

Sanction of the competent authority is hereby conveyed for incurring an expenditure of amount as under towards the cost of Purchase order/Contract placed on the Seller for Supply of Goods/Services as per the contract for making payment to the Seller subject to deduction of TDS as applicable:

Organisation Details		Buyer Details	
Type:	Central Government	Name:	Sachin Kant Sharma
Ministry:	Ministry of Agriculture and Farmers Welfare	Designation:	UDC
Department:	Department of Agricultural Research and Education (DARE)	Email ID:	buycon120.icari.up@gembuyer.in
Organisation Name:	Indian Council of Agricultural Research (ICAR)	GSTIN:	09AAALI0362D1DR
Office Name:	Icar-central Avian Research Institute, Izatnagar	Address:	Central Avian Research Institute, Izatnagar, Bareilly BAREILLY UTTAR PRADESH - 243122

Financial Approval Detail	
Designation of official providing Administration approval:	The Director, CARI
IFD Concurrence / Competent Authority (HOD / Head of Office) Approval Required?	NO
Budget availability	YES
Designation of official providing Financial approval:	The Director, CARI

Seller Details	
Company Name:	Pioneer Sales
Email ID:	pioneersales@rediffmail.com
Address:	Pioneer Sales Bareilly UTTAR PRADESH - 243122

Product Details						
#	Item Description	Model	Ordered Quantity	Unit	Price per Unit inclusive of all Duties and Taxes (in INR)	Total Price (inclusive of all Duties and Taxes (in INR))
1	MEMMERT GERMANY >over 22 to 26 litre Chamber Capacity Water Baths	WNE 22	1	pieces	495000.84	495000.84
Total Order Value (in INR)						495000.84

Consignee Details						
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Sachin Kant Sharma buycon120.icari.up@gembuyer.in Central Avian Research Institute, Izatnagar, Bareilly BAREILLY UTTAR PRADESH - 243122	MEMMERT GERMANY >over 22 to 26 litre Chamber Capacity Water Baths	-	1	24-Feb-2022	26-Mar-2022

**Terms & Conditions**

- 1. This issues under the power delegated to Ministries/Department of the Government of India vide Annexure to schedule V of the Delegation of Financial Power Rules, 1978 as amended from time to time.

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## Contract



**Contract No:** GEMC-511687738532691

**Generated Date:** 24-Feb-2022

<b>Organisation Details</b> Type: Central Government Ministry: Ministry of Agriculture and Farmers Welfare Department: Department of Agricultural Research and Education (DARE) Organisation Name: Indian Council of Agricultural Research (ICAR) Office Zone: Icar-central Avian Research Institute, Izatnagar	<b>Buyer Details</b> Designation: UDC Contact No.: 0581-2971809- Email ID: buycon120.icari.up@gembuyer.in GSTIN: 09AAALI0362D1DR Address: Central Avian Research Institute, Izatnagar, Bareilly, BAREILLY, UTTAR PRADESH-243122, India
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<b>Financial Approval Detail</b> IFD Concurrence: No Designation of Administrative Approval: The Director, CARI Designation of Financial Approval: The Director, CARI	<b>Paying Authority Details</b> Payment Mode: Offline Designation: Assistant Finance and Accounts Officer Email ID: kailash.chand@icar.gov.in GSTIN: N Address: Central Avian Research Institute, Izatnagar, Bareilly, BAREILLY, UTTAR PRADESH-243122, India
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<b>Seller Details</b>	
GeM Seller ID:	F57E180000096166
Company Name:	Pioneer Sales
Contact No.:	09412360570
Email ID:	pioneersales@rediffmail.com
Address:	PIONEER SALES, B-44/15,,,-,RAJENDRA NAGAR, Bareilly, UTTAR PRADESH-243122, -
MSME verified:	No
MSME Registration number:	-
GSTIN:	09AFRPJ4964Q1ZB

\*GST / Tax invoice to be raised in the name of - Consignee

#	Item Description	Ordered Quantity	Unit	Unit Price (INR)	Tax Bifurcation (INR)	Price (Inclusive of all Duties and Taxes in INR)
1	<b>Product Name :</b> MEMMERT GERMANY >over 22 to 26 litre Chamber Capacity Water Baths <b>Brand :</b> MEMMERT GERMANY <b>Brand Type :</b> Registered Brand <b>Catalogue Status :</b> Catalogue not verified by OEM <b>Selling As :</b> Reseller not verified by OEM Category Name & Quadrant : water baths (Q3) WNE 22 8419	1	pieces	495,000.84	NA	495,000.84
Total Order Value (in INR)						<b>495,000.84</b>

