

Contract

GeM

Contract No: GEMC-511687708418231

Generated Date: 15-Nov-2021

OT/G-675/2021-22, dt: 29/11/2021

Organisation Details		Buyer Details <i>E-01/2021-22/Pt (IX)</i>	
Type:	Central Autonomous	Designation:	B Warin
Ministry:	Ministry of Health and Family Welfare	Contact No.:	-9436170677-
Department:	Department of Health and Family Welfare	Email ID:	buycon2.neigrihms.ml@gembuyer.in
Organisation:	North Eastern Indira Gandhi Regional Institute of Health and	GSTIN:	-
Name:	Medical Sciences (NEIGRIHMS)	Address:	P.O. NEIGRIHMS, Mawdiangdiang, Shillong, EAST KHASI HILLS, MEGHALAYA-793018, India
Office Zone:	Neigrihms, Shillong		

Financial Approval Detail		Paying Authority Details	
IFD Concurrence:	Yes	Payment Mode:	Offline
Designation of Administrative Approval:	Director	Designation:	A Accounts officer
Designation of Financial Approval:	Dy. F A (File No.: NEIGR/S&P/E-01/21-22/Pt.9)	Email ID:	accounts.neigrihms@nic.in
	<i>C-410/2021-22, dt: 16/11/2021</i>	GSTIN:	N
		Address:	P.O. NEIGRIHMS, Mawdiangdiang, Shillong, KHASI HILLS EAST, MEGHALAYA-793018, India

Seller Details		<i>~ Inclusion of filling of septum ~</i>
GeM Seller ID:	BWCF210002105774	
Company Name:	M/S J.KHARBULI	
Contact No.:	09362170853	
Email ID:	junekbuli@gmail.com	
Address:	4, Kharmalki, Laitumkhrah, Malki, East Khasi hills, MEGHALAYA-793001, -	
MSME verified:	No	
MSME Registration number:	-	
GSTIN:	17ARNPK5000G1Z0	

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

Product Details								
#	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 : DOLPHY Fully Automatic Anti-Bacterial ABS Plastic Hand Dryer Brand : DOLPHY Brand Type : Registered Brand Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM	Hand Dryer (Q3)	DHAD0039	HSN not specified by seller	15	pieces	-	82,650
Total Order Value (in INR)								82,650

Consignee Detail						
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: Medonlang Email ID: con26.neigrihms.ml@gembuyer.in Contact: -9863180482- GSTIN: - Address: P.O. NEIGRIHMS, Mawdiangdiang, Shillong, EAST KHASI HILLS, MEGHALAYA-793018, India	DOLPHY Fully Automatic Anti-Bacterial ABS Plastic Hand Dryer		15	15-Nov-2021	30-Nov-2021

Product Specification for DOLPHY Fully Automatic Anti-Bacterial ABS Plastic Hand Dryer		
Specification	Sub-Spec	Value
	Weight	<i>0.26 kg / 0.57 lbs</i>
	Body Material	Anti-Bacterial ABS Plastic

Handwritten notes and signatures:
 26. Guest House / DDAS
 26. KAPAO / An. Ramu to replace
 [Signatures]

Construction	Width	250
	Height	200
	Depth	250
Performance	Motor Speed in RPM	15000 - 30000
	Noise Level	64
	Hand Dry Time/Drying Time Range (sec)	Less than 15
	Auto Cutoff	30
	Heater Element	Yes
	Operation	Fully Automatic
Generic	Color	White
	Suitable Traffic	High
	Blowing Volume (m3/h)	90 - 270
	Motor Type	Brush-less DC type
	Air Speed (meter/sec)	90
	Protection Class	IP 4
	Mounting	Wall Mounted
Operational Parameter	Current	0.5
	Rated Power	1000
	Input Voltage	220
	Input Frequency	50
Warranty	Warranty on Machine	12
	Warranty on Motor in month	12

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. 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.

Storekeeper
MGRKIMS, Shil 2-793018

State & Health Services Center
MGRKIMS, Shil 2-793018

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:

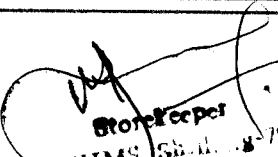
1.10.1 The expenditure involved for this purpose has received the Sanction of the competent financial authority.

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.

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


Storekeeper
NEIGRIIMS, Shillong-793012









Sanction Order

Sanction No: 511687708418231
Sanction Date: 15-Nov-2021

07/G-675/2021-22

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 Name: North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences (NEIGRIHMS) Office Name: Neigrihms, Shillong	Name: Boldwan Warji Designation: B Warji Email ID: buycon2.neigrihms.ml@gembuyer.in GSTIN: Address: P.O. NEIGRIHMS, Mawdiangdiang, Shillong EAST KHASI HILLS MEGHALAYA - 793018

Financial Approval Detail
C-410/2021-22, dt: 16/11/2021
Designation of official providing Administration approval: Director
IFD Concurrence / Competent Authority (HOD / Head of Office) Approval Required? YES
Budget availability YES
Designation of official providing Financial approval: Dy. F A (File No.: NEIGR/S&P/E-01/21-22/Pt.9)

Seller Details
Company Name: M/S J.KHARBULI Email ID: junekbuli@gmail.com Address: M/S J.KHARBULI 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	DOLPHY Fully Automatic Anti-Bacterial ABS Plastic Hand Dryer	DHAD0039	15	pieces	5510.0	82650.0
Total Order Value (in INR)						82650.0

S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Medonlang Kharakor con26.neigrihms.ml@gembuyer.in P.O. NEIGRIHMS, Mawdiangdiang, Shillong EAST KHASI HILLS MEGHALAYA - 793018	DOLPHY Fully Automatic Anti-Bacterial ABS Plastic Hand Dryer	-	15	15-Nov-2021	30-Nov-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.

Buyer
NEIGRIHMS, Shillong-793018

Store & Procurement Officer
NEIGRIHMS Shillong-18



NEGRIHMS
North Eastern Indira Gandhi Regional Institute of Health & Medical Sciences
 (An Autonomous Institute, Ministry of Health and Family Welfare, Government of India)
 Directors Block Mawdiangdiang, Shillong, Meghalaya-793018

F.No:NEIGR/E-01/21-22

Notification of Award No:GEMC-511687708418231

PO ID:PO11210005 / Approved Date:

NEIGR/S & P/OT/G-675/2021-22

Date 25-11-2021

29/11/2021

Indent-No: IN11210006

To

M/s M/s J Kharbuli,
 4, Kharmalki, Malki, Shillong - 793001,
 Tel:09362170853,
 junekbuli@gmail.com

Principal:

M/s Dolphy,
 DOLPHY INDIA PVT. LTD. S-813 ,
 Manipal Center , 8th floor (south block) , 47
 Dickenson Road, Bangalore,560042, Tel:
 9520202092,
 service@dolphy.in

Sub: Processing of Hand Dryer for Electrical Section with 1 years warranty for department / section of Electrical Section

Reference:

- Offer No: 0
- Price Justification No:0
- Price Discount Letter No:0
- PO Remarks:Processing of Hand Dryer for Electrical Section

This Order/Memorandum issues with concurrence of Finance Branch vide their UO No C-410/21-22 Dated 16-11-2021

Dear Sir/Madam,

With reference to Tender Enquiry No: N/A and your Bid/Offer 0 in response an order is hereby placed on you for the complete turnkey contract of supply, transportation, installation, commissioning, provision of technical assistance, after sales service, maintenance service and other such obligations of the tenderer, training at bidders cost and demonstration of Medical equipment at this Institute, as per details indicated herein.

This order which is intended for the supply of the store detailed in the scheduled below, in accordance with the terms & conditions of NEGRIHMS /Government of India and in the manner specified herein, shall operate to create a specific contract between the contractor (with whom the contract referred to and the requisition are placed) on one part and NEGRIHMS, Shillong, on the other part.

Sl. No	Description Of Goods	Unit	Rate Per Unit	Total Amount on(DDP at Consignee Site)
1	Hand Dryer (Make:Dolphy,Model:Dolphy)			
	FOB Price/Ex-factory at Port /Airport of Loading	15nos	₹ 4,518.20	₹ 67,773.00
	Goods & Service Tax (GST)		₹ 991.80	₹ 14,877.00
	Total Price for NEGRIHMS rate with 1 years warranty period			₹ 82,650.00

In words: INR Eighty Two Thousands Six Hundred And Fifty Rupees Zero Paise

PO11210005 / GEMC-511687708418231

Stamp: NEIGRIHMS, Shillong-793018
 Signature: [Handwritten Signature]

Stamp: [Stamp]
 Signature: [Handwritten Signature]

Total Price for inclusive delivered free (F.O.R) at Central stores / Department at NEIGRIHMS, Mawdiangdiang, Shillong - 793018 including loading, unloading, handling, transportation, weighbridge and other unforeseen charges.

Tenderer/ Vendors/ Contractor should note that the following terms and conditions will apply specifically in addition to the Rules and the Regulation as applicable to such purchases in the Government of India.

Warranty:

The Tenderer warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The Tenderer further warrants that the goods supplied under the contract shall have no defect arising from design, materials (except when the design adopted and / or the material used are as per the purchaser's specifications) or workmanship or from any act or omission of the Tenderer, that may develop under normal use of the supplied goods under the conditions prevailing in India.

This warranty shall remain valid for the period mentioned above, after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the purchaser in terms of the contract , unless specified otherwise in the SCC.

Upon receipt of such notice from the purchaser, the Tenderer shall, within 8 hours on a 24 (hrs) X 7 (days) X 365 (days) basis, repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The Tenderer shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the same warranty for the rectified /replaced goods shall be applicable from the date such rectified / replaced goods starts functioning to the satisfaction of the purchaser.

The tender / Manufacturer /OEM has provide minimum two mandatory Periodic Preventive mentainance in a year throughout the contract period failing which action will be initiated according to terms & condition of the tender, including forfeiture of the performance bank guarantee.

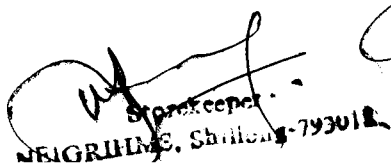
Comprehensive Maintenance Contract (CMC):

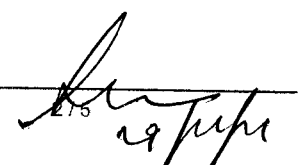
The Purchaser/Consignee reserves the rights to enter into Annual Comprehensive Maintenance Contract (CMC) between Consignee and the Tenderer for the period after the completion of warranty period.

The consignee will enter into CMC with the Tenderer at the rates as stipulated in the contract. The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by the consignee on receipt of bank guarantee for an amount equivalent to % of the CMC value in the prescribed format given in Section XV valid till 2 months after expiry of entire CMC period.

During CMC period, the Tenderer shall visit at each consignee's site for preventive maintenance including testing and calibration as per the manufacturer's service/ technical/ operational manual. The Tenderer shall visit each consignee site as recommended in the manufacturer's manual, but at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.

PO11210005 / GEMC-511687708418231


Storekeeper
NEIGRIHMS, Shillong-793018


Store & Procurement Officer
NEIGRIHMS Shillong-18

The payment of Annual CMC will be made against the bills raised to the consignee by the Tenderer on six monthly basis after satisfactory completion of said period, duly certified by the HOD concerned /Competent Authority and on receipt of Bank Guarantee for an amount equivalent to % of the CMC value valid till 2 months after expiry of entire CMC period. The payment will be made in Indian Rupees.

The tender / Manufacturer /OEM has provide minimum two mandatory Periodic Preventive mentainance in a year throughout the contract period failing which action will be initiated according to terms & condition of the tender, including forfeiture of the performance bank guarantee.

CMC Equipment Cost:

S.no	Contract period	Units	Price Per Unit	Total Cost (Exclusive of GST)
1	Hand Dryer (Make: Dolphy, Model: Dolphy)			
	2th year	15	₹ 0.00	₹ 0.00

Delivery Schedule(Supply, Instalation, Testing, Commisioning with turnkey works):

For Indigenous goods or for imported goods if supplied from India: 15 days from date of Notification of Award to delivery at consignee site. (Tenderers may quote earliest delivery period).

For Imported goods directly from foreign:

FOB Contracts- 15 days from the date of opening of L/C. The date of delivery will be the date of Bill of Lading or Airway Bill (Tenderers may quote the earliest delivery period).

DDP Contracts: 15 days from the date of opening of L/C. The date of delivery will be the date of receipt by the consignee as in Consignee Receipt Certificate (Tenderers may quote the earliest delivery period).

Subject to the stipulation, if any, in the bidding document, the Tenderer shall be required to perform the services viz. Installation, commissioning, supervision, demonstration, complete turnkey works, providing required jigs and tools for assembling, Civil works required for the completion of the installation, training of Consignee's Doctors, Staff, operators, etc for operating and maintaining the goods, supplying the required number of operation & maintenance manual for the goods

Liquidated Damages:

If the Tenderer fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the purchaser shall, without prejudice to other rights and remedies available to the purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached, purchaser may consider termination of the contract as per GCC 24. During the above-mentioned delayed period of supply and/or performance, the conditions incorporated under GCC sub-clause 22.4 above shall also apply. Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of GCC.

Storekeeper
NEIGRIHMS, Shillong-793018;

(Handwritten signatures)

Performance Security:

Within thirty (30) days from date of the issue of Notification of Award by the purchaser, the Tenderer, shall furnish Performance Security to the purchaser for an amount equal to percent (0%) of the total value of the contract, valid for a period of sixty days (60) beyond the date of completion of all contractual obligations including the warranty obligations. In the event of any failure /default of the tenderer with or without any quantifiable loss to the government including furnishing of consignee wise Bank Guarantee for CMC security, the amount of the performance security is liable to be forfeited

Performance Security may be furnished in the form of an Account Payee, Demand Draft, Fixed Deposit Receipt / Bank Guarantee from a Commercial Bank. Bid security should be refunded to the successful bidder on receipt of Performance Security.

Bidder /Tenderer are also required to sign the rate contract agreement, within 21 (twenty one) days from the issue of the notification of award, failing which EMD /Bid Security shall be forfeited.

Payment:

Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of GCC. Payment for domestic goods shall be made in Indian rupees as specified in the GCC clause 21.1. For Imported goods, 90% of the net FOB /CIF price (less Indian Agency Commission) as the case may be, through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country and remaining as per the terms & conditions indicated in GCC clause 21.

Corrupt or Fraudulent Practices /Code of Integrity:

It is required by all concerned namely the Consignee/Tenderers/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts and to abide by the Code of Integrity Act, as per GFR 2017. In pursuance of this policy, the Purchaser: - defines, for the purposes of this provision, the terms set forth below as follows: "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition; Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract

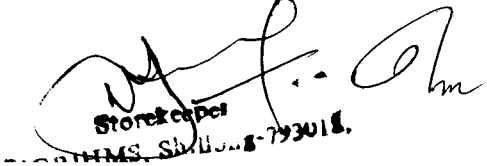
Settlement of Disputes

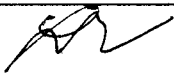
If there is any dispute or differences, the same may be referred to Director, NEIGRIHMS. Director, NEIGRIHMS or his authorized representative shall be the final authority in all disputes and decision taken by the authority will be binding on all concerned. Therefore, the jurisdiction in respect of settlement of disputes in Stores & Civil contracts shall be as per the Commercial Courts, Commercial Division and Commercial Appellate Division of High Courts (Amendment) Ordinance 2018, wherein the provision for pre -institution mediation, has been made mandatory in respective cases by the parties to the disputes.

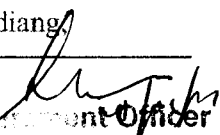
Name of the Consignee:

Director, North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences, Mawdiangdiang

PO11210005 / GEMC-511687708418231


Storekeeper
NEIGRIHMS, Shillong-793018.



4/5

Store & Procurement Officer
NEIGRIHMS Shillong-18

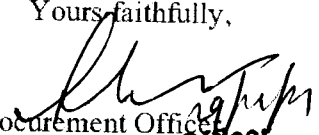
Shillong -793018 (Meghalaya), INDIA

All other terms & conditions are as per Tender Enquiry No / Offer No.: / 0

(Kindly refer to the tender /bid document for all required Annexures /Proforma/Forms)

Validated By,

Yours faithfully,


Stores & Procurement Officer
For and on behalf of Director, NEIGRIHMS
Store & Procurement Officer
Shillong
NEIGRIHMS Shillong-18

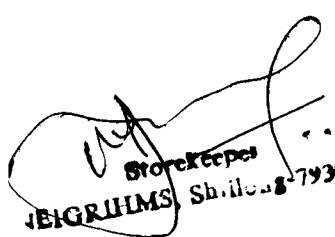
Copy to:

Indenting Officer /Inspection authority- Head /Incharge, Department / Section of Electrical Section
Central /Ancillary Store
Biomedical Engineer
Purchase Order Master / Relevant File
Stores Section Record

Enclosed:

- Annexure : Manufacturer's Authorization /Acceptance Letter




Storekeeper
NEIGRIHMS, Shillong-793018