



Sanction Order

Sanction No: 511687784660863  
Sanction Date: 19-May-2021

OT/G-180/2021-22, dt: 25/05/2021

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:

<b>Organisation Details</b>	<b>Buyer Details</b> 5-06/2019-20
Type: Central Autonomous Ministry: Ministry of Health and Family Welfare Department: Department of Health and Family Welfare Organisation Name: North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences (NEIGRIHMS) Office Name: Neigrhms, Shillong	Name: Derenamai Jinthuilu Designation: Jinthuilu Email ID: buycon3.neigrhms.ml@gembuyer.in GSTIN: Address: P.O. NEIGRIHMS, Mawdiangdiang, Shillong EAST KHASI HILLS MEGHALAYA - 793018

<b>Financial Approval Detail</b> C-78(A)/2021-21, dt: 5/5/2021
Designation of official providing Administration approval: Director, NEIGRIHMS IFD Concurrence / Competent Authority (HOD / Head of Office) Approval Required? YES Budget availability YES Designation of official providing Financial approval: Deputy Director, NEIGRIHMS

<b>Seller Details</b>
Company Name: HINDUSTAN ANTIBIOTICS LIMITED Email ID: dgmt.hapune@gmail.com Address: HINDUSTAN ANTIBIOTICS LIMITED Pune MAHARASHTRA - 411018

*Immediate despatch*

<b>Product Details</b>						
#	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	Unbranded Meropenem 1 gm 1 gm Dry Powder Injection	Injection	500	vials	348.95	174475.0
Total Order Value (in INR)						174475.0

<b>Consignee Details</b>						
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Punam Chowdhury con23.neigrhms.ml@gembuyer.in P.O. NEIGRIHMS, Mawdiangdiang, Shillong EAST KHASI HILLS MEGHALAYA - 793018	Unbranded Meropenem 1 gm 1 gm Dry Powder Injection	-	500	19-May-2021	02-Aug-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.

*26 Medicine stores / 26 forms / 26 copies each / 26*

*20 of 20 Raj 40 of 40 Romas*

*James*  
INCHARGE  
MEDICINE STORE  
NEIGRIHMS, SHILLONG

*Shr*  
Store & Procurement Officer  
Mr. Punam Chowdhury  
NEIGRIHMS, SHILLONG-18



Contract

Contract No: GEMC-511687784660863

Generated Date: 19-May-2021

OT/G - 180/2021-22, dt: 25/05/2021

<b>Organisation Details</b>	<b>Buyer Details</b> S-06/2019-20
Type: Central Autonomous	Designation: Jinthuilu
Ministry: Ministry of Health and Family Welfare	Contact No.: -8974990292-
Department: Department of Health and Family Welfare	Email ID: buycon3.neigrhms.ml@gembuyer.in
Organization: North Eastern Indira Gandhi Regional Institute of Health and	GSTIN: -
Name: Medical Sciences (NEIGRIHMS)	Address: P.O. NEIGRIHMS, Mawdiangdiang, Shillong,
Office Zone: Neigrhms, Shillong	EAST KHASI HILLS, MEGHALAYA-793018, India

<b>Financial Approval Detail</b>	<b>Paying Authority Details</b>
IFD Concurrence: Yes	Payment Mode: Offline
Designation of Administrative Approval: Director, NEIGRIHMS	Designation: A Accounts officer
Designation of Financial Approval: Deputy Director, NEIGRIHMS	Email ID: accounts.neigrhms@nic.in
C-78 (A)/2021-22 dt: 5/5/2021	GSTIN: N
	Address: P.O. NEIGRIHMS, Mawdiangdiang, Shillong,
	KHASI HILLS EAST, MEGHALAYA-793018, India

