

OT/G/C - 223/2021-22, dt: 11/06/2021

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 C-10/2020-21/PT (X V)
Type: Central Autonomous	Name: Derenamai Jinthuilu
Ministry: Ministry of Health and Family Welfare	Designation: Jinthuilu
Department: Department of Health and Family Welfare	Email ID: buycon3.neigrihms.ml@gembuyer.in
Organisation Name: North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences (NEIGRIHMS)	GSTIN:
Office Name: Neigrihms, Shillong	Address: P.O. NEIGRIHMS, Mawdiangdiang, Shillong EAST KHASI HILLS MEGHALAYA - 793018

Financial Approval Detail C-110 (C)/2021-22, dt: 1/6/2021
Designation of official providing Administration approval: Director NEIGRIHMS Shillong and Head of Office
IFD Concurrence / Competent Authority (HOD / Head of Office) Approval Required? YES
Budget availability YES
Designation of official providing Financial approval: Deputy Director (Admn) and DDO

Seller Details
Company Name: BARAMATI INDUSTRIES
Email ID: bmt_inds@yahoo.co.in
Address: BARAMATI INDUSTRIES Shivnagar Maharashtra - 413116

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	Cruzine Medical Staff Shoe Cover PE (Plastic)	Medical Staff Shoe Cover	600000	pieces	0.96	576000.0
Total Order Value (in INR)						576000.0

Consignee Details							
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By	
1	Laishram Premananda Singh con25.neigrihms.ml@gembuyer.in P.O. NEIGRIHMS, Mawdiangdiang, Shillong EAST KHASI HILLS MEGHALAYA - 793018	Cruzine Medical Staff Shoe Cover PE (Plastic)	-	600000	10-Jun-2021	25-Jun-2021	

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.

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

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**Contract**

Contract No: GEMC-511687773586466

Generated Date: 10-Jun-2021

Bid/RA/PR No: GEM/2021/B/1203900

OT/G/C - 223/2021-22, dt: 11/06/2021

Organisation Details	Buyer Details C-10/2020-21/Pt (X V)
Type: Central Autonomous	Designation: Jinthulliu
Ministry: Ministry of Health and Family Welfare	Contact No.: -8974990292-
Department: Department of Health and Family Welfare	Email ID: buycon3.neigrihms.m@gembuyer.in
Organisation: North Eastern Indira Gandhi Regional Institute of Health and	GSTIN: -
Name: Medical Sciences (NEIGRIHMS)	Address: P.O. NEIGRIHMS, Mawdiangdiang, Shillong,
Office Zone: Neigrihms, Shillong	EAST KHASI HILLS, MEGHALAYA-793018, India

Financial Approval Detail	Paying Authority Details
IFD Concurrence: Yes	Payment Mode: Offline
Designation of Administrative: Director NEIGRIHMS Shillong and Head of	Designation: A Accounts officer
Approval: Office	Email ID: accounts.neigrihms@nic.in
Designation of Financial Approval: Deputy Director (Admn) and DDO	GSTIN: N
C-110(C)/2021-22, dt: 1/6/2021	Address: P.O. NEIGRIHMS, Mawdiangdiang, Shillong,
	KHASI HILLS EAST, MEGHALAYA-793018, India

Seller Details	
GeM Seller ID:	3FFF200001152034
Company Name:	BARAMATI INDUSTRIES
Contact No.:	09356193171
Email ID:	bmt_inds@yahoo.co.in
Address:	SHIV NAGAR, MALEGAON, Near Malegaon Sugar Factory, Malegaon, Malegaon, Shilvnagar, Maharashtra-413116, -
MSME verified:	Yes
MSE Social Category:	General
MSE Gender:	Male
GSTIN:	27AFOPJ4649R1ZE

