

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687722332580

अनुबंध तिथि | Generated Date : 15-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4563858](#)

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्रकार   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 : Central Warehousing Corporation (CWC) कार्यालय क्षेत्र   Office Zone: Corporate Office	पद   Designation : SAM Technical संपर्क नंबर   Contact No. : 0755-2675311- ईमेल आईडी   Email ID : bhopal.technical@cewacor.nic.in जीएसटीआईएन   GSTIN : 23AAACC1206D2ZN पता   Address : Central Warehousing Corporation , 75 Arera Hills , Opp. Kendriya Vidyalay, BHOPAL, MADHYA PRADESH-462011, 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: Regional Manager वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval: Regional Manager	Role: PAO भुगतान का तरीका   Payment Mode: Offline पद   Designation : RO Bhopal Payment ईमेल आईडी   Email ID : sanjaypandey.ca@cewacor.nic.in जीएसटीआईएन   GSTIN : 23AAACC1206D2ZN पता   Address: Central Warehousing Corporation, 75 Area Hills, Opp. Kendriya Vidyalay, Bhopal, MADHYA PRADESH-462011, India

विक्रेता विवरण   Seller Details
जेम विक्रेता आईडी   GeM Seller ID : FFD1180000702494 कंपनी का नाम   Company Name : CHEMET CHEMICALS PRIVATE LIMITED संपर्क नंबर   Contact No. : 09825039206 ईमेल आईडी   Email ID : contact@chemet.in पता   Address : 82/1,GIDC ESTATE,,PHASE-1,,VATVA, AHMEDABAB, GUJARAT-382445, - एमआईआई स्थिति   MII Status : True एमएसएमई सत्यापित   MSME verified : No एमएसएमई पंजीकरण संख्या   MSME Registration number : UDYAM-GJ-01-0009580 एमएसएमई सामाजिक श्रेणी   MSE Social Category : General एमएसएमई लिंग श्रेणी   MSE Gender : Male जीएसटीआईएन   GSTIN: 24AAACC6399M1Z7 (R) , (M)

\*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	उत्पाद का नाम   Product Name : NTHION 50 EC--CHEMET WETS AND FLOWS PRIVATE LIMITED 5 Litre Malathion 50% EC ब्रांड   Brand : NTHION 50 EC--CHEMET WETS AND FLOWS PRIVATE LIMITED ब्रांड प्रकार   Brand Type : Unregistered Brand कैटलॉग की स्थिति   Catalogue Status: OEM verified catalogue कैसे बेचा जा रहा है   Selling As : OEM verified Reseller श्रेणी का नाम और चतुर्थांश   Category Name & Quadrant : Malathion 50 % EC as per IS 2567 (Q3) मॉडल   Model: NTHION 50 EC एचएसएन कोड   HSN Code: 38089910	300	container(s)	450	NA	135,000
कुल ऑर्डर मूल्य   Total Order Value (in INR)						135,000

परोक्षी विवरण   Consignee Detail						
क्र.सं.   S.No	परोक्षी   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

1	पद   Designation :- ईमेल आईडी   Email ID : cwindore1@cewacor.nic.in संपर्क   Contact : 0731-2411349- जीएसटीआईएन   GSTIN : 23AAACC1206D2ZN पता   Address : LaxmiBai Nagar Mandi Indore 452002, INDORE, MADHYA PRADESH-452002, India	NTHION 50 EC--CHEMET WETS AND FLOWS PRIVATE LIMITED 5 Litre Malathion 50% EC	-	100	15-Apr-2024	15-May-2024
2	पद   Designation :- ईमेल आईडी   Email ID : cw.raipur1@cewacor.nic.in संपर्क   Contact :- जीएसटीआईएन   GSTIN :- पता   Address : Warehouse Manager, Central Warehouse-I New Timber Market, Fokat Para, Raipur-492009 (CG), RAIPUR, CHHATTISGARH-492009, India	NTHION 50 EC--CHEMET WETS AND FLOWS PRIVATE LIMITED 5 Litre Malathion 50% EC	-	200	15-Apr-2024	15-May-2024

