

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687776063385

मूल अनुबंध क्रमांक | Original Contract No : GEMC-511687702361244

अनुबंध तिथि | Generated Date : 03-May-2024

बोली/आरप/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/3541749](#)

<p>संगठन विवरण Organisation Details</p> <p>प्ररूप Type : Central Government</p> <p>मंत्रालय Ministry : Ministry of Health and Family Welfare</p> <p>विभाग Department : Department of Health and Family Welfare</p> <p>संगठन का नाम Organisation Name : Central Health Service Ministry of Health and Family Welfare</p> <p>कार्यालय क्षेत्र Office Zone : Safdarjung Hospital</p>	<p>खरीदार विवरण Buyer Details</p> <p>पद Designation : oic</p> <p>संपर्क नंबर Contact No. : 011-26730512-0512</p> <p>ईमेल आईडी Email ID : procuresurgical@vmmc-sjh.nic.in</p> <p>जीएसटीआईएन GSTIN : -</p> <p>पता Address : OFFICE OF THE MEDICAL SUPERINTENDENT SAFDARJUNG HOSPITAL NEW DELHI-110029, NEW DELHI, DELHI-110029, India</p>
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<p>वित्तीय स्वीकृति विवरण Financial Approval Detail</p> <p>आईएफडी सहमति IFD Concurrence : Yes</p> <p>प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: Medical superintendent</p> <p>वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : Medical superintendent</p>	<p>भुगतान प्राधिकरण विवरण Paying Authority Details</p> <p>Role: DDO</p> <p>भुगतान का तरीका Payment Mode: PFMS</p> <p>पद Designation : ACCOUNTS OFFICER</p> <p>ईमेल आईडी Email ID : acco@vmmc-sjh.nic.in</p> <p>जीएसटीआईएन GSTIN : N</p> <p>पता Address: OFFICE OF THE MEDICAL SUPERINTENDENT SAFDARJUNG HOSPITAL NEW DELHI-110029, NEW DELHI, DELHI-110029, India</p>
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<p>विक्रेता विवरण Seller Details</p> <p>जेम विक्रेता आईडी GeM Seller ID : C0DC180000100135</p> <p>कंपनी का नाम Company Name : Bharti Textiles</p> <p>संपर्क नंबर Contact No. : 09810729329</p> <p>ईमेल आईडी Email ID : bharti_textiles64@yahoo.com</p> <p>पता Address : 27, SHAHZADA BAGH EXTN, DAYA BASTI, North West delhi, DELHI-110035, -</p> <p>एमएसई पंजीकरण संख्या MSME Registration number : UDYAM-DL-06-0007128</p> <p>एमएसई सामाजिक श्रेणी MSE Social Category : General</p> <p>एमएसई लिंग श्रेणी MSE Gender : Male</p> <p>जीएसटीआईएन GSTIN: 07AATPK3021A1Z5 (B), (R), (M), (M), (B)</p>

*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Buyer

<p>वितरण निर्देश Delivery Instructions : null</p>
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#	आइटम विवरण Item Description	आइटम विवरण Ordered Quantity	इकाई Unit	इकाई मूल्य (INR) Unit Price (INR)	कर विभाजन (INR) Tax Bifurcation (INR)	मूल्य (INR में सभी शुल्क और कर सहित) Price (Inclusive of all Duties and Taxes in INR)
1	उत्पाद का नाम Product Name : Unbranded--Bharti Textiles Medical staff shoe cover ब्रांड Brand : Unbranded--Bharti Textiles ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैरेसल बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्धारा Category Name & Quadrant : medical staff shoe cover (Q3) मॉडल Model: Disposable Shoe Cover PE, Non-Sterile, Blue, Pkt. of 100 Pcs. एचएसएन कोड HSN Code: HSN not specified by seller	750,000	pieces	0.85	NA	637,500
कुल ऑर्डर मूल्य Total Order Value (in INR)						637,500

क्र.सं. S.No	परेष्ठी Consignee	वस्तु Item	लॉट नंबर Lot No.	मात्रा Quantity	दिनांक के बाद डिलीवरी शुरू करना है Delivery Start After	वितरण पूरा कब तक करना है Delivery To Be Completed By
			1	125,000	08-May-2024	02-Jun-2024

1	पद Designation : - ईमेल आईडी Email ID : storessurgcons@vmmc-sjh.nic.in संपर्क Contact : 011-26707668-0668 जीएसटीआईएन GSTIN : - पता Address : OFFICE OF THE MEDICAL SUPERINTENDENT SAFDARJUNG HOSPITAL NEW DELHI-110029, NEW DELHI, DELHI-110029, India	Unbranded--Bharti Textiles Medical staff shoe cover	2	125,000	07-Jun-2024	02-Jul-2024
			3	125,000	07-Jul-2024	01-Aug-2024
			4	125,000	06-Aug-2024	31-Aug-2024
			5	125,000	05-Sep-2024	30-Sep-2024
			6	125,000	05-Oct-2024	30-Oct-2024

Product Specification for Unbranded--Bharti Textiles Medical staff shoe cover

विवरण Specification	उप-विवरण Sub-Spec	मूल्य Value
GENERAL	Colour	Blue
	Skid resistance	Yes
	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	Individually Packed
Size	Shoe size (UK) for which item is suitable	10
	Clear indication of size on disposable shoe cover	YES
Material	Material (Non toxic, Medical Grade)	PE
	Composition of non woven material	PE
	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

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक Advisory Bank :	Bank Of Baroda
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	1.00
बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लगू ईपीबीजी प्रस्तुत करना होगा The bidder shall furnish ePBG as applicable as per bid's terms and conditions	

नियम और शर्तें | Terms and Conditions

1. Special terms and conditions- Version:2 effective from 11-07-2023

1.1 1. All Provisions of Drugs and Cosmetics Act, 1940 and Rules made there under as amended till date will always be applicable. This will include all notifications issued by Central Drugs Standard Control Organisation (CDSCO), Ministry of Health & Family Welfare (MoHFW) and Department of Pharmaceuticals (DOP), Ministry of Chemicals & Fertilizers time to time in this regard.

2. The sellers are registered on GeM based on self-declaration of valid Drug License, product certification, test reports etc. However, buyers must check and validate the details at their end for all applicable licenses and certifications e.g., validity and authenticity/genuineness of drug license, product certification, manufacturer certification/licenses, test reports etc.

3. The price offered by the seller shall not, in any case exceed the DPCO controlled price, if any, fixed by the Central/State Government, the Maximum Retail Price (MRP) and the selling price. The seller must reduce the prices if there is any reduction in DPCO ceiling price, if any.

4. Any other Terms and Conditions which is not included or at variance with the conditions specified in STC/GTC, may be added by the buyer through Additional Terms and Conditions in the bid to ensure items are procured from authentic/validated source with appropriate and applicable quality. The above terms and conditions are in reverse order of precedence i.e., ATC shall supersede specific STC which shall supersede General Terms and Conditions ("GTC"), whenever there are any conflicting provisions.

2. General Terms and Conditions-

2.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.

2.2 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

3. Buyer Added Bid Specific Terms and Conditions-

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

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

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

3.4 *Generic*

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3.5 *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 2 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

3.6 *Generic*

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

3.7 *Generic*

End User Certificate: Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.

3.8 *Generic*

Experience Criteria: The Bidder or its OEM (themselves or through reseller(s)) should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for 2 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

3.9 *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.

3.10 *Generic*:

Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

3.11 *Generic*:

Shelf Life: The Product/Spare parts to be supplied as part of the services must have minimum

2

Shelf Life. On the date of supply, minimum

2

usable shelf life should be available / balance.

3.12 *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.

3.13 *Generic*:

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

3.14 *Generic*:

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

i) The Seller fails to comply with any material term of the Contract.

ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.

iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.

iv) The Seller becomes bankrupt or goes into liquidation.

v) The Seller makes a general assignment for the benefit of creditors.

vi) A receiver is appointed for any substantial property owned by the Seller.

vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

3.15 *Generic*:

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

3.16 *Scope of Supply*:

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

3.17 *Turnover*:

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.

3.18 *Turnover*:

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.

3.19 *OEM*:

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

3.20 *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 50% of total value.

3.21 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.

3.22 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.

3.23 Service & Support:

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

3.24 Service & Support:

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

3.25 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.

3.26 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.

3.27 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.

3.28 Forms of EMD and PBG:

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

MEDICAL SUPERINTENDENT

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिंट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।

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