# अनुबंध|Contract



अनुबंध क्रमांक | Contract No: GEMC-511687755758302

अनुबंध तिथि। Generated Date: 12-Apr-2024

बोली/आरए/पीबीपी संख्या|Bid/RA/PBP No.: <u>GEM/2022/B/2895062</u>

## अनुसूची नाम|Schedule Name:Schedule 2

संगठन विवरण|Organisation Details

प्ररूप|Type : State Government मंत्रालय|Ministry:

विभाग|Department: Health and Family Welfare Department Tamil Nadu

संगठन का नाम|Organisation Name: N/A

COMMISSIONARATE OF FOOD SAFETY CHENNAI कार्यालय क्षेत्र|Office Zone:

खरीदार विवरण|Buyer Details

पद|Designation : M SHEELA संपर्क नंबर|Contact No. : 0427-2243837-

ईमेल आईडी|Email ID : buycon7.hfwdtn.tn@gembuyer.in

जीएसटीआईएन|GSTIN: 33AAAGG1321H1Z3

The Food Analyst, Food Analysis Laboratory, Kamraj Nagar

पता|Address : Colony Post, Salem, Pin code - 636 014,

SALEM, TAMIL NADU-636014, India

वित्तीय स्वीकृति विवरण|Financial Approval Detail

आईएफडी सहमति|IFD Concurrence :

प्रशासनिक अनुमोदन का पदनाम| Designation of Administrative Approval:

वित्तीय अनुमोदन का पदनाम।

Designation of Financial Approval :

Food Analyst Salem

Food Analyst Salem

भुगतान प्राधिकरण विवरण | Paying Authority Details

Role: BUYER भुगतान का तरीका| Offline Payment Mode: पद|Designation: M SHEELA

पता|Address:

ईमेल आईडी|Email ID : buycon7.hfwdtn.tn@gembuyer.in

जीएसटीआईएन|GSTIN : 33AAAGG1321H1Z3

> The Food Analyst, Food Analysis Laboratory, Kamraj Nagar Colony Post, Salem, Pin code - 636 014,

> > Salem, TAMIL NADU-636014, India

विक्रैता विवरण|Seller Details

जेम विक्रैता आईडी|GeM Seller ID : EFEC180000571689

कंपनी का नाम|Company Name : THE PRECISION SCIENTIFIC CO CBE

संपर्क नंबर|Contact No. : 09047422732 ईमेल आईडी|Email ID : psccbe@gmail.com

1,THIRUMALAISWAMY NAIDU ST,NEW SIDHAPUDUR,COIMBATORE, पता। Address : 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

33ACOPC4845P1Z6 (B), (B), (R) जीएसटीआईएन|GSTIN:

\*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

-	ध् आइटम विवेरण 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: DEEP FREEZER ब्रांड Brand: P LAB 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 चतुर्थांश Category Name & Quadrant: BOQ (Q3) मॉडल Model: PRECISION SCIENTIFIC OWN BRAND एचएसएन कोड HSN Code: 84183090	1	No	200,000	NA	200,000	
ą	कुल ऑर्डर मुल्य   Total Order Value (in INR)						

## 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 : -					

## विनिर्देश|Specification1

विशिष्टता दस्तावेज़|Specification Document

क्रेता बीओक्यू दस्तावेज़|Buyer BOQ Document

बीओक्यु 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.

হিম্মণী 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 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

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 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 %.

## 2.4 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.

## 2.5 Inspection

Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER): Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages.

When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

## 2.6 Inspection.

Testing of Sample: The testing of advance sample and bulk sample during PDI will be carried at the designated AHSP labs. When testing facilities are not available, the facilities of Govt labs/NABL/Accredited labs will be utilized. The testing charges outside the designated AHSP labs to be borne by seller's.

## 2.7 Sample Clause

For clothing and allied items, if pre-dispatch Inspection clause has been selected in the Bid, the Inspection Agency shall forward sample from the accepted lot duly identified/sealed by it, as Reference Sample to each consignee (one reference sample per consignee) for comparing the lot received at consignee end with such reference sample. Such reference samples will be treated as part of supplied quantity from the lot and cost shall be borne by the Buyer.

### 2.8 Purchase Preference (Centre):

Indian suppliers of this item are not allowed to participate and/or compete in procurement by some foreign governments. Bidders / products from such countries are not eligible / not allowed to participate in this bid in terms of clause 1 (d) of Public Procurement (Preference to Make in India) Order, 2017

### 2.9 Purchase Preference (Centre):

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

### 2.10 Purchase Preference (Centre):

Procurement under this bid is reserved for purchase from Micro and Small Enterprises whose credentials are validated online through Udyog Aadhaar/URC for that product/service category. If the bidder wants to avail the reservation benefit, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service.