<b>Seller Details</b>
GEM Seller ID: 6868180000120379
Company Name: HINDUSTAN ANTIBIOTICS LIMITED
Contact No.: 09871895777
Email ID: dgmt.hapune@gmail.com
Address: MUMBAI PUNE ROAD, HINDUSTAN ANTIBIOTICS LIMITED, 1/A, HINDUSTAN ANTIBIOTICS LIMITED, , MUMBAI PUNE ROAD, PIMPRI, PIMPRI, PUNE 411018, Pune, MAHARASHTRA-411018, -
MSME verified: No
GSTIN: 04AAACH5155L1ZM , 27AAACH5155L1ZE , 06AAACH5155L3ZG , 27AAACH5155L1ZE , 23AAACH5155L1ZM , 20AAACH5155L1ZS , 06AAACH5155L3ZG , 33AAACH5155L1ZL , 08AAACH5155L1ZE , 29AAACH5155L1ZA , 36AAACH5155L1ZF

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

<b>Product Details</b>							
#	Item Description	Category Name	Model	HSN Code	Ordered Quantity	Unit	Price (Inclusive of all Duties and Taxes in INR)
1	Product Name : Unbranded Meropenem 1 gm 1 gm Dry Powder Injection Brand : Unbranded Brand Type : Registered Brand Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM	MEROPEM	Injection	30042019	500	vials	174,475
Total Order Value (in INR)							174,475

<b>Consignee Detail</b>						
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: Punam Chowdhury Email ID: con23.neigrhms.ml@gembuyer.in Contact: 364-2538044- GSTIN: - Address: P.O. NEIGRIHMS, Mawdiangdiang, Shillong, EAST KHASI HILLS, MEGHALAYA-793018, India	Unbranded Meropenem 1 gm 1 gm Dry Powder Injection	-	500	19-May-2021	02-Aug-2021

<b>Product Specification for Unbranded Meropenem 1 gm 1 gm Dry Powder Injection</b>		
Specification	Sub-Spec	Value
GENERAL	Product description	Meropenem 1 gm
	Conformity to standard	IP
	Strength	

Signature: *[Handwritten Signature]*  
 Mr. Punam Chowdhury  
 Incharge  
 MEDICINE  
 NEIGRIHMS, SHILLONG

Stamp: STORE & ... NEIGRIHMS SHILLONG-18

	Dosage form	Dry Powder Injection
	Route of Administration	IM or IV
	Shelf life (In months)	24.0
Certification	Drug Manufacturing License No	370
	Drug Manufacturing License Date	06-09-1955
	GMP Certification No	6076853
	GMP Certification Date	25-07-2017
	WHO GMP Certification No	NA
	WHO GMP Certification Date	NA
	Non-conviction Certificate No	6078246
	Non-conviction Certificate Date	02-11-2017
PACKING	Certification for manufacturing premises	NA
	Other statutory markings on the packing of the drug	Store in a cool, dry and dark place
	Primary packing	Mono Pack
	Secondary Packing	168 Vials
	Final Packing	168 Vials

**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 11-01-2021

#### 1.1

#### Special Terms and Condition for 103 Drugs reserved for Central Public Sector Enterprises (CPSEs)

1. Pharmaceuticals Purchase Policy by Department of Pharmaceuticals, Ministry of Chemical and Fertilizers, GOI in respect of 103 (one hundred and three) medicines would be valid for a period of five years from the date of issue of orders (10th Dec 2013).

2. Pharmaceuticals Purchase Policy will extend only to Central Public Sector Enterprises (CPSEs) under the administrative control of Department of Pharmaceuticals such as Indian Drugs and Pharmaceuticals Limited (IDPL), Hindustan Antibiotics Limited (HAL), Bangal Chemicals and Pharmaceuticals Limited (BCPL), Karnataka Antibiotics and Pharmaceuticals Limited (KAPL) and Rajasthan Drugs and Pharmaceuticals Limited (RDPL) and their subsidiaries where Government of India owns 51% (fifty one percent) or above shares.

3. This would be applicable to purchases by Central Government Departments, their Public Sector Undertakings, and Autonomous Bodies, etc. This would also be applicable to purchase of medicines by State Governments under Health Programmes funded by Government of India such as the National Rural Health Mission etc.

4. The pricing of these drugs would be done by National Pharmaceutical Pricing Authority (NPPA) using the cost based formula as mentioned in the Drugs Price Control Order, 1995. The latest prices are fixed by NPPA including 16% discount vide F.No. 51017/01/2013-PSU (Vol. II) dated 08.08.2017. In case the prices are revised downward by the NPPA, prices will be changed accordingly and reduced rate shall be applicable for all supplies made on or after the date of reduction.

