

VC/OT/G-01/2021-22, dt: 29/11/2021

**Contract**



Contract No: GEMC-511687782544014

Generated Date: 05-Nov-2021

Bid/RA/PR No: GEM/2021/B/1061108

VC/OT/G-01/2021-22 dt: 29/11/2021

<b>Organisation Details</b> 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	<b>Buyer Details</b> M-07/2020-21 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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<b>Financial Approval Detail</b> IFD Concurrence: Yes Designation of Administrative Approval: Director NEIGRIHMS Shillong and Head of Office Designation of Financial Approval: Deputy Director (Admn) and DDO (File-S&P/M-07/2020-21) C-316(A)/2021-22, dt: 21/10/21	<b>Paying Authority Details</b> 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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<b>Seller Details</b> GeM Seller ID: 1A0B180000099507 Company Name: ARTI ENTERPRISE Contact No.: 09436102388 Email ID: artiwaliang@gmail.com Address: 9A, UPPER LA CHAUMIERE, SHILLONG, east khasi hills, MEGHALAYA-793001, - MSME verified: No MSME Registration number: - GSTIN: 17AAWPW5394H1ZN	<p><i>~ Narseery College Project Budget ~</i></p>
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\*GST / Tax invoice to be raised in the name of - Consignee

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 : kings Furnishing METAL BEDS (WITHOUT MATTRESS) with frame of MS PIPE Brand : kings Furnishing Brand Type : Registered Brand Catalogue Status : OEM verified catalogue Selling As : Reseller not verified by OEM	Metal Beds (Q3)	KFSC-METAL-BED-04	HSN not specified by seller	200	pieces	-	1,216,200
Total Order Value (in INR)								1,216,200

Consignee Detail						
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: - Email ID: consne3.neigrihms.ml@gembuyer.in Contact: - GSTIN: - Address: P.O. NEIGRIHMS, Mawdiangdiang, Shillong, EAST KHASI HILLS, MEGHALAYA-793018, India	kings Furnishing METAL BEDS (WITHOUT MATTRESS) with frame of MS PIPE	1	100	06-Nov-2021	20-Dec-2021
			2	100	21-Dec-2021	03-Feb-2022

Product Specification for Kings Furnishing METAL BEDS (WITHOUT MATTRESS) with frame of MS PIPE

Specification	Value
NEIGRIHMS SHILLONG - 793018	50 mm X 25 mm
Size of Rectangular Hollow section ±1(mm)	25 mm X 25 mm
Size of Square Hollow Section ±1(mm)	

*Handwritten notes: MS/DOA/ DDA - with Remarks for... u/b... o...*

MATERIAL	Size of Circular Hollow Sections $\pm 1$ (mm)	25 mm
	Thickness of Hollow Section in Structure (mm)	1.5 mm
	Support Panel for placement of mattresses	m s hollow box square section
	Thickness of support Panel (in mm)	1.5 mm
	Material of head board	m s ERW tube IS:7138 Square Tube of 38.1 mm X 1.2 mm thick
	Material of mattress panel	MS PERFORATED / SHEET
	Thickness of mattress Panel $\pm 1$ (mm)	20 mm
GENERIC	Structure of Metal bed frame including legs and head Structure	MS PIPE
	Head board	With
	Shape of headboard	SEMI CIRCULAR
DIMENSION	Over all length of Bed in mm ( $\pm 10$ mm)	1980
	Over all width of Bed in mm ( $\pm 10$ mm)	930
	Height of Bed in mm ( $\pm 10$ mm)	650
	Size of support members in mm ( $\pm 5$ mm)	50 X 50 (mm)
COLOUR & FINISH	Paint /Finish of M S parts	Powder Coating
	Finish of head board	powder coating
	Min Powder/paint coating thickness (Micron)	60 micron
	Colour of bed (steel Frame)	black
WARRANTY	WARRANTY	5 year
CERTIFICATION	Test reports to be furnished to buyer on demand	YES
MISC	Number of support members	4

**Buyer Defined Additional Specification for kings Furnishing METAL BEDS (WITHOUT MATTRESS) with frame of MS PIPE**

Specification	Value
All other parameters being as above the Length of the bed should preferably be 1980 mm to 2010 mm , in view of constraints of size of hostel room	All other parameters being as above the Length of the bed should preferably be 1980 mm to 2010 mm , in view of constraints of size of hostel room
Composite warranty for five years compulsorily, failing to provide warranty services shall entail forfeiture of performance security and other actions as per GEM contract.	Composite warranty for five years compulsorily, failing to provide warranty services shall entail forfeiture of performance security and other actions as per GEM contract.
Samples be placed for demonstration and intimated to Mr Manab / Mr Bharali (9774105058) within the closing date of GEM Bidding. Sample be demonstrated in Shillong, East Khasi hills district, Meghalaya or Guwahati, Kamrup /Nowgaon district Assam	Samples be placed for demonstration and intimated to Mr Manab / Mr Bharali (9774105058) within the closing date of GEM Bidding. Sample be demonstrated in Shillong, East Khasi hills district, Meghalaya or Guwahati, Kamrup /Nowgaon district Assam

**Corrigendum**

1. Extended Upto : 2021-03-11 14:00:00
2. Extended Upto : 2021-03-15 14:00:00
3. Extended Upto : 2021-03-19 14:00:00

**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.

State & Procurement Officer  
 Meghalaya Shillong-18

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 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.

2.4 Scope of supply (Bid price to include all cost components) : Supply installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

2.5 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.

