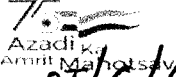


BIRAC Oncology

**Contract**



Contract No: GEMC-511687709962960

Generated Date: 22-Oct-2021

OT/G/P)-48/2021-22, dt: 30/11/2021

<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> P-08/2021-22/Pt(IV) A store. Designation: B Warji Contact No.: -9436170677- Email ID: buycon2.neigrihms.ml@gembuyer.in GSTIN: - 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 File-S&P/P-08/21-22/Pt-IV Designation of Financial Approval: Deputy Director ( for BIRAC project under Surgical Oncology ) CP-25/2021-22, dt: 8/10/2021	<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: 1F71180000095469 Company Name: R G S Enterprise Contact No.: 09863094593 Email ID: rgsentp@yahoo.com Address: M/s. R G S Enterprises, Lower Lachumiere, Shillong, Meghalaya-793001, India MSME verified: No MSME Registration number: - GSTIN: 17AHJPS3993E1ZV, 17AHJPS3993E1ZV	~ BIRAC - Project Dr C Harjiri
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\*GST / Tax invoice to be raised in the name of - Buyer

#	Item Description	Category Name	Model	HSN Code	Ordered Quantity	Unit	Lead Time(Days)	Price (Inclusive of all Duties and Taxes in INR)
1	Product Name : AROMA STEEL ALMIRAH 1980 mm 4 SHELVES Brand : AROMA Brand Type : Registered Brand Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM	Almirah Steel- IS:3312	Arroma Almirahs Steel 1980*910*486 with 4 shelves 1.25mm	HSN not specified by seller	1	pieces	-	18,500
Total Order Value (in INR)								18,500

S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: Store keeper Email ID: consne3.neigrihms.ml@gembuyer.in Contact: - GSTIN: - Address: P.O. NEIGRIHMS, Mawdiangdiang, Shillong, EAST KHASI HILLS, MEGHALAYA-793018, India	AROMA STEEL ALMIRAH 1980 mm 4 SHELVES	-	1	22-Oct-2021	06-Dec-2021

<b>Product Specification for AROMA STEEL ALMIRAH 1980 mm 4 SHELVES</b>	
Specification	Sub-Spec

Handwritten signatures and notes: Dr C Harjiri, Dear / 26, Enter Harjiri, 20/11/2021, M.S sheet conforming to commercial quality CR- 1, Grade 340 of IS 513:2008, 30/11/21

## 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.

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:

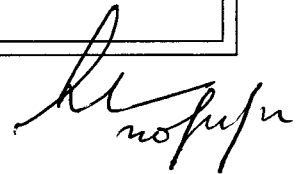
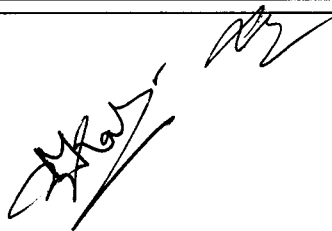
1.10.1 The expenditure involved for this purpose has received the Sanction of the competent financial authority.

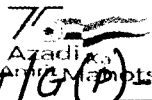
1.10.2 The funds are available under the proper head in the sanction budget allotment for the concern financial year.

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.





Sanction Order

Sanction No: 511687709962960

Sanction Date: 22-Oct-2021

OT/G(P)-48/2021-22, dt: 30/11/2021

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

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

Buyer Details P- 08/2021-22 /Pt (IV) . A Store

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 CP-25/2021-22, dt: 8/10/2021

Designation of official providing Administration approval: Director File-S&P/P-08/21-22/Pt-IV
IFD Concurrence / Competent Authority (HOD / Head of Office) Approval Required? YES
Budget availability YES
Designation of official providing Financial approval: Deputy Director ( for BIRAC project under Surgical Oncology )

Seller Details

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

Product Details

Table with 7 columns: #, 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)). Row 1: AROMA STEEL ALMIRAH 1980 mm 4 SHELVES, 1, pieces, 18500.0, 18500.0.