5. All Provision of Drug & Cosmetic act 1940 as amended till date and rules made there under will always be applicable.

6. In case pharma CPSEs and their subsidiaries fail supply the medicines, the buyer would be at liberty to make purchases from other manufacturers. If the pharms CPSEs or their subsidiaries fail to perform as per the contract, they would also be subject to payment of liquidated damages or any other penalty as per the terms of the contract.

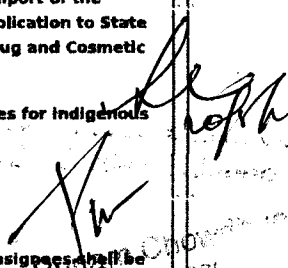
7. Drug License - CPSEs should hold valid drug license/import License from the concerned drug controller for the manufacturer/import of the medicine/drug. If revalidation of drug license has been applied for, the buyer should be informed accordingly and the copy of application to State Drug/Licensing authority must be submitted with a certificate that application for renewal was made within time frame as per Drug and Cosmetic Act as amended up to date and that has been deleted by licensing authority.

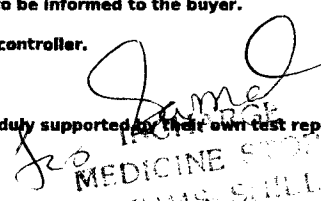
8. CPSEs should have valid Good Manufacturing Practice (GMP/WHO-GMP) as per revised schedule M of the Drugs & Cosmetic Rules for indigenous drugs. GMP certificate if revalidated/extended during the bid period, the same to be informed to the buyer.

9. CPSEs should have valid Non-Conviction Certificate from the concerned drug controller.

10. Loan license arrangement shall not be allowed under any circumstances.

11. Each batch of the drugs shall be dispatched under self-certification scheme duly supported by their own test reports. The consignees shall be

  
 Mr. Pankaj Choudhary  
 Store Keeper  
 NEIGRIHMS, SHILLONG

  
 Mr. J. M. J.  
 NEIGRIHMS, SHILLONG

at liberty to draw control samples and send it to laboratories approved by the State Drug Controllers / run by State Government/NABL approved laboratories without any intimation to the supplier. If the new test report is contradictory with the test report submitted, the cost incurred on the whole process of testing shall be borne by the seller. Also, if at any stage of use the supplies are found substandard, NO PAYMENT will be made for the entire rejected/substandard batch of that particular item, even if the supplies have been consumed in good faith and the facts will be notified to the Drug Controller of India / State Drug Controller for taking necessary action.

12. The classification of defects into different categories will as per guidelines issued by the Drug Controller of India and action will be taken accordingly.

13. Losses if any due to biological deterioration of the product during the shelf life of potency will be made good by the seller.

14. The supplies should not have passed more than 1/6th of the total shelf life of the product at the time of receipt of the store.

15. It is the responsibility of the seller to intimate Government e-Marketplace(GEM) about any quality complaints of the drugs/medicines reported by any buyer/consignee.

16. Order should be placed for the quantities in multiples of the primary packing.

17. Minimum lead time for delivery will be 60 days .

18. Bar coding - The buyer can opt for bar coding only if the order placed on any CPSE is for minimum quantity of tablet/capsule- 5.0 lakhs numbers or injection- 1.0 lakh number or ointment- 25000 numbers or syrup- 5000 numbers. The bar coding will be GSI complied.

19. Labels of all containers, cartons, vials, strips etc. should invariably be marked in block letters "Government supply not for sale" with the indelible ink for supplies made to the Government.

20. PACKING & MARKING: Packing and Marking will be as per provisions of applicable Pharmacopoeia and as specified under Drugs and Cosmetics Act, 1940 as amended to date. In addition-

A) Primary and Secondary Packing: The store will be supplied in the packing as approved by the NPPA.

Technical Specifications of Primary & Secondary Packing:-

i. Aluminium/Blister - 25 Micron

ii. Aluminium/Strip - 30 Micron

iii. 5 Ply Corrugated Box G.S.M.:- 1) 1st layer,- 240,

2) 2nd, 4th,- 100 each..