<b>Consignee Detail</b>						
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: UDC Email ID: buycon120.icari.up@gembuyer.in Contact: 0581-2971809- GSTIN: 09AAALI0362D1DR Address: Central Avian Research Institute, Izatnagar, Bareilly, BAREILLY, UTTAR PRADESH-243122, India	MEMMERT GERMANY >over 22 to 26 litre Chamber Capacity Water Baths	-	1	24-Feb-2022	26-Mar-2022

<b>Product Specification for MEMMERT GERMANY &gt;over 22 to 26 litre Chamber Capacity Water Baths</b>		
Specification	Sub-Spec	Value
	Chamber Length of offered product:	30

Water Bath Chamber Dimensions, Capacity and Construction	Chamber Width of offered product:	600
	Chamber Depth of offered product:	350
	Water bath Chamber Capacity	>over 22 to 26 litre
	Chamber Construction:	Double walled rectangular chamber
	Material of inner Chamber and lid Construction:	Stainless Steel (SS 304)
	Material of Outer Chamber Construction:	Epoxy coated/Powder coated mild steel
	Weight (kg)	45
	Number of racks provided with Water bath unit	2
	Number of 75 mm diameter Holes provided:	12
Heating Arrangement Parameters	Heat source:	Internal Heating coil
	Heating Capacity (>=):	2000
Control Panel and Display Unit	Control Panel has:	ON/Off Switch, Heating & Temperature (Set & Actual) Indicators, Power mains Indicator, Temperature controller, Circulation Controller (if Water bath has circulation facility), Refrigeration Controller (if Water bath has chamber refrigeration facility), Shaking Controller (if Water bath has shaking facility)
	Adjustable shaking frequency in rpm	20-200
	Type of Temperature controller	Digital controller cum Indicator PID Based control
	Water bath Display type:	LED
	Integrated circulation pump for temperature homogeneity	Yes
	Removable bottom plate and shaking inserts	Yes
Water bath Temperature	Temperature range of bath chamber:	5°C above ambient to 99.9°C
	Temperature control sensitivity:	±0.5°C or better
	Least temperature increment Step available	1 degree C
	Temperature Accuracy:	±1°C or better
	Safety Features:	Low fluid Alarm, High limit Alarm, Over temperature Alarm & cutoff, Redundant safety thermostat
Power Requirement, Certifications and Warranty	Power requirement:	220 V 50 Hz Single Phase AC
	Availability of Test Report from Central Govt/NABL/ILAC accredited lab to prove conformity to specification	Yes
	Manufactured by ISO 9001:2008 or latest certified firm:	YES
	Equipment has CE certification	Yes
	Warranty Period:	5
Cover	Lid/cover Provided	Yes
	Shape of Cover	Rectangular
Timer Unit	Timer Provided	Yes
	Timer Setting ( minimum increment step)	300
Miscellaneous Features	Drain plug in Chamber provided	Yes
	Data Logging facility through (RS 232/USB/HDMI/Bluetooth etc) to computer available:	No
	Steel holder for tubes and Flasks provided:	No
	Drain screw for emptying of water bath	Yes
	Seamless and waterproof keypad	Yes

**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.

## Terms and Conditions

### 1. Special terms and conditions- Version:1 effective from 03-09-2020

#### 1.1 1. Comprehensive warranty:

Comprehensive warranty shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares,. During the warranty period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months. warranty shall not be including the consumables .Further there will be 98% uptime warranty during warranty period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend warranty period by double the downtime period.

#### 2. Service centres:

Details of Service outlets in India to render services for equipment to be furnished to buyer/consignees with complete address ,telephone numbers, e mails etc at time of making the supplies .It shall be the responsibility of seller to ensure that authorized service centres are available to cater to the areas where supplies are made within reasonable distance from where the service calls can be handled .Details of toll free numbers for service call and online registration of service requests also to be provided buyer/consignee at the time of supplies.

#### 3. Source of supply:

It shall be responsibility of seller to provide Documents regarding source of equipments such as copy of Performa invoice or any other documents to establish that the products supplied are manufactured by OEM indicated and sourced from them .