2.6 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.

2.7 Preference to Make in India products (For bids less than 200 Crore): Preference shall be given to Class I local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class I local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in-India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2.8 Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

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

2.10 Availability of Service Centre: 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.

STO/2020  
MILITARY, SHILLONG - 793018

MILITARY, SHILLONG - 79

2.11 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.

2.12 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.

2.13 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): BIFMA/ANSI/SAR/ASTM/BIS certification standards with five years of composite warranty. 5% of nuts, bolts, spares, accessories etc shall be provided in advance with supplies .

2.14 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.

2.15 ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.

2.16 Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 4 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

2.17 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.

2.18 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:

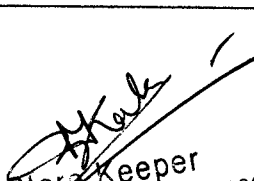
- (i) Single order of at least 35% of estimated bid value; or
- (ii) Two orders of at least 20% each of estimated bid value; or
- (iii) Three orders of at least 15% each of estimated bid value.

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

2.19 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 NEIGRIHMS EMD SECURITY DEPOSITS 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.

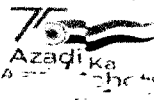
2.20 Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / Internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name NEIGRIHMS EMD SECURITY DEPOSITS Account No. 3027020000027 IFSC Code BARB0MAWDIA Bank Name BANK OF BARODA Branch address MAWDIANGDIANG, SHILLONG-793018, MEGHALAYA. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

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

  
Store Keeper  
NEIGRIHMS, SHILLONG - 793018

  
Sub-divisional Officer  
NEIGRIHMS, SHILLONG-18

NC/OT/G-01/2021-22, dt: 29/11/2021



Sanction Order

dt: 29/11/21

Sanction No: 511687782544014

Sanction Date: 05-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
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	M-07/2020-21 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-316(A)/2021-22, dt: 21/10/2021	
Designation of official providing Administration approval:	Director NEIGRIHMS Shillong and Head of Office
IFD Concurrence / Competent Authority (HOD / Head of Office) Approval Required?	YES
Budget availability	YES
Designation of official providing Financial approval:	Deputy Director (Admn) and DDO (File-S&P/M-07/2020-21)

Seller Details	
Company Name:	ARTI ENTERPRISE
Email ID:	artiwallang@gmail.com
Address:	ARTI ENTERPRISE east khasi hills MEGHALAYA - 793001

Product Details						
#	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	kings Furnishing METAL BEDS (WITHOUT MATTRESS) with frame of MS PIPE	KFSC-METAL-BED-04	200	pieces	6081.0	1216200.0
Total Order Value (in INR)						1216200.0

Consignee Details						
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	MANAB JYOTI BORKAKOTY consne3.neigrhms.ml@gembuyer.in P.O. NEIGRIHMS, Mawdiangdiang, Shillong EAST KHASI HILLS MEGHALAYA - 793018	kings Furnishing METAL BEDS (WITHOUT MATTRESS) with frame of MS PIPE	1	100	06-Nov-2021	20-Dec-2021
			2	100	21-Dec-2021	03-Feb-2022

**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.

NEIGRIHMS, SHILLONG



**NEIGRIHMS**  
**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:S&P/M-07/20-21

Date 08-11-2021

Notification of Award No:GEMC-511687782544014

29/11/2021

PO ID:PO11210002/ Approved Date:

Indent-No: IN11210003

NEIGR/S&P/ATC/G/01/2021-22

To

M/s Arti Enterprise,  
9A, Upper La Chaumiere, Shillong,  
Tel:9436102388,  
artiwallang@gmail.com

**Principal:**

M/s kings furnishing and safe company,  
53-B, RANI JHASNSI ROAD,  
Jhandewalan, Delhi - 110055, OPPOSITE  
JHANDEWALAN, Tel:0113529235,  
artiwallang@gmail.com

Sub: Metal Bed for MBBS Hostel (Girls) with 5 years warranty for department / section of MBBS Boy's Hostel.

Reference:

- Tender Enquiry No: GEM/2021/B/1061108
- Offer No: N/A
- Price Justification No:N/A
- Price Discount Letter No:N/A
- PO Remarks: Metal Bed for MBBS Hostel (Girls)

This Order/Memorandum issues with concurrence of Finance Branch vide their UO No C-316(A)/21-22 Dated 21-11-2021

Dear Sir/Madam,

With reference to Tender Enquiry No: **GEM/2021/B/1061108** 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 NEIGRIHMS /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 NEIGRIHMS, Shillong, on the other part.

Sl. No	Description Of Goods	Unit	Rate Per Unit	Total Amount on(DDP at Consignee Site)
1	<b>Metal Bed</b> <b>(Make:kings furnishing and safe company,Model:KFSC Metal Bed 04)</b>			
	FOB Price/Ex-factory at Port /Airport of Loading	200no	₹ 5,153.39	₹ 1,030,678.00
	Goods & Service Tax (GST)	s	₹ 927.61	₹ 185,522.00
Total Price for NEIGRIHMS rate with 5 years warranty period				₹ 1,216,200.00

In words: INR Twelve Lakhs Sixteen Thousands Two Hundred Rupees Zero Paise

PO11210002 / GEMC-511687782544014  
Store Keeper  
NEIGRIHMS, SHILLONG - 793018

11/12  
29/11/21  
Store Keeper  
NEIGRIHMS, SHILLONG - 793018

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.

**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