Consignee Details

Table with 6 columns: S.No, Consignee, Item, Lot No., Quantity, Delivery Start After, Delivery To Be Completed By. Row 1: MANAB YOTI BORKAKOTY, AROMA STEEL ALMIRAH 1980 mm 4 SHELVES, 1, 22-Oct-2021, 06-Dec-2021.

Terms Conditions

- 1. This issues under the power delegated to Ministries/Department of the Government of India vide Annexure to schedule V of the Delegation of Financial Power Rules, 1978 as amended from time to time.

Handwritten signatures and initials at the bottom of the page.

NSP-5

NORTH EASTERN INDIRA GANDHI REGIONAL INSTITUTE OF HEALTH AND MEDICAL SCIENCES, SHILLONG

20/21/22/11

FILE NO. NEIG/SLP/03/2021/22/11/IV

20

SUBJECT

FILE NO. NEIG/SLP-03/2021/22/11/IV NOTES AND ORDERS

Sub- Processing Philosophy, Camcorder, TV monitor, steel simlah etc. for BIRAC project under Surgical Oncology.

1. Placed along with the Letter received from Principal Investigator BIRAC project under Surgical Oncology. (Flag A)
2. Processing through GeM Comparison sheet approved by Principal Investigator BIRAC at flag B, C, D, E and F.
3. As the requirement of the item has to be procure on immediate basis, approval of the competent authority may please be accorded for an amount of Rs. 1,26,252.00 (Rupees one lakh twenty six thousand two hundred and thirty two) only for placement of order.

Sl. No.	Store	Make/Model/Specification	Qty.	Rate per unit including GST-15%	Qty. Rate (Rs.)
1	Photocopyer	Robot	1	49,898.00	49,898.00
2	Camcorder	Sony	1	30,000.00	30,000.00
3	TV (32 inch)	Cowell	1	2,800.00	2,800.00
4	Multimedia Projector	BWDC	1	22,455.00	22,455.00
5	Steel cabinet (Almirah)	Oron	1	16,100.00	16,100.00
					1,26,252.00

(Rupees one lakh twenty six thousand two hundred and thirty two)

Submitted for Administrative approval for purchase of the above items.

*[Faint signature and stamp area]*

*[Handwritten signature]*  
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## 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/08/21-22/Pt-IV

Date 22-10-2021

Notification of Award No:GEMC-511687709962960

30/11/2021

PO ID:PO10210002 / Approved Date:

Indent-No: IN10210002

NEIGR/S&P/OT/G(P)/48/2021-22

To

M/s R.G.S Enterprise,  
Lovely shoes, Police Bazar, Shillong - 793001,  
Tel:0364 2224923,  
rgsentp@yahoo.com

**Principal:**

M/s ONOMA India Pvt.Ltd.,  
B-2, B Block, Sector 2, Noida, Uttar  
Pradesh 201301, Tel:0120 421 6320,  
onomaguwahati@rediffmail.com

Sub: Steel Almirah for BIRAC Project under Surgical Oncology with 1 years warranty for department / section of Oncology.

Reference:

- Offer No: N/A
- Price Justification No:N/A
- Price Discount Letter No:N/A
- PO Remarks:Steel Almirah for BIRAC Project under Surgical Oncology

This Order/Memorandum issues with concurrence of Finance Branch vide their UO No CP-25/21-22 Dated 08-10-2021

Dear Sir/Madam,

With reference to Tender Enquiry No: N/A 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>Steel Almirah</b> <b>(Make:ONOMA India Pvt.Ltd.,Model:Aroma)</b>			
	FOB Price/Ex-factory at Port /Airport of Loading	1nos	₹ 15,680.00	₹ 15,680.00
	Goods & Service Tax (GST)		₹ 2,820.00	₹ 2,820.00
	Total Price for NEIGRIHMS rate with 1 years warranty period			₹ 18,500.00

In words: INR Eighteen Thousands Five Hundred Rupees Zero Paise

### 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 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