

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687785269822

अनुबंध तिथि | Generated Date : 07-May-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4633488](#)

अनुसूची नाम | Schedule Name: Schedule 6

संगठन विवरण Organisation Details		खरीदार विवरण Buyer Details				
प्ररूप Type :	Central Autonomous	पद Designation :	Store InCharge Surgical			
मंत्रालय Ministry :	Ministry of Labour and Employment	संपर्क नंबर Contact No. :	-			
विभाग Department :	NA	ईमेल आईडी Email ID :	dr.ashokc.meena@esic.nic.in			
संगठन का नाम Organisation Name :	Employees State Insurance Corporation (ESIC)	जीएसटीआईएन GSTIN :	-			
कार्यालय क्षेत्र Office Zone:	Esic Model Hospital Jaipur	पता Address :	ESIC Model hospital, Laxminagar, Ajmer road, Jaipur, JAIPUR, RAJASTHAN-302006, 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:	Medical Superintendent	भुगतान का तरीका Payment Mode:	Offline			
वित्तीय अनुमोदन का पदनाम Designation of Financial Approval :	DDF	पद Designation :	Assistant Director Finance			
		ईमेल आईडी Email ID :	amitk.srivastava1@esic.nic.in			
		जीएसटीआईएन GSTIN :	-			
		पता Address:	ESIC Model hospital, Laxminagar, Ajmer road, Jaipur, JAIPUR CITY (SOUTH), RAJASTHAN-302006, India			
विक्रेता विवरण Seller Details						
जेम विक्रेता आईडी GeM Seller ID :	EF55180000347586					
कंपनी का नाम Company Name :	GENEX HYGIENE					
संपर्क नंबर Contact No. :	09820659379					
ईमेल आईडी Email ID :	genexhygiene@gmail.com					
पता Address :	B-104, MANIBHADRA COMPLEX, NEAR MUNISURVAT COMPOUND, RAHNAL VILLAGE, BHIWANDI THANE, Thane, MAHARASHTRA-421302, -					
एमएसएमई पंजीकरण संख्या MSME Registration number :	UDYAM-MH-19-0092204					
एमएसई सामाजिक श्रेणी MSE Social Category :	General					
एमएसई लिंग श्रेणी MSE Gender :	Female					
जीएसटीआईएन GSTIN:	27AAPFG6696K1ZG (R)					
*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 : ESIC Model Hospital, Room No 46, Ground Floor, Deepak Sharma 7014385241						
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 : Hand Sanitizer 500ml with dispenser with Moisturizer and more than 70 percentage Alcohol ब्रांड Brand : Genellium 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: Genellium एचएसएन कोड HSN Code: 38089099	600	pieces	123	NA	73,800
कुल ऑर्डर मूल्य Total Order Value (in INR)						73,800
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 : paras.mal@esic.nic.in	Hand Sanitizer 500ml				

1	संपर्क Contact : - जीएसटीआईएन GSTIN : - पता Address : ESIC Model hospital, Laxminagar, Ajmer road, Jaipur, JAIPUR, RAJASTHAN-302006, India	with dispenser with Moisturizer and more than 70 percentage Alcohol	-	600	07-May-2024	17-May-2024
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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.

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ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक | Advisory Bank :

ईपीबीजी प्रतिशत (%) | ePBG Percentage(%):

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

Store
ESIC Model hospital
Laxmi nagar, Sodala
Jaipur
Rajasthan . PIN-302006
.

2.3 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.

2.4 Generic

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 3 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

2.5 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.

2.6 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

2.7 Generic

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

2 years
Shelf Life. On the date of supply, minimum
3/4
usable shelf life should be available / balance.

2.8 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.

2.9 Scope of Supply:

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

2.10 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.

2.11 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.

2.12 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 100% of total value.

2.13 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.

2.14 Service & Support:

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

2.15 Forms of EMD and PBG:

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

ESI Account No 1

payable at

SBI, Hatwara Road Branch, Jaipur

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.

2.16 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

ESI Account No 1

payable at

SBI, Hatwara Road Branch, Jaipur

. 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.

2.17 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

1. Bid Specific Authorization Certificate from OEM is mandatory.
2. The Firm should not be black listed and submit an undertaking regarding the same.
3. The firm should provide an undertaking on company letter head that "The Firm shall abide by all the terms and conditions of the bid Document. This is mandatory
4. Submit Compliance of BOQ specification.
5. Experience Criteria- Bidder /OEM should upload last 3 years purchase order of relevant product category from government organization in favour of Bidder or OEM.

6. 6. Past Performance- Bidder /OEM should submit last 3 years CRAC / Invoices (Govt Organization) of relevant category product
7. 7. The competent authority reserves the right to cancel the Bid at any stage without citing any reason.

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.