

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687704180968

अनुबंध तिथि | Generated Date : 22-May-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4755415](#)

अनुसूची नाम | Schedule Name: Schedule 103

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्रारूप Type : Central PSU मंत्रालय Ministry : Ministry of Finance विभाग Department : Department of Economic Affairs संगठन का नाम Organisation : Security Printing and Minting Corporation of India Limited Name : (SPMCIL) कार्यालय क्षेत्र Office Zone : janpath	पद Designation : MANANGER संपर्क नंबर Contact No. : 033-24014938-319 ईमेल आईडी Email ID : buyer1.spmcils.wb@gembuyer.in जीएसटीआईएन GSTIN : 19AAJCS6111J2Z4 पता Address : India Govt Mint, Alipore Kolkata , West Bengal, KOLKATA, WEST BENGAL-700053, 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 : CGM वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : Head of Finance	Role: PAO भुगतान का तरीका Payment Mode: Internet Banking पद Designation : ASSISTANT MANAGER FINANCE ईमेल आईडी Email ID : pao3.spmcils.wb@gembuyer.in जीएसटीआईएन GSTIN : 19AAJCS6111J2Z4 पता Address : India Govt Mint, Alipore Kolkata , West Bengal, Kolkata, WEST BENGAL-700053, India

विक्रेता विवरण Seller Details
जेम विक्रेता आईडी GeM Seller ID : 3PDH240011521279 कंपनी का नाम Company Name : HAJRA MEDICAL STORES PRIVATE LIMITED संपर्क नंबर Contact No. : 09830028726 ईमेल आईडी Email ID : hajrastoresacc@gmail.com पता Address : 2, BRAHMA SAMAJ ROAD, BEHALA, Kolkata, WEST BENGAL-700034, - एमएसएमई सत्यापित MSME verified : No एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-WB-10-0034274 एमएसएमई सामाजिक श्रेणी MSE Social Category : General एमएसएमई लिंग श्रेणी MSE Gender : Male जीएसटीआईएन GSTIN : 19AABCH2080F1ZT (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 : 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 : Miconazole cream ब्रांड Brand : PARKER ROBINSON 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 : TUBE एचएसएन कोड HSN Code : 30049087	50	T	81.6	NA	4,080
कुल ऑर्डर मूल्य Total Order Value (in INR)						4,080

परोक्षिती विवरण Consignee Detail						
क्र.सं. S.No	परोक्षिती 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 : con127.spmcils.wb@gembuyer.in					

1	संपर्क Contact : - जीएसटीआईएन GSTIN : - पता Address : India Govt Mint, Alipore Kolkata , West Bengal, KOLKATA, WEST BENGAL-700053, India	Miconazole cream	-	50	22-May-2024	21-Jun-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.

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.

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक Advisory Bank :	State Bank of India
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	5.00
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 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.

2.3 Forms of EMD and PBG:

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

S P M Corporation of India Limited

payable at

Kolkata

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.

2.4 Forms of EMD and PBG:

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR 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 Forms of EMD and PBG:

Bidders can also submit the EMD with Banker's Cheque in favour of

S P M Corporation of India Limited

payable at

Kolkata

Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

2.6 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

S P M Corporation of India Limited

payable at

Kolkata

. 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.

2.7 Forms of EMD and PBG:

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

S P M Corporation of India Limited

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

2.8 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

1. Terms and Conditions:

Guidelines of SPMCIL Procurement Manual Version 3.0 will be applicable to this bid at any stage to avoid any conflict at later stage. Kindly refer GIT and GCC of SPMCIL Procurement Manual Version 3.0 for additional terms and conditions as per the links given below:

General Instruction to Tenderer (GIT): <https://spmcil.com/uploaddocument/GIT/new.pdf>

General Conditions of Contract (GCC): <https://spmcil.com/uploaddocument/GCC/new.pdf>

2. Delivery Period:

a. To be delivered within 1 (One) month from the date of issue of contract.

b. The vendor is responsible for delivering the material/service and duly unloading the same at the General Store of India Government Mint, Kolkata after taking necessary security clearance from CISF at the main gate of India Government Mint, Kolkata by showing the driving licence, vehicle registration etc. and necessary documents like invoice, delivery challan, copy of Purchase Order, e-way bill, bank details in company letter head duly sealed & signed etc. are to be handed over to Store- in- charge.

3. Terms and Mode of payments:

100% on receipt and acceptance of goods/service at destination by the user section of India Government Mint, Kolkata and on production of all required documents by the supplier each time. (Acceptance means goods supplied in proper condition at India Govt. Mint, Kolkata as well as meeting other terms and conditions of Purchase order.)

4. Transportation of Domestic Goods:

To be borne by the supplier duly unloaded at the General store of India Govt. Mint, Kolkata.

5. Packing:

Materials should be suitably packed. The packing should be weather proof and should be made water proof to prevent damage during transit. The supplier will also be responsible for unloading and stacking at India Government Mint, Kolkata Store as per instruction of competent authority.

6. Insurance:

The supplier shall make arrangements for insuring the goods and services against loss or damage, incidental to manufacture or acquisition, transportation, storage and delivery. The Supplier shall be responsible till the entire goods contracted for arrive in good condition at destination. The transit risk in this respect shall be covered by the supplier by getting the goods duly insured. The insurance cover shall be obtained by the supplier in its own name not in the name of India Government Mint, Kolkata or its consignee. For details please refer to clause 12 of General Conditions of Contract (GCC).

7. Quantum of LD:

If the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, India Govt. Mint, Kolkata shall, without prejudice to other rights and remedies available to India Govt. Mint, Kolkata under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 0.5% of the delivered price of the delayed goods and/ or services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 10% of the delayed goods' or services' contract price(s).

8. The total cost inclusive of all as cited above on FOR India Govt. Mint, Kolkata (W.B) basis should be indicated clearly both in words and figures in the price bid.

9. Documentary evidence to be submitted towards PAN & GST Registration Certificate.

10. Participating Bidder must submit sealed and signed copy of entire GeM bid document including the Technical Specification. Also the participating bidder must submit sealed & signed Annexure I in their letter head & checklist attached under Technical Specification.

11. All the supporting documents submitted along with this bid should be signed and sealed by the authorized signatory of the firm mandatorily. The bid document shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.

12. The supplier has to provide GeM invoice during submission of bill for payment.

13. Qualification/Eligibility Criteria

The bidder firm should meet following eligibility criteria to qualify:-

(a) For MSE/Start-up firm: Capability - Equipment & Manufacturing Facilities: The bidder firm should have capability to manufacture and supply of Medicines & Allied Items.

(b) For other firm - Experience and past performance: The bidder firm may be Manufacturer/Proven supplier/Authorized dealer or distributor of Medicines & Allied Items or bidder may participate with manufacturing authorization form (issued by

y manufacturer of tendered item).

Note:

- (i) Participating bidder needs to submit all related documents along with the bid.
- (ii) In support of Experience & Past Performance & Capability copy of supply/ work order; respective completion certificate and contact details of clients (previous buyer of the items) to be enclosed along with the tender.
- (iii) The bidder should have valid Drug and Trade License.
- (iv) All copy of supply/ work order; respective completion certificate and contact details of clients: in support of experience, past performance should be authenticated by the by the person authorized to sign the tender on behalf of the bidder.
- (v) For verifying the capability/capacity, India Government Mint, Kolkata reserves the right to depute its authorised representatives at the worksites of the bidder. In the event, the firm is found not having capability/capacity, their offer is liable to be rejected.

14. The security deposit/ePBG must be submitted within 21 days from the date of issue of contract by the contract awarded firm.

15. Price Schedule:

While quoting the price through GeM portal, the detailed price breakup along with GST percentage must be mentioned and attached as pdf in the document attachment option of price bid mandatorily. Do not upload financial documents related to financial standings like audited balance sheets in the document attachment field of price bid, attach only the detailed price breakup of the quotation as mentioned above. Detailed price breakup of the quotation must be in the format as attached in the end of this bid document.

Price to be mentioned only in price bid not in Techno commercial bid or any other place. If it is mentioned any other part other than price bid, the offer will be rejected.

16. MSME & Make in India Status:

In case any bidder is submitting their bid as MSME and/or MII, the firm must be registered as a MSME & MII in GeM portal and Self-declaration along with documentary evidence in this regard must be submitted declaring that their MSME & MII status is updated in GeM portal also. In further evaluation stage if it is found that the firm is not registered as MSME and/or MII in GeM, but MSME certificate and/or MII declaration is submitted along with the bid, no exemption will be given and their offer may be rejected.

17. Eligible Goods and Services (Origin of Goods & Services):

(i) All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.

(ii) The word "origin" incorporated in this clause means the place from where the goods are mines, cultivated, grown, manufactured, produced or processed or from where the service are arranged.

18. Special Condition: Supplier should file the returns pertaining to TCS (Section 206C (1H) for TCS collected, in the time and provide the TCS certificate to IGMK. In case of any Credit loss to IGMK by way of their failure to file Returns and provide TCS certificate in time, India Government Mint, Kolkata reserves the right to recover the amount equivalent to TCS paid along with applicable interest from the payment of further supplies.

19. GST Return:

Supplier should file the GST return for outward supplies in time. In case of any loss to India Government Mint, Kolkata by way of their failure to file GST Returns in time India Government Mint, Kolkata reserves the right to withhold the payment of further supplies till production of evidence. Any liability which will occur on account of non-compliance of e-way bill, GST provision or any other applicable law will be borne by supplier.

20. Consignee:

Chief General Manager, India Government Mint, Alipore, Kolkata, West Bengal, Pin - 700053.

On the consignment please mention the following details:

Order No: Packing No : Net Weight : Gross Weight :

21. Resolution of Disputes:

If dispute or difference of any kind shall arise between India Government Mint, Kolkata and the supplier in connection with or relating the contract, the parties shall make every effort to resolve the same amicably by mutual consultations. If the parties fail to resolve their dispute or difference by such mutual consultation within 21 days of its occurrence, then, unless otherwise provided in the SCC, either India Government Mint, Kolkata or the supplier may seek recourse to settlement of disputes through arbitration act 33.2. Disputes arising out of any breach of contract pertaining to this tender shall be settled in the court of competent jurisdiction located within Kolkata only.

22. Risk Purchase Clause:

(a) If the supplier after submission of tender and due acceptance of the same, i.e. after notification of award of contract fails to abide by the terms and conditions of these tender documents, or fails to supply the deliverables as per delivery schedule given or at any time repudiates the contract, the purchaser shall have the right to:

(i) Invoke the Security-cum-Performance Guarantee if deposited by the supplier and procure stores from other agencies at the risk and consequence of the supplier. The cost difference between the alternative arrangement and supplier tendered value will be recovered from the supplier.

(b) Supplier has to abide by all the terms and conditions of tender.

(c) In case of procurement through alternative sources and if procurement price is lower, no benefit on this account will be passed on to the supplier.

23. Quality Control Requirements:

Quality of Goods: Free from all technical defects, in compliance with our Technical Specification:

i) Goods/service supplied not in conformity with tender specification will be treated as goods/service not supplied at all and supplier shall take supplied material not confirming to order specification back within 15 days. Goods/service shall be delivered by the supplier in accordance with the terms and conditions specified in the contract failing which expenses of keeping goods at purchaser's premises may be levied on supplier.

ii) Delivery date will be calculated from the date goods/services are received in acceptable quality in accordance with technical specification.

24. Shelf Life: The Product to be supplied must have minimum one year Shelf Life. On the date of supply, minimum one year usable shelf life should be available / balance.

25. The suppliers of the medicines must agree to take back the shortlisted medicines which would be expired within short period (2 months) and that will be informed to the supplier by the designated person of the India Govt. Mint, Kolkata two months before the date of expiry.

26. All safety and security of the workmen is the sole responsibility of the awarded firm itself and in case of any unwanted incidents India Government Mint, Kolkata authorities would not be liable under any circumstances.

27. Disclaimer:

The issue of this Bid Document does not imply that the Purchaser is bound to select Bidder(s) and the Purchaser reserves the right to reject all or any of the Bidders or Bids or to decide to drop the procurement process at any stage without assigning any reason.

28. The bidder has to submit documents as per following Check list as given below along with the Technical bid documents without fail:

1	Entire Tender Document Duly Seal & Signed on every page including technical specification as an acceptance of all terms & conditions of the tender
2	Submitted the documents as per Qualification / Eligibility criteria as per Clause 13 of buyer added bid specific ATC
3	Documentary evidence towards PAN & GST Registration Certificate
4	Sealed & Signed Declaration (Annexure -I attached in technical specification)
5	Proof of EMD(scanned copy) as applicable or any valid exemption certificate
6	Documentary/undertaking against Make in India Status i.e. being a Class I/ Class II supplier with details of percentage
7	Submitted valid Drug and Trade License

***FOR ANY OTHER QUERIES, FIRMS MAY CONTACT IN THE BELOW DETAILS:**

Ph. No. 033 - 2401 4132,33,34,35, (Extension 336/ 319/ 326);

Email: purchase.igmk@spmCIL.com

2.9 Buyer Added Bid Specific ATC:

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

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.