

अनुबंध | Contract



अनुसूची नाम | Schedule Name: Schedule 42

अनुबंध क्रमांक | Contract No: GEMC-511687756607302

अनुबंध तिथि | Generated Date : 19-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4247070](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्रकार्य Type : Central Autonomous	पद Designation : U.D.C.
मंत्रालय Ministry : Ministry of Agriculture and Farmers Welfare	संपर्क नंबर Contact No. : 0612-2226024-
विभाग Department : Department of Agricultural Research and Education (DARE)	ईमेल आईडी Email ID : rashmi.kant@icar.gov.in
संगठन का नाम Organisation Name : Indian Council of Agricultural Research (ICAR)	जीएसटीआईएन GSTIN : 10PTND00214E1DJ
कार्यालय क्षेत्र Office Zone: Icar Research Complex For Eastern Region Patna	पता Address : ICAR Parisar, P.O. Bihar Veterinary College, Patna, BIHAR-800014, India

वित्तीय स्वीकृति विवरण Financial Approval Detail	भुगतान प्राधिकरण विवरण Paying Authority Details
आईएफडी सहमति IFD Concurrence : No	Role: PAO
प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: Director ICAR RCER Patna	भुगतान का तरीका Payment Mode: Offline
वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : Director ICAR RCER Patna	पद Designation : JUNIOR ACCOUNTS OFFICER
	ईमेल आईडी Email ID : kamal.lal@icar.gov.in
	जीएसटीआईएन GSTIN : N
	पता Address: ICAR Parisar, P.O. Bihar Veterinary College, PATNA, BIHAR-800014, India

विक्रेता विवरण Seller Details
जेम विक्रेता आईडी GeM Seller ID : 97FI210002997270
कंपनी का नाम Company Name : ANGEL SCIENTIFIC STORES
संपर्क नंबर Contact No. : 09431808386
ईमेल आईडी Email ID : angelscistores1@gmail.com
पता Address : SHOP NO.D,TULSI APPARTMENT,GOVIND MITRA ROAD,GOVIND MITRA ROAD, Patna, BIHAR-800004, -
एमएसएमई सत्यापित MSME verified : No
एमएसएमई पंजीकरण संख्या MSME Registration number : -
जीएसटीआईएन GSTIN: 10ABSFA9056F1ZF

*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
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#	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 सहित) Price (Inclusive of all Duties and Taxes in INR)
1	उत्पाद का नाम Product Name : GeneJET Plasmid Miniprep Kit, 50 prep ब्रांड Brand : FERMENTAS(THERMO FISHER SCIENTIFIC) 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 चतुर्भाँश Category Name & Quadrant : BOQ (Q3) मॉडल Model: K0502 एचएसएन कोड HSN Code: 38220090	1	Number	10,971.64	NA	10,971.64
कुल ऑर्डर मूल्य Total Order Value (in INR)						10,971.64

परेष्ठी विवरण Consignee Detail						
क्र.सं. S.No	परेष्ठी 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 : rashmi.kant@icar.gov.in संपर्क Contact : 0612-2226024-	GeneJET Plasmid				

1	जीएसटीआईएन GSTIN : 10PTND00214E1DJ पता Address : ICAR Parisar, P.O. Bihar Veterinary College, Patna, BIHAR-800014, India	Miniprep Kit, 50 prep	-	1	19-Mar-2024	18-Apr-2024
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विवरण | Specification1

[विवरण दस्तावेज | Specification Document](#)

[क्रेता बीजोक्यू दस्तावेज | Buyer BOQ Document](#)

[बीजोक्यू विवरण और सहायक दस्तावेज 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.

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ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक Advisory Bank :	State Bank of India
ईपीबीजी प्रतिशेष (%) ePBG Percentage(%):	3.00

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

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

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

ICAR RCER

ICAR Parisar

P.O. Bihar Veterinary College

Patna

Bihar

2.3 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 years old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2.4 Forms of EMD and PBG:

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

ICAR Unit ICAR RCER Patna

payable at

Patna

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.

2.5 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.

2.6 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.

2.7 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 %.

2.8 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

Kindly go through the document attached with Buyer Added Bid Specific ATC and follow the terms and con

ditions. Failing which the bidder will be liable to be rejected.

2.9 Buyer Added Bid Specific ATC:

Buyer uploaded ATC document [Click here to view the file](#).

2.10 Warranty:

Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

2.11 Service & Support:

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

2.12 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 2 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.

2.13 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.

2.14 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

2.15 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.

2.16 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.

2.17 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.

2.18 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

ICAR Unit ICAR RCER Patna

payable at

Patna

. 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.

2.19 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.

2.20 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.

2.21 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.

[पूर्जों / 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.