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

Product Details							
#	Item Description	Category Name	Model	HSN Code	Ordered Quantity	Unit	Price (Inclusive of all Duties and Taxes in INR)
1	Product Name : Cruzine Medical Staff Shoe Cover PE (Plastic) Brand : Cruzine Brand Type : Registered Brand Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM	medical staff shoe cover	Medical Staff Shoe Cover	39269099	600,000	pieces	576,000
Total Order Value (in INR)							576,000

Consignee Detail						
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: - Email ID: con25.neigrihms.m@gembuyer.in Contact: - GSTIN: N Address: P.O. NEIGRIHMS, Mawdiangdiang, Shillong, EAST KHASI HILLS, MEGHALAYA-793018, India	Cruzine Medical Staff Shoe Cover PE (Plastic)	-	600,000	10-Jun-2021	25-Jun-2021

Product Specification for Cruzine Medical Staff Shoe Cover PE (Plastic)		
Specification	Sub-Spec	Value
	Colour	Blue
	Skid resistance	Yes

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GENERAL	Dust proof	Yes
	Well stitched in universal regular size	Yes
	Should Cover the ankles	Yes
	Hard elasticized for better grip and easy wear	Yes
	Disposable	Yes
	Sterile	Yes
	Packing	Pair Individually Packed
Size	Shoe size (UK) for which item is suitable	12
	Clear indication of size on disposable shoe cover	YES
Material	Material (Non toxic, Medical Grade)	PE
	Composition of non woven material	Non-woven fabric
	GSM of non woven material (g/ sq/mtr)	30
Certificate	Certification	ISO
Test Report	Submission of Test Report to the buyer from NABL/ ILAC accredited or Central Government Lab to prove conformity of products to the specification on demand to the buyer	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.

Corrigendum

1. Extended Upto : 2021-05-17 13:00:00

Terms and Conditions

1. General Terms and Conditions-

1.1 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

1.2 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.

1.2.1 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.

1.2.2 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.

1.3 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.

1.4 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.

1.5 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.

1.6 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).

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

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

1.9 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

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controversy/dispute of any sort whatsoever. In case, Service Level Agreement (SLA) is applicable the same shall be applicable for the Contract.

1.10 Financial Certificate:

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

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

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

1.11 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.

2. Additional Terms and conditions-

2.1 Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.

2.2 If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.

2.3 Make in India specific authorisation certificate needs to be enclosed.

2.4 IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seiler 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.

2.5 For clothing and allied items, if pre-dispatch inspection clause has been selected in the Bid, the inspection Agency shall forward sample from the accepted lot duly identified/ sealed by it, as Reference Sample to each consignee (one reference sample per consignee) for comparing the lot received at consignee end with such reference sample. Such reference samples will be treated as part of supplied quantity from the lot and cost shall be borne by the Buyer.

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

2.7 Bid reserved for Make In India products: Procurement under this bid is reserved for purchase from local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a local supplier, should be as per relevant notification / order issued by the nodal ministry as available on the website of Department of Promotion of Industries and Internal Trade (DPIIT). All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 29.5.2019. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2.8 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.

2.9 To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid): ASTM/BIS/WHO-GMP/CDSO/DGCI/NABL/CITRA/DRDO.

2.10 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 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 Preference to Make in India products: Preference shall be given to local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a local supplier, should be as per relevant notification / order issued by the nodal ministry as available on the website of Department of Promotion of Industries and Internal Trade (DPIIT). If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 29.5.2019.

2.13

Commercial Experience Eligibility Criteria:

For experience, the order(s) executed by the bidder, during the last five years ending on the last day of the month immediately preceding the month in which the last date of bid submission falls, should be considered as under:

Three orders each executed for similar item where executed value is not less than the amount equal to 30% of the estimated cost.

OR

Two orders each executed for similar item where executed value is not less than the amount equal to 40% of the estimated cost.

OR

One order executed for similar item where executed value is not less than the amount equal to 50% of the estimated cost.

The last date of order execution may fall on the above mentioned period

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