

Contract



Contract No: GEMC-511687791204140

Generated Date: 29-Nov-2021

Bid/RA/PR No: GEM/2021/B/1583992

OT/G - 955/2021-22, dt: 28/02/2022

Organisation Details Type: Central Autonomous Ministry: Ministry of Health and Family Welfare Department: Department of Health and Family Welfare Organisation: North Eastern Indira Gandhi Regional Institute of Health and Name: Medical Sciences (NEIGRIHMS) Office Zone: Neigrihms, Shillong	Buyer Details <i>A-03/2018-19/C-10/2021-22/pt 7</i> Designation: Stores and Procurement Officer Contact No.: 0364-2539032-213 Email ID: harendra.dey@nic.in GSTIN: N Address: P.O. NEIGRIHMS, Mawdiangdiang, Shillong, EAST KHASI HILLS, MEGHALAYA-793018, India
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Financial Approval Detail IFD Concurrence: Yes Designation of Administrative Approval: Director Under ERCP-21-22 Designation of Financial Approval: DDA(A) &DDO-FN, NEIGR/S&P/ C-10/21-22/ pt 12- Approval: Covid-19 Budget <i>C-124/2021-22, dt: 28/02/2022 (ECRP)</i>	Paying Authority Details Payment Mode: Offline Designation: A Accounts officer Email ID: accounts.neigrihms@nic.in GSTIN: N Address: P.O. NEIGRIHMS, Mawdiangdiang, Shillong, KHASI HILLS EAST, MEGHALAYA-793018, India
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Seller Details GeM Seller ID: 1F71180000095469 Company Name: R G S Enterprise Contact No.: 09863094593 Email ID: rgsentp@yahoo.com Address: M/s. R G S Enterprises, Lower Lachumiere, Shillong, Meghalaya-793001, India MSME verified: No MSME Registration number: - GSTIN: 17AHJPS3993E1ZV, 17AHJPS3993E1ZV	<i>Cholas</i> <i>Geem - 26</i> <i>ECRP-11-12-Geem</i>
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*GST / Tax invoice to be raised in the name of - Buyer

#	Item Description	Category Name & Quadrant	Model	HSN Code	Ordered Quantity	Unit	Lead Time(Days)	Price (Inclusive of all Duties and Taxes in INR)
1	Product Name : TTG 914 millimeter 914 millimeter mm (LxW) Black (Disposable in secured landfills) Bio Medical Waste Collection Bag Brand : TTG Brand Type : Registered Brand Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM	hospital biohazard bags or bio medical waste collection bags (Q3)	914x914	HSN not specified by seller	10,000	kilogram	-	1,190,000
Total Order Value (in INR)								1,190,000

Consignee Detail						
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: - Email ID: con21.neigrihms.ml@gembuyer.in Contact: 0364-2538044-210 GSTIN: 17SHLN00458D1DW Address: P.O. NEIGRIHMS, Mawdiangdiang, Shillong, EAST KHASI HILLS, MEGHALAYA-793018, India	TTG 914 millimeter 914 millimeter mm (LxW) Black (Disposable in secured landfills) Bio Medical Waste Collection Bag	-	10,000	29-Nov-2021	29-Dec-2021

Product Specification for TTG 914 millimeter 914 millimeter mm (LxW) Black (Disposable in secured landfills) Bio Medical Waste Collection Bag

26 Sunday offer / 26 currency
as long as / 20 / 2021
Friday 20/11/2021

Specification	Sub-Spec	Value
DIMENSIONS	Length of the Bag	914
	Width of the Bag	914
MATERIAL	Material of the Bio Medical Waste Collection Bags	Bio-Degradable Plastic conforming to ASTM D 6954
	Virgin plastic	Yes
	Bio- Degradable	Yes
	Thickness of the plastic sheet (min)(micron)	75
	Uniform Density without defects like tears, holes or weak areas	Yes
	Puncture Resistant	Yes
CERTIFICATION	ISI Marked	Yes
	CML. No.	ISO 17088
	Firm registered under Pollution Control Board as Manufacturer of Biodegradable Bags	Yes
COLOUR	Colour	Black (Disposable in secured landfills)
OTHER REQUIREMENTS	Number of Bags per Kg	30
	Double Seam secured edges	Yes
	Leak proof	Yes
	Maximum weight withstanding capacity of the Bag (Kg)	30
TEST REPORT	Availability of Test Report from NABL/ ILAC accredited or Central Government Lab to prove conformity of products to the specification.	Yes
	Name of the Lab	CIPET
	Address of The Lab	CHENNAI
	Test Report No.	59002
	Test Report Date	23.09.2021
	Test reports to be furnished to buyer on demand	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.