**Product Specification for NTHION 50 EC--CHEMET WETS AND FLOWS PRIVATE LIMITED 5 Litre Malathion 50% EC**

विनिर्देश   Specification	उप-विनिर्देश   Sub-Spec	मूल्य   Value
Certification	Conforming to IS:2567(Latest)	Yes
	Whether ISI marked	Yes
	CM/L Number for ISI certification mark (write NA if not applicable)	2871065
	Availability of Valid CIB registration certificate with the OEM	Yes
	Availability of Valid Manufacturing License with OEM	Yes
Packing	Packing Material	Mild steel container suitably and properly lacquered from inside
	Packing approved by CIB	Yes
	packing size of container(in litre)	5
Labeling	Labelling	As approved by CIB
	Literature/ leaflet regarding use of pesticides as per insecticides rule with every pack	Yes
	Additional marking on the container	Government Supply
Registration	"The product and respective technical grade must be registered with Central Insecticide Board (CIB) "	YES
Shelf Life	Date of manufacturing of the agrochemical shall be not more than 3 months before the date of delivery	Yes
	Shelf life	As per certificate issued by CIB
Test Report Details	Availability of Test Report from Central Govt/NABL/ILAC accredited lab to prove conformity to specification	Yes
	Test Report to be submitted to the Buyer on Demand	Yes
	Agree to provide all documents along with bid and on demand to the buyer	Yes

**खरीदार परिभाषित अतिरिक्त विशिष्टता के लिए | Buyer Defined Additional Specification for NTHION 50 EC--CHEMET WETS AND FLOWS PRIVATE LIMITED 5 Litre Malathion 50% EC**

विनिर्देश   Specification	मूल्य   Value
SPECIFICATION	The product should be ISI marked and of recent manufacture, not more than one month old at the time of offering for pre purchase inspection
GUARANTEE	The product shall be guaranteed against any deterioration in quality for a minimum period of one year from the date of manufacture.
PACKING	Packing shall be as per IS: 8190 (Part 2) :1988 with upto date amendment.
MARKING	The container shall bear legibly and indelibly the information as required under IS: 2567-1978 and the Insecticides Acts and Rules

**ईपीबीजी विवरण | ePBG Detail**

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

**नियम और शर्तें | Terms and Conditions**

1. Special terms and conditions- Version:1 effective from 04-05-2020

1.1 1. The seller shall upload/furnish the following documents along with their bid :

- a) Registration certificate issued by Directorate of Plant Protection, Quarantine and Storage (CIB)
- b) Valid manufacturing license issued by the authorized government agency.

2. The seller shall lift and replace the lot at his own cost, if the samples from the received lot at consignee end fail during testing. Lot will be accepted on being found in conformity during testing.

## 2. General Terms and Conditions-

2.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.

2.2 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

## 3. Buyer Added Bid Specific Terms and Conditions-

### 3.1 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.

### 3.2 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.

### 3.3 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 %.

### 3.4 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 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. In case of bunch bids, the primary product having highest value should meet this criterion.

### 3.5 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.

### 3.6 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

### 3.7 Generic

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

### 3.8 Generic

Shelf Life: The Product/Spare parts to be supplied as part of the services must have minimum

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Shelf Life. On the date of supply, minimum

10

usable shelf life should be available / balance.

### 3.9 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.

### 3.10 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.

### 3.11 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.

### 3.12 Scope of Supply:

Scope of supply (Bid price to include all cost components) : Only supply of Goods

### 3.13 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.

### 3.14 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.

**3.15 Purchase Preference (Centre):**

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, 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. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

**3.16 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.

**3.17 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.

**3.18 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.

**3.19 Financial Criteria:**

NET WORTH: Net Worth of the OEM should be positive as per the last audited financial statement.

**3.20 Buyer Added Bid Specific ATC:**

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

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.