

OT/G-1016/2022-23, dt: 20/12/2022

| Organisation Details | Buyer Details |
|--|---|
| Type: Central Autonomous | Designation: Stores and Procurement Officer |
| Ministry: Ministry of Health and Family Welfare | Contact No.: 0364-2539032-213 |
| Department: Department of Health and Family Welfare | Email ID: harendra.dey@nic.in |
| Organisation: North Eastern Indira Gandhi Regional Institute of Health and | GSTIN: N |
| 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 Approval: | Director, Head of Dept: A-03/2022-23/Pt | Designation: | A Accounts officer |
| | DD(A) & DDO: C-454(B)/2022-23; Urine Culture Pot | Email ID: | accounts.neighrihms@nic.in |
| Designation of Financial Approval: | | GSTIN: | N |
| | | Address: | P.O. NEIGHRIHMS, Mawdiangdiang, Shillong, KHASI HILLS EAST, MEGHALAYA-793018, India |

C-454/2022-23, dt 2/12/2022

| Seller Details | |
|--------------------------|---|
| GeM Seller ID: | BAB2200001233184 |
| Company Name: | Wholesale pharmaceuticals |
| Contact No.: | 07085057022 |
| Email ID: | wholesalepharma@yahoo.com |
| Address: | Block-II,Pynthorumkhrah,Near Shillong Golf Club,Pynthorumkhrah, Polo Hills, East Khasi hills, MEGHALAYA-793001. - Yes |
| MSE verified: | Yes |
| MSE Registration number: | UDYAM-ML-04-0000016 |
| MSE Social Category: | ST |
| MSE Gender: | Male |
| GSTIN: | 17ABOPL8507A1ZP |

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

| Product Details | | | | | | |
|----------------------------|--|------------------|--------|------------------|-----------------------|--|
| # | Item Description | Ordered Quantity | Unit | Unit Price (INR) | Tax Bifurcation (INR) | Price (Inclusive of all Duties and Taxes in INR) |
| 1. | Product Name : LEVRAM LIFESCIENCE 45 milliliter Urine Culture Bottle Brand : LEVRAM LIFESCIENCE Brand Type : Registered Brand Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM Category Name & Quadrant : Urine culture bottles (Q4) Model: Levram Lifesciences Pvt. Ltd. HSN Code: HSN not specified by seller | 100,000 | pieces | 3.18 | NA | 318,000 |
| Total Order Value (in INR) | | | | | | 318,000 |

| Consignee Detail | | | | | | | |
|------------------|--|--|---------|----------|----------------------|-----------------------------|--|
| S.No | Consignee | Item | Lot No. | Quantity | Delivery Start After | Delivery To Be Completed By | |
| 1 | Designation: - Email ID: con22.neigrihms.ml@gembuyer.in Contact: 0364-2538044- GSTIN: - Address: P.O. NEIGRIHMS, Mawdlangdiang, Shillong, EAST KHASI HILLS, MEGHALAYA-793018, India | LEVRAM LIFE SCIENCE 45 milliliter Urine Culture Bottle | 1 | 50,000 | 16-Dec-2022 | 14-Jan-2023 | |
| | | | 2 | 50,000 | 15-Jan-2023 | 15-Mar-2023 | |

Product Specification for LEVRAM LIFESCIENCE 45 milliliter Urine Culture Bottle

| Specification | Sub-Spec | Value |
|---------------|--------------|----------------|
| ① In Small | Depth / 2 | Location: 100m |
| ② In | Depth / 100m | 200m |
| ③ In | Depth / 100m | 200m |

GENERAL

| | |
|---------------------------------------|---------------------|
| Clear and Transparent Bottle | yes |
| Type of Cap | Plastic cap |
| Type of Mouth | Wide |
| Air Sealed | yes |
| Leakproof | yes |
| Capacity (ml) | 45 |
| Sterile | yes |
| Disposable | yes |
| Material of Bottle(Medical Grade) | Polypropylene |
| Packing | Individually packed |
| Labeling on Bottle for Identification | 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 LEVRAM LIFESCIENCE 45 milliliter Urine Culture Bottle

| Specification | Value |
|---|---|
| BIS/WHO/GMP/NABL certified/ BIS or CDSCO certified stores | BIS/WHO/GMP/NABL certified/ BIS or CDSCO certified stores |
| Submit samples for demonstration Mr Manly (0364- 2539210) within 14.00 hrs of closing day of bids, failing which e-bids shall not be evaluated. | Submit samples for demonstration Mr Manly (0364- 2539210) within 14.00 hrs of closing day of bids, failing which e-bids shall not be evaluated. |

Corrigendum

1. Extended Upto : 2022-07-12 14:00:00
2. Extended Upto : 2022-07-15 14:00:00

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

2. Buyer Added Bid Specific Terms and Conditions-

- 2.1 Authorised Service Centre within the state of Odisha, along with a dedicated contact person with telephone number for technical solution in a fast track basis at this institution as and when required basis.
- 2.2 Make in india specific authorisation certificate needs to be enclosed.

2.3 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.