Buyer Defined Additional Specification for TTG 914 millimeter 914 millimeter mm (LxW) Black (Disposable in secured landfills) Bio Medical Waste Collection Bag

Specification	Value
As per DPIIT Order, as amended from time to time . Class-I/II local supplier shall give self certification of "percentage of local content and details of location at which the local value addition is made"	As per DPIIT Order, as amended from time to time , Class-I/II local supplier shall give self certification of "percentage of local content and details of location at which the local value addition is made"
In line with Public Procurement Order No 1,2,3, as amended from time to time , at the time of bidding shall give self certification that the bidders fulfils the requirement and give origin of stores	In line with Public Procurement Order No 1,2,3, as amended from time to time , at the time of bidding shall give self certification that the bidders fulfils the requirement and give origin of stores
Should have NEIGRIHMS printed on all the bags and price should be offered in Kgs for 10000 kgs	Should have NEIGRIHMS printed on all the bags and price should be offered in Kgs for 10000 kgs

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 Specific 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 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. Buyer Added Bid Specific 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 Make in India specific authorisation certificate needs to be enclosed.

2.3 OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 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 50% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2.4 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.

2.5 Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

2.6 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.

2.7 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): BIS/ASTM/WHO-GMP certification: F.no NEIGR/S&P/A-03/18-19.

2.8 For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.

b. Execution certificate by client with order value.

c. Any other document in support of order execution like Third Party Inspection release note, etc.

2.9 The Bidder / OEM (themselves or through reseller(s)), should have executed project for supply and installation / commissioning of same or similar Category Products during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria:

(i) Single order of at least 35% of estimated bid value; or

(ii) Two orders of at least 20% each of estimated bid value; or

(iii) Three orders of at least 15% each of estimated bid value.

Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion

2.10 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.

2.11 Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 3 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

2.12 Shelf Life: The Product to be supplied must have minimum 24 month shelf life. On the date of supply, minimum 1/6 of the



Sanction Order

Sanction No: 511687791204140
Sanction Date: 29-Nov-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 A -03/2018-19/C-10/2021-22/PT 7
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: Neigrihms, Shillong	Name: HARENDRA DEY Designation: Stores and Procurement Officer Email ID: harendra.dey@nic.in GSTIN: N Address: P.O. NEIGRIHMS, Mawdiangdiang, Shillong EAST KHASI HILLS MEGHALAYA - 793018

Financial Approval Detail C - 124/2021-22, dt: 28/02/2022 (ECRP)
Designation of official providing Administration approval: Director Under ERCP-21-22 IFD Concurrence / Competent Authority (HOD / Head of Office) Approval Required? YES Budget availability YES Designation of official providing Financial approval: DDA(A) & DDO-FN. NEIGR/S&P/ C-10/21-22/ pt 12- Covid-19 Budget

Seller Details
Company Name: R G S Enterprise Email ID: rgsentp@yahoo.com Address: R G S Enterprise Shillong Meghalaya - 793001

#	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	TTG 914 millimeter 914 millimeter mm (LxW) Black (Disposable in secured landfills) Bio Medical Waste Collection Bag	914x914	10000	kilogram	119.0	1190000.0
Total Order Value (in INR)						1190000.0

S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Jerry Azer Sutnga con21.neigrihms.m@gembuyer.in P.O. NEIGRIHMS, Mawdiangdiang, Shillong EAST KHASI HILLS MEGHALAYA - 793018	TTG 914 millimeter 914 millimeter mm (LxW) Black (Disposable in secured landfills) Bio Medical Waste Collection Bag	-	10000	29-Nov-2021	29-Dec-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