3) 3rd, 5th,- 80 each,

B.S.:- NLT 9Kg/cm<sup>2</sup>

iv. PVC (Rigid PVC film uncoated) - 250 micron V. PVDC (Rigid PVC film coated with polyvinylidene chloride(PVDC) - 250 micron/60 GSM) Effluite - G.S.M of layers:- a) White duplex (outer) - 310 b) Narrow fluite (semi craft brown):- 100 c) Semi craft paper brown: 100 B.S.:- NLT 5 Kg/cm<sup>2</sup>

B) Marking: Each packing shall also be marked with: a) Manufacturer's name and address. b) Batch No. License No. and date of manufacture and date of expiry. c) Quantity contained therein. d) Any other particulars as specified under Drugs and Cosmetics Act, 1940 as amended to date.

1.2 Special Terms and Condition for 103 Drugs reserved for Central Public Sector Enterprises (CPSEs)

1.2.1 Pharmaceuticals Purchase Policy by Department of Pharmaceuticals, Ministry of Chemical and Fertilizers, GOI in respect of 103 (one hundred and three) medicines would be valid for a period of five years from the date of issue of orders (10th Dec 2013).

1.2.2 Pharmaceuticals Purchase Policy will extend only to Central Public Sector Enterprises (CPSEs) under the administrative control of Department of Pharmaceuticals such as Indian Drugs and Pharmaceuticals Limited (IDPL), Hindustan Antibiotics Limited (HAL), Bengal Chemicals and Pharmaceuticals Limited (BCPL), Karnataka Antibiotics and Pharmaceuticals Limited (KAPL) and Rajasthan Drugs and Pharmaceuticals Limited (RDPL) and their subsidiaries where Government of India owns 51% (fifty one percent) or above shares.

1.2.3 This would be applicable to purchases by Central Government Departments, their Public Sector Undertakings, and Autonomous Bodies, etc. This would also be applicable to purchase of medicines by State Governments under Health Programmes funded by Government of India such as the National Rural Health Mission etc.

1.2.4 The pricing of these drugs would be done by National Pharmaceutical Pricing Authority (NPPA) using the cost based formula, as mentioned in the Drugs Price Control Order, 1995. The latest prices are fixed by NPPA including 10% discount vide F. No. 51017/01/2015-PSU(Vol. II) dated 08.08.2017. In case the prices are revised downward by the NPPA, prices will be changed accordingly and reduced rate shall be applicable for all supplies made on or after the date of reduction.

1.2.5 All Provision of Drug & Cosmetic act 1940 as amended till date and rules made there under will always be applicable.

1.2.6 In case pharma CPSEs and their subsidiaries fail to supply the medicines, the buyer would be at liberty to make purchases from other manufacturers. If the pharma CPSEs or their subsidiaries fail to perform as per the contract, they would also be subject to payment of liquidated damages or any other penalty as per the terms of the contract.

1.2.7 Drug License -CPSEs should hold valid drug license / import License from the concerned drug controller for the manufacture / import of the medicine/drug. If revalidation of drug license has been applied for, the buyer should be informed accordingly and the copy of application to State Drug / Licensing authority must be submitted with a certificate that application for renewal was made within time frame as per Drug and Cosmetic Act as amended up to date and that has not been deleted by licensing authority.

1.2.8 CPSEs should have valid Good Manufacturing Practice (GMP / WHO-GMP) as per revised schedule M of the Drugs & Cosmetic Rules for indigenous drugs. GMP certificate if revalidated/ extended during the bid period, the same to be informed to the buyer.

1.2.9 CPSEs should have valid Non-Conviction Certificate from the concerned drug controller.

1.2.10 Loan license arrangement shall not be allowed under any circumstances.

1.2.11 Each batch of the drugs shall be dispatched under self-certification scheme duly supported by their own test reports. The consignees shall be at liberty to draw control samples and send it to laboratories approved by State Drug controllers / run by State Government/NABL approved laboratories without any intimation to the supplier. If the new test report is contradictory with the test report submitted, the cost incurred on the whole process of testing shall be borne by the seller. Also, if at any stage of use the supplies are found substandard, NO PAYMENT will be made for the entire rejected / substandard batch of that particular item, even if the supplies have been consumed in good faith and the facts will be notified to the Drug Controller of India / State Drug Controller for taking necessary action.

