

**Contract**



**Contract No:** GEMC-511687755492476

**Generated Date:** 03-Nov-2021

*BB/OT/G-721/2021-22, dt: 17/12/2021*

<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: Neigrilims, Shillong	<b>Buyer Details C-10/2021-22</b> 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
--	---

<b>Financial Approval Detail C-69/2021-22, dt: 15/12/2021 (ECRP)</b> IFD Concurrence: Yes Designation of Administrative Approval: Director Under ERCP-21-22 (with replacement of 10200 expired vials) Designation of Financial Approval: DDA(A) & DFAFH, NEIGRIHMS/ C-10/2021-22-ECRP-21-22 with replacement of EDTA 10200 expired vials	<b>Paying Authority Details</b> Payment Mode: Offline Designation: A Accounts officer Email ID: accounts.neigrhms@nic.in GSTIN: N Address: P.O. NEIGRIHMS, Mawdiangdiang, Shillong, KHASI HILLS EAST, MEGHALAYA-793018, India
---	--

<b>Seller Details</b> GeM Seller ID: BAB2200001233184 Company Name: Wholesale pharmaceuticals Contact No.: 07085057022 Email ID: wholesalepharma@yahoo.com Address: Block-II, