# अनुबंध|Contract



अनुबंध क्रमांक | Contract No: GEMC-511687701489625

अनुबंध तिथि। Generated Date : 29-Jan-2025

बोली/आरए/पीबीपी संख्या|Bid/RA/PBP No.: <u>GEM/2024/B/5442767</u>

संगठन विवरण|Organisation Details

प्ररूप|Type

मंत्रालय | Ministry :

Ministry of Agriculture and Farmers Welfare Department of Agricultural Research and Education

विभाग|Department:

(DARE)

संगठन का नाम | Organisation Name Indian Council of Agricultural Research (ICAR)

कार्यालय क्षेत्र|Office Zone:

Central Institute Of Brakishwater Aquaculture

खरीदार विवरण|Buyer Details

पद | Designation :

AAO Stores

संपर्क नंबर|Contact No. :

044-24610565-334

ईमेल आईडी|Email ID :

buyer133.icari.tn@gembuyer.in

जीएसटीआईएन|GSTIN: 33AAAAI1830P1ZQ

NO.75, SANTHOME HIGH ROAD, RAJA ANNAMALAIPURAM.

पता|Address:

CHENNAI.

Chennai, TAMIL NADU-600028, India

वित्तीय स्वीकृति विवरण|Financial Approval Detail

आईएफडी सहमति IFD Concurrence :

प्रशासनिक अनुमोदन का पदनाम|

Designation of Administrative Approval: वित्तीय अनमोदन का पदनाम।

Designation of Financial Approval:

THE DIRECTOR

THE DIRECTOR

भुगतान प्राधिकरण विवरण | Paying Authority Details

भुगतान का तरीका| पद | Designation :

Offline Payment Mode:

AAO Stores

BUYER

ईमेल आईडी | Email ID :

buyer133.icari.tn@gembuyer.in

जीएसटीआईएन|GSTIN: 33AAAAI1830P1ZQ

NO.75, SANTHOME HIGH ROAD, RAJA ANNAMALAIPURAM,

पता|Address:

CHENNAI,

Chennai, TAMIL NADU-600028, India

विक्रैता विवरण|Seller Details

जेम विक्रैता आईडी|GeM Seller ID :

D1B8190000772226

कंपनी का नाम|Company Name :

LABMATE (ASIA) PRIVATE LIMITED 09940612499

संपर्क नंबर|Contact No. : ईमेल आईडी|Email ID:

sales@labmateasia.com

पता। Address :

183.BAID MEHTA COMPLEX.C BLOCK MOUNT ROAD SAIDAPET.

एमएसएमई पंजीकरण संख्या|MSME Registration number :

जीएसटीआईएन|GSTIN:

Chennai, TAMIL NADU-600015. -UDYAM-TN-02-0042865 33AAACL5697B1ZN (B), (R)

खरीदार द्वारा मूल्यांकित एमआईआई स्थिति | MII Status as

evaluated by buyer :

Verified

खरीदार द्वारा सत्यापित एमएसएमई स्थिति | MSME Status as verified by buyer

Not Verified

एमएसई सामाजिक श्रेणी|MSE Social Category :

एमएसई लिंग श्रेणी | MSE Gender :

OTHERS

\*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 : Microscope with Fluorescence ब्रांड Brand : ZEISS ब्रांड प्रकार Brand Type : NA कैटलॉग की स्थिति Catalogue Status: NA कैसे बेचा जा रहा है Selling As : NA श्रेणी का नाम और चतुर्थाश Category Name & Quadrant : NA (-) मॉडल Model: Model PrimoVert iLED with AxioCam 208 camera एचएसएन कोड HSN Code: HSN not specified by seller	1	pieces	1,486,000	जीएसटी  GST (18%): 226,677.966 जीएसटी उपकर 1  GST Cess 1 (0%): 0 जीएसटी उपकर 2  GST Cess 2 (0 per accounting unit): 0 जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी) Input Tax Credit (ITC) on GSTI: - जीएसटी उपकर पर आईटीसी 1  ITC on GST Cess 1: - जीएसटी उपकर पर आईटीसी 2  ITC on GST Cess 2: -	1,486,000

कुल ऑर्डर मुल्य | Total Order Value (in INR)