#### 2.11 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 12 Certificates

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

#### 2.13 Certificates:

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

#### 2 14 Cortificator

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.

### 2.15 Certificates:

SLBR62

## 2.16 Buyback for Non PFMS / Non GPA:

## Buyback for Non PFMS/Non GPA:

- 1. GST will apply on the value of buyback and separate invoice is to be prepared by Government buyer/Consignee for buyback items offline outside the GeM system. Vendor should work out input credit for that GST applicable on the buy back while quoting the product/services.
- 2. Input GST Credit consideration by seller- seller shall offer the prices in the bid by the total amount of new goods including GST- total amount of old goods quoted by the firm excluding GST. This is because GST charged by buyer on buy-back value will be available for full ITC (input tax credit) on the hands of bidder. Therefore, for the purpose of quoting in the bid and evaluation, value as quoted by the bidder (excluding any GST on buy back) as indicated in column G below will be considered.

  Illustrative examples for bidders are as under for understanding of the seller.

	Excel sheet for explanation to Buyback ATC										
S.no	Cost of Fresh Good (A)	%age of GST on Fresh Good as considered by seller at the time of quote (B).	GST Amount on Fresh Good (C)	Cost of Buyback item (D)	%age of GST on Buyback items (E) as fixed by buyer in the bid	GST Amount on Buyback item (F) as applicable at the time of invoice by buyer	Quote of the Bidder (G={A+C- D})				
1	100	28	28	20	8	1.6	108				
2	100	9	9	20	8	1.6	89				
3	110	10	11	24	8	1.92	97				
	Seller after the award of the GeM contract, will indicate all column A to G which will not alter their quoted price indicated in Colum-G										

- 3. Successful lowest bidder has to provide detailed cost break up of tendered items as well as buy back items separately after award of contract through email to the government buyer/consignee.
- 4. The seller of new item /service provider shall deposit the cost of invoiced buy back item with GST to the buyer for allowing seller to lift up the material from the buyer/consignee premise.
- 5. Transportation of buy back items from buyer premises shall be arranged by the seller itself without any extra cost.
- 6. Government Buyer organisation /consignee will issue invoice of buy back items to the seller at the cost of buyback to be indicated to the buyer by the seller offline after receipt of order. This in no case will modify the bid in any manner.
- 7. The seller will be entirely responsible for the safe disposal of old items without affecting the environment in any manner as per prevailing statutory rules and Act/ law of the land.
- 8. The seller may visit the site and inspect the condition of buy back item in advance before quoting for the bid.
- 9. Receipt of payment by the buyer for Old items and invoicing by buyer will be out of GeM portal.
- 10. Government Buyer will upload the details of old goods along with the bid in the corrigendum with minimum price.
- 11. If the minimum price (Optional) is indicated and sellers of new item who are not agreeing to take back the old item at equal to or above that minimum price should not participate in the bid.
- 12. In case they participate into the bid and afterwards indicates the price of old goods, less than the minimum price shown by Government Buyer in corrigendum, EMD of the bidder will be forfeited.
- 13. Item Details Consignee wise will be indicated in the corrigendum like -
  - 1. Consignee wise
  - 2. Item Description
  - 3. Serial Number
  - 4. Model

- 5 Brand
- 6. Year of manufacturing
- 7. Purchased on
- 8. Age
- 9. Size, Rating, Designation
- 10. Quantity
- 11. Min price (Optional)
- 12. Unit
- 13. Working Guidelines (/Functional/Non-Functional)
- 14. Remarks
- 14. The successful bidder shall remove the old goods from the premise of the Government buyer/consignee at the time of the supply, installation and commis-sioning of fresh goods. Seller will be entitled for payment only after removal of old goods from Government buyer/consignee/user's premise and after supplying the fresh goods in terms of contract.
- 15. Note: This clause of ATC shall be operated by non PFMS; non GPA buyer i.e. all PSU working through their ERP and not integrated with GPA.

#### 2 17 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.

#### 2 18 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.

### 2.19 Service & Support

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

### 2.20 Service & Support:

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

### 2.21 Service & Support:

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

### 2.22 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.

## 2.23 Purchase Preference (State)

Procurement under this bid is reserved for purchase from Micro and Small Enterprises from the State of Bid Inviting Authority whose credentials are validated online through UDYAM Registration /Udyog Aadhaar (as validated by Government from time to time) for that product category. If the bidder wants to avail the reservation benefit, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. Benifits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

## 2.24 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.

## 2.25 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

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

पुर्जों / उपभोग्य सामग्रियों के दस्तावेज़ लिक 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 प्रिट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।

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