

Contract



Contract No: GEMC-511687758929418
Generated Date: 25-Nov-2021
Bid/RA/PR No: GEM/2021/B/1604473

OT/G-727/2021-22, dt: 17/12/2022

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 Zone: Neigrihms, Shillong	Buyer Details <i>A-03/2019-20/Pt II</i> Designation: Jintholliu Contact No.: -8974990292- Email ID: buycon3.neigrihms.ml@gembuyer.in GSTIN: - Address: P.O. NEIGRIHMS, Mawdiangdiang, Shillong, EAST KHASI HILLS, MEGHALAYA-793018, India
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Financial Approval Detail IFD Concurrence: Yes Designation of Administrative Approval: Director NEIGRIHMS Designation of Financial Approval: Deputy Director NEIGRIHMS <i>C-429/2021-22 dt: 8/12/2021-</i>	Paying Authority Details 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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Seller Details GeM Seller ID: 1A0B180000099507 Company Name: ARTI ENTERPRISE Contact No.: 09436102388 Email ID: artiwallang@gmail.com Address: 9A, UPPER LA CHAUMIERE, SHILLOIG, east khasi hills, MEGHALAYA-793018, India MSME verified: No MSME Registration number: - GSTIN: 17AAWPW5394H1ZN	<i>Under Invoice to be raised</i>
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*GST / Tax invoice to be raised in the name of - Buyer

#	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 : PMO LINE Brand : Geemed Healthcare Brand Type : Unbranded Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM	BOQ (Q3)	PMO Line 200cm	90183990	10,000	pc	-	151,200
Total Order Value (in INR)								151,200

Consignee Detail						
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: - Email ID: con22.neigrihms.ml@gembuyer.in Contact: 0364-2538044- GSTIN: - Address: P.O. NEIGRIHMS, Mawdiangdiang, Shillong, EAST KHASI HILLS, MEGHALAYA-793018, India	PMO LINE	-	10,000	25-Nov-2021	10-Dec-2021

Specification 1 <i>Storekeeper NEIGRIHMS, Shillong</i>
Specification Document
Buyer BOQ Document
Seller BOQ Document

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 for the offered product. At the time of delivery of goods, Seller will provide necessary supporting documents (in the form of GST Invoice) to prove that the supplied goods are genuine. *an. Revenue please*

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.

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

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

2.4 OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 50% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

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

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 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.

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

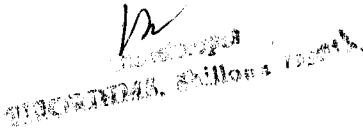
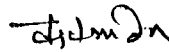
2.9 For clothing and allied items, if pre-dispatch inspection clause has been selected in the Bid, the Inspection Agency shall forward sample from the accepted lot duly identified/ sealed by it, as Reference Sample to each consignee (one reference sample per consignee) for comparing the lot received at consignee end with such reference sample. Such reference samples will be treated as part of supplied quantity from the lot and cost

shall be borne by the Buyer.

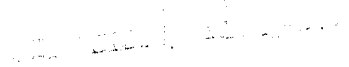
2.10 Buyer Added text based ATC clauses

1. Sample must be submitted on or before the date of closing the GeM Bid for Technical Evaluation
2. Please enclosed declaration MAKE IN INDIA POLICY meeting the requirement of minimum Local Content in line with the Government public procurement order no P-45021/2/2017/BE-II dt 15.06.2017 Refer clause No 3.8 & 3.4.4 of ITT .
3. Declaration of Model Certificate for GeM as per Office Memorandum F No 6/18/2019-PPD Ministry of Finance Department of Expenditure Public Procurement Division dated 23rd July 2020 ,in view of clause regarding restrictions on procurement from a bidder of a country which shares a land border with India

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Handwritten signature and a circular stamp with illegible text.



OT/G-727/2021-22, dt: 17/12/2021

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

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

A-03/2019-20/Pt III

Name: Derenamai Jinthulliu
 Designation: Jinthulliu
 Email ID: buycon3.neigrihms.ml@gembuyer.in
 GSTIN:
 Address: P.O. NEIGRIHMS, Mawdiangdiang, Shillong
 EAST KHASI HILLS
 MEGHALAYA - 793018

Financial Approval Detail

C-429/2021-22, dt: 8/12/2021

Designation of official providing Administration approval: Director NEIGRIHMS
 IFD Concurrence / Competent Authority (HO) / Head of Office) Approval Required? YES
 Budget availability YES
 Designation of official providing Financial approval: Deputy Director NEIGRIHMS

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	PMO LINE	PMO Line 200cm	10000	pc	15.12	151200.0
Total Order Value (in INR)						151200.0

Consignee Details

S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Manly Shaborg con22.neigrihms.ml@gembuyer.in P.O. NEIGRIHMS, Mawdiangdiang, Shillong EAST KHASI HILLS MEGHALAYA - 793018	PMO LINE	-	10000	25-Nov-2021	10-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.

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