1.486.000

परेषिती विवरण|Consignee Detail

दिनांक के बाद

वितरण पूरा कब तक करना है|

क्र.सं. S.No	परेषिती Consignee	वस्तु Item	लॉट नंबर  Lot No.	मात्रा Quantity	डिलीवरी शुरू करना है  Delivery Start After	Delivery To Be Completed By
1 2	पद  Designation :- ईमेल आईडी Email ID : buyer133.icari.tn@gembuyer.in संपर्क Contact : 044-24610565-334 जीएमटीआईएन GSTIN : 33AAAAI1830P1ZQ पता Address : NO.75, SANTHOME HIGH ROAD, RAJA ANNAMALAIPURAM, CHENNAI, Chennai, TAMIL NADU-600028, India	Microscope with Fluorescence	-	1	29-Jan-2025	28-Feb-2025

# Product Specification for Microscope with Fluorescence

विनिर्देश Specification	उप-विनिर्देश Sub-Spec	मूल्य Value
Custom Specification	Custom Specification	Yes

### Annual maintenance charges for Microscope with Fluorescence

सेवा वर्ष Service Year	एएमसी प्रतिशत AMC Percentage	एएमसी राशि AMC Amount	एएमसी आवृत्ति AMC Frequency
AMC charges for 1st year after warranty period in % of cost of equipment	3%	44580.00	Monthly
AMC charges for 2nd year after warranty period in % of cost of equipment	3.3%	49038.00	Monthly
AMC charges for 3rd year after warranty period in % of cost of equipment	3.75%	55725.00	Monthly

## विक्रेता विशिष्टता दस्तावेज़|Seller Specification Document:

1. SpecificationDocument1	mkp.gem.gov.in/catalog_data/catalog_support_document/26/27/733/CatalogAttrs/SpecificationDoc ument/2024/10/10/2024_10_10_14_43_19_specs_primovert_iled_2024-10-10-14-43- 26_1068eb5e93baa85b1a34b3 4c9f6f3d5b.pdf
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## खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/4031782/54/78/703/Catal	
C161	ogAttrs/SpecificationDocument/2024/9/26/fluroesence_microscope_spec_2024-09-26-12-19-	
1. <u>SpecificationDocument</u>	12_544d0ce9ed01	
	087220c15adf745ee870.pdf	

## एएमसी के लिए अतिरिक्त खंड|Additional Clauses for AMC

<b>1.AMC charges to be indicated as percentage of cost of Product/Equipment quoted for each year after the warranty period.<br/>/>/>/>/>/>5. the AMC Charges quoted. <a href="https://sch/><b>. </b>The AMC functionality shall be available in bid only and no direct RA shall be applicable. In case of bid to RA decrement rules shall be applicable on total price inclusive of AMC charges. <br/> field depending on warranty parameter applicable in category parameters for the equipment. The Seller while participating in Bid/RA will get fields to indicate AMC charges as percentage depending on number of years of AMC selected by Buyer. The following shall be applicable If 5 year AMC selected. <a href="https://creativecommons.org/linearing-number-of-years-of-AMC charges for first year-of-ye after warranty period – Percentage to be indicated- A1.<br/> <b>3.1.2 </b>AMC charges for second year after warranty period – Percentage to be indicated A2.<br/> <b/> 3.1.2 </b> </b>AMC charges for third year after warranty period – Percentage to be indicated A3.<br/> <b>3.1.4 </b>AMC charges for fourth year after warranty period – Percentage to be indicated A4.<br/> <b>3.1.5 </b>AMC charges for 5th year after warranty period - Percentage to be indicated A5.<br/>
<br/>
- A5.3.2 <br/>
- A in to account of number of years of warranty and duration of AMC as specified while creating bid. <br/>
<br/>
| br/> <br/> <br/> <br/>
| br/> <br/> should be same or higher than preceding year.<br/><br/><br/><br/><br/><br/><b>A-/b>Since AMC charges are to be paid only later for each year during AMC period , applicable performance guarantee amount after placement of contract shall be based on the cost of product/equipment and not on basis of cost of equipment along with AMC Charges. <br/>
<br/>
- <br/>
 start of the AMC and shall be applicable as 2.5% on the total contract value including AMC Charges The PBG submitted after award of contract shall be released only after new PBG for the AMC period is submitted and accepted by buyer/consignee after due verification. Bank guarantee for AMC is to remain valid till completion of AMC period plus one year .The bank guarantee for AMC shall be submitted to buyer directly.<br/><br/><br/> <b>6. </b>In case of splitting of quantity product/equipment cost and AMC charges offered by L-1 in the evaluated cost shall be matched by higher quoting eligible bidders on one to one basis . The equipment cost shall be matched and AMC charges shall be matched year to year. <br/> after satisfactory completion of said period, duly certified by end user and scope of AMC will be as per para 1 above.<br/>

# ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक   Advisory Bank :	State Bank of India
ईपीनीजी 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

# आरसीएम/एफसीएम के संबंध में सामान्य खंड |General Clauses w.r.t RCM/FCM

1. Where ever RCM is applicable, for sellers (Regular GST registered seller who opted out of FCM as per notifications of GST like GTA, unregistered seller), Buyer have liability of

paying the GST and GST cess to the government on the specified rate mentioned by them in this contract. Seller will invoice buyer with Zero GST and GST cess.

- 2. For Registered sellers as per FCM, rates will be inclusive of prescribed rate of GST and GST cess. ITC available to buyer as shown in the bid document have been applied while evaluating the bids. Seller has liability of paying the GST and GST cess to the govt and same will be charged from buyer while invoice.
- 3. For Registered sellers who opted for RCM while quoting for specified category under section 9(3) like GTA rates will be exclusive of GST and GST cess. GST and GST cess as indicated by the buyer in the bid document payment of GST and GST Cess will be the liability of buyer.
- 4. For Unregistered sellers Liability of payment of GST and GST cess is in Buyers scope. GST and GST cess as indicated by the buyer in the bid document will be the liability of buyer. Unregistered seller will invoice buyer with zero GST and Zero GST cess.
- 5. For sellers under Composition Scheme: There is no liability of payment of GST and GST cess in Buyers cope. Seller will invoice Zero GST and GST cess in the invoice to buyer

# 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
- 1.3 All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.
- 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 Generic

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

#### ICAR CIBA

75 santhome high road

MRC nagar

RA puram

Chennai-600028

### 2.5 Generic.

End User Certificate: Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.

### 2.6 Generic

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

### 2.7 Generic.

Non return of Hard Disk: As per Buyer organization's Security Policy, Faulty Hard Disk of Servers/Desktop Computers/ Laptops etc. will not be returned back to the OEM/supplier against warranty replacement.

### 2.8 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

### 2.9 Scope of Supply.

Scope of supply (Bid price to include all cost components): Supply Installation Testing and Commissioning of Goods

### 2.10 OEN

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.

### 2.11 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.

### 2.12 Service & Support.

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

# 2.13 Service & Support:

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

### 2.14 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.

### 2.15 Warranty

Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide AMC Service for next 3 years for the offered products at the rate not more than 3 % of contract price per annum. Buyer reserves the right to enter into an AMC agreement (covering preventive maintenance and servicing) with the Successful Bidder / OEM after

expiry of the Warranty period at rate as mentioned above and the payment for the AMC charges would be made Annually after rendering of the AMC Services of the relevant AMC period. Performance Security of the successful bidder shall be forfeited if it fails to accept the AMC contract when called upon by the buyer. The original Performance Security of contract will be returned only after submission and verification of AMC Performance Security for 3% of total AMC value valid up to AMC period plus 2 months (if there is no other claim). (Undertaking of acceptance to be uploaded with bid).

#### 2.16 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.

### 2.17 Forms of EMD and PBG:

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

The director ciba

payable at

CIBA CHENNAI

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.

#### 2.18 Forms of EMD and PBG:

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

THE DIRECTOR CIBA

payable at

CIBA CHENNAI

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.

2.19 Buyer Added Bid Specific ATC:

Buyer uploaded ATC document Click here to view the file.

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

पुर्जो / उपभोग्य सामग्रियों के दस्तावेज़ लिक के लिए प्रस्तावित मुल्य | 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।

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.

Dr. T. Bhurameshwari, Sr 8ci

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Date: 09/01/2005

Jemd: Gunome Ediding.