the CMC contract after expiry of warranty period then PBG of equipment shall be forfeited.

11.In case of splitting of order quantity, equipment cost and CMC charges offered by L1 bidder shall be matched by higher quoting eligible bidders on one-to-one basis. The equipment cost and CMC charges (year to year) shall be matched individually.

12.The CMC Contract shall be an offline contract to be handled by buyer. The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user and scope of CMC will be as per para 1 above.

### ईपीबीजी विवरण | ePBG Detail

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

### आरसीएम/एफसीएम के संबंध में सामान्य खंड | General Clauses w.r.t RCM/FCM

1. Where ever RCM is applicable, for sellers (Regular GST registered seller who opted out of FCM as per notifications of GST like GTA , unregistered seller), Buyer have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this contract. Seller will invoice buyer with Zero GST and GST cess.
2. For Registered sellers as per FCM, rates will be inclusive of prescribed rate of GST and GST cess. ITC available to buyer as shown in the bid document have been applied while evaluating the bids. Seller has liability of paying the GST and GST cess to the govt and same will be charged from buyer while invoice.
3. For Registered sellers who opted for RCM while quoting for specified category under section 9(3) like GTA rates will be exclusive of GST and GST cess. GST and GST cess as indicated by the buyer in the bid document payment of GST and GST Cess will be the liability of buyer.
4. For Unregistered sellers Liability of payment of GST and GST cess is in Buyers scope. GST and GST cess as indicated by the buyer in the bid document will be the liability of buyer . Unregistered seller will invoice buyer with zero GST and Zero GST cess.
5. For sellers under Composition Scheme: There is no liability of payment of GST and GST cess in Buyers scope. Seller will invoice Zero GST and GST cess in the invoice to buyer.

### 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 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

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.

##### 2.3 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.

##### 2.4 Certificates:

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

##### 2.5 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.

##### 2.6 Warranty:

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 5 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

पुर्जों / उपभोग्य सामग्रियों के लिए प्रस्तावित मूल्य | Price Offered for Spares / Consumables:

[पुर्जों / उपभोग्य सामग्रियों के दस्तावेज़ लिंक के लिए प्रस्तावित मूल्य | Price Offered for Spares / Consumables Document link](#)

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.