IN CHARGE  
MEDICINE STORE  
NEIGRIHMS, SHILLONG

Mr. Punam Choudhury  
Store Keeper  
NEIGRIHMS, SHILLONG

1.2.12 The classification of defects into different categories will as per guidelines issued by the Drug Controller of India and action will be taken accordingly.

1.2.13 Losses if any due to biological deterioration of the product during the shelf life of potency will be made good by the seller.

1.2.14 The supplies should not have passed more than 1/6th of the total shelf life of the product at the time of receipt of the store.

1.2.15 It is the responsibility of the seller to intimate Government e-Marketplace (GEM) about any quality complaints of the drugs/medicines reported by any buyer/consignee.

1.2.16 Order should be placed for the quantities in multiples of the primary packing.

1.2.17 Minimum lead time for delivery will be 60 days.

1.2.18 Bar coding- The buyer can opt for bar coding only if the order placed on any CPSE is for minimum quantity of tablet/capsule- 5.0 lakhs numbers or Injection- 1.0 lakh number or ointment-25000 numbers or syrup -5000 numbers. The bar coding will be GS1 complied.

1.2.19 Labels of all containers, cartons, wrappers, vials, strips etc. should invariably be marked in block letters "Government supply not for sale" with the indelible ink for supplies made to the Government.

1.2.20 PACKING & MARKING: Packing and Marking will be as per provisions of applicable Pharmacopeia and as specified under Drugs and Cosmetics Act. 1940 as amended to date. In addition-

1.2.20.1 Primary and Secondary Packing: The stores will be supplied in the packing as approved by the NPPA.

1.2.20.1.1 Technical Specifications of Primary & Secondary Packing:-

i. Aluminium / Blister - 25 Micron

ii. Aluminium / Strip - 30 Micron

iii. 5-Ply Corrugated Box G.S.M.:-

1) 1st layer: - 240 ,

2) 2nd, 4th, - 100 each,

3) 3rd, 5th, - 80 each,

B.S.: - NLT 9Kg / cm<sup>2</sup>

iv. PVC (Rigid PVC film uncoated) - 250 micron

v. PVDC (Rigid PVC film coated with polyvinylidene chloride (PVDC) - 250 micron / 60 GSM

1.2.20.1.2 Flute:-

G.S.M of layers: -

a) White duplex (outer) 310

b) Narrow flute (semi craft brown): - 100

c) Semi craft paper brown: 100

B.S.: - NLT 5 Kg / cm<sup>2</sup>.

1.2.20.2 Marking :

1.2.20.2.1 Each packing shall also be marked with:

a) Manufacturer's name and address.

b) Batch No, License No, and date of manufacture and date of expiry.

c) Quantity contained therein.

d) Any other particulars as specified under Drugs and Cosmetics Act. 1940 as amended to date.

## 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.

for MEDICINE STORE  
NEIGRIHMS, SHILLONG  
Mr. Punam  
Store Manager  
NEIGRIHMS, SHILLONG

**2.10 Financial Certificate:**


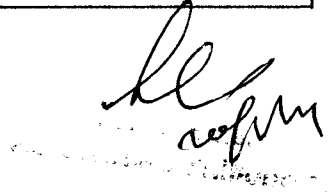
**2.10.1** The expenditure involved for this purpose has received the Sanction of the competent financial authority.

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

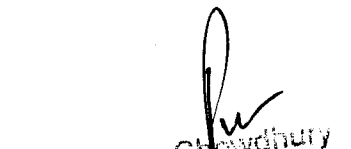
**2.10.3** I have been fully authorized by the department to sign the supply order or incur the liability of the Goods being ordered.

**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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INCHARGE  
MEDICINE STORE  
NEIGRIHMS, SHILLONG



Mr. Punam Chowdhury  
Store Keeper  
NEIGRIHMS, SHILLONG