**4. Packing and Marking:** Medical equipments being very delicate and sensitive packing for the goods should be strong and durable enough to withstand transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. .The size, weights and volumes of the packing cases, remoteness of the final destination of the goods, availability or otherwise of transport and handling facilities at all points during transit up to final destination,. Quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall take in to consideration the type of medical equipments being supplied. The accessories shall be suitably labelled and packed .Each of the package shall be marked on three sides with indelible paint of proper quality: indicating contract number and date , brief description of goods including quantity ,, Packing list reference number , country of origin of goods and any other relevant details.

#### 5. Spare Parts:

Seller shall provide materials, information etc. pertaining to spare parts manufactured and supplied by the OEM . It shall be ensured that the required spares are available for purchase at least for 10 years from date of supplies .In case due to any reasons the production of the spare parts is discontinued sufficient advance notice should be given to the buyer/consignee before such discontinuation to provide adequate time to purchase the required spare parts etc. Further, OEM and their service centres/dealers shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the equipments so that the same are available.

OEM or reseller shall always accord most favoured client status to the buyer/consignee and shall give the most competitive price for spares and consumables of its machines/equipments supplied

#### 6. Installation, Training, Manuals:

Seller shall be responsible to carry out Installation & commissioning, Supervision and Demonstration of the goods. They shall provide required jigs and tools for assembly, minor civil works for the completion of the installation and Training of Consignee's representatives for operating and maintaining the equipment and Supplying required number of operation & maintenance manual for the goods. In case the category parameters are specifying any requirements regarding the installations , training and manuals the same shall also be applicable.

#### 7. Electrical safety checking:

Sellers are required to make sure that they furnish the list of equipments for carrying out routine and preventive maintenance to buyer/consignee. They should make sure to periodically check the electrical safety aspects as per BIS Safety Standards or equivalent. In case they do not have required equipment for such testing should ensure that the equipments checked for electrical safety compliance through labs with facilities for such checking during every preventive maintenance call.

#### 8. Software:

All software updates should be provided free of cost during warranty period.

### 2. General Terms and Conditions-

**2.1** 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) as available on the GeM portal (unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

**2.2** Terms of delivery: Free Delivery at Site including loading/unloading. In respect of items requiring installation and / or commissioning and other services in the scope of supply (as indicated in respective product category specification / STC / ATC), and the cost of the same is also included in the Contract price.

**2.2.1** Contracted goods should be delivered at the consignee or designated delivery location as per the working time of the buying organisation. Seller may get the same confirmed from consignee before scheduling delivery.

**2.2.2 A copy of the contract should be available with the messenger / dispatching agency that delivers the Goods at consignee / delivery location (preferably pasted / attached outside the consignment / package) for easy reference and ease in delivery acceptance.**

**2.3 Delivery period: The Delivery Period/Time shall be essence of the Contract and delivery must be completed not later than such date(s). Any modification thereto shall be mutually agreed and incorporated in the Contract as per the provisions of the GTC.**

**2.4 Performance Security: If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller.**

**2.5 Taxes and Duties: Contract Prices are all inclusive i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. Break up of GST shall be indicated by the Seller while raising invoice / bill on GeM. While submitting the bill / invoice Seller shall undertake that the Goods and Services Tax (GST) charged on this bill is not more than what is payable under the provision on the relevant Act or the Rules made there under and that the Goods on which GST has been charged have not been exempted under the GST Act or the Rules made there under and the charges on account of GST on these goods are correct under the provision of that Act or the rules made there under.**

**2.6 Octroi Duty and / or other local taxes:Contract Prices are all inclusive hence no reimbursement over and above the contract price(s) shall be allowed to seller towards payment of local taxes (such as levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies etc).**

**2.7 Limitation of Liability: The provisions of limitation of liability between Buyer and Seller as given in the GTC shall be applicable here.**

**2.8 Resolution of disputes: The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.**

**2.9 Liquidated Damages: If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever. In case, Service Level Agreement (SLA) is applicable the same shall be applicable for the Contract.**

**2.10 Financial Certificate:**

**2.10.1 The expenditure involved for this purpose has received the Sanction of the competent financial authority.**

**2.10.2 The funds are available under the proper head in the sanction budget allotment for the concern financial year.**

**2.10.3 I have been fully authorized by the department to sign the supply order or incur the liability of the Goods being ordered.**

**2.11 The bidder should submit a self declaration to the effect in bidder's official letter head that their agency have not been black listed by any Agency whatsoever till date.**

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