2.4 Generic:

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.

2.5 Generic:

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 5 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

2.6 Generic:

Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the contract.

2.7 Generic:

Shelf Life: The Product/Spare parts to be supplied as part of the services must have minimum 5/6 of shelf life Shelf Life. On the date of supply, minimum 5/6 usable shelf life should be available / balance.

2.8 Generic:

The seller is required to print logo as per buyer's requirement.

2.9 Generic:

Upload Manufacturer authorization: Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

2.10 Generic:

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

2.11 Purchase Preference (Centre):

Indian suppliers of this item are not allowed to participate and/ or compete in procurement by some foreign governments. Bidders / products from such countries are not eligible / not allowed to participate in this bid in terms of clause 1 (d) of Public Procurement (Preference to Make in India) Order, 2017

2.12 Purchase Preference (Centre):

Procurement under this bid is reserved for purchase from Micro and Small Enterprises whose credentials are validated online through UDYAM Registration /Udyog Aadhaar (as validated by Government from time to time) for that product category. If the bidder wants to avail the reservation benefit, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

2.13 Purchase Preference (Centre):

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1 + 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 20% of total value.

2.14 Purchase Preference (Centre):

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make in India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

2.15 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.

2.16 Certificates:

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.

2.17 Certificates:

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.

2.18 Certificates:

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): F No NEIGR/S&P/5-12/21-22/pt : Should be BIS/WHO/GMP/CDSCO/NABL certified Submit samples for demonstration Mr Manly (0364-2539210) within 14.00 hrs of closing day of bids, failing which e-bids shall not be evaluated..

2.19 Past Project Experience:

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.

2.20 Sample Clause:

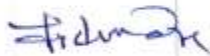
After award of contract, Successful Bidder shall have to get advance sample approved from buyer before bulk manufacturing / starting work.

supplies. Successful Bidder shall submit 1 samples for Buyer's approval, within 5 days of award of contract. Buyer shall, as per contract specifications framework, either approve the advance sample or will provide complete list of modification required in the sample within 5 days of receipt of advance sample. Seller shall be required to ensure supply as per approved sample with modifications as communicated by Buyer. If there is delay from buyer side in approval of advance sample - the delivery period shall be refixed without LD for the period of delay in sample approval. In case, the sample is found to have major deviations / not conforming to the Contract specifications, the buyer at its discretion may call for fresh samples for approval before allowing bulk supplies or may terminate the contract after notifying the deviations to the seller. Unless otherwise provided in the contract, all samples required for test shall be supplied by the contractor free of cost. Where under the contract, the contractor is required to submit an advance sample, any expenses incurred by the contractor on or in connection with the production of stores in bulk, before the sample has been approved unconditionally shall be borne by the Seller and he shall not claim any compensation in the event of such sample being found unacceptable by the Buyer / Consignee.

2.21 Sample Clause:

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.

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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 Autonomous Ministry: Ministry of Health and Family Welfare Department: Department of Health and Family Welfare Organisation: North Eastern India Gandhi Regional Institute of Health and Medical Sciences (NEIGRIHMS) Office Name: Neighrms, Shillong | A-03/22-23/Pl 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 | |
|---|---|
| Designation of official providing Administration approval: Director, Head of Dept: A-03/2022-23/Pl IFD Concurrence / Competent Authority (HOD / Head of Office) YES Approval Required? YES Budget availability DD(A) & DDO: C-454(B)/2022-23: Urine Culture Pot Designation of official providing Financial approval: | C-454(B)/2022-23, dt: 21/12/2022 |

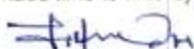
| Seller Details |
|--|
| Company Name: Wholesale pharmaceuticals Email ID: wholesalepharma@yahoo.com Address: Wholesale pharmaceuticals East Khasi hills MEGHALAYA - 793001 |

| # | 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 | LEVRAM LIFESCIENCE 45 milliliter Urine Culture Bottle | Levram Lifesciences Pvt. Ltd. | 100000 | pieces | 3.18 | 318000.0 |
| Total Order Value (in INR) | | | | | | 318000.0 |

| S.No | Consignee | Item | Lot No. | Quantity | Delivery Start After | Delivery To Be Completed By |
|------|--|---|---------|----------|----------------------|-----------------------------|
| 1 | Manly Shabong con22.neighrms.ml@gembuyer.in P.O. NEIGRIHMS, Mawdiangdiang, Shillong EAST KHASI HILLS MEGHALAYA - 793018 | LEVRAM LIFESCIENCE 45 milliliter Urine Culture Bottle | 1 | 50000 | 16-Dec-2022 | 14-Jan-2023 |
| | | | 2 | 50000 | 15-Jan-2023 | 15-Mar-2023 |

| Terms & Conditions |
|---|
| 1. This issues under the power delegated to Ministries/Department of the Government of India/organization/state vide Annexure to schedule V of the Delegation of Financial Power Rules, 1978 as amended from time to time or as per applicable delegation of financial power rules as approved and amended time to time by the competent authority of the buyer organization. |

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Signature

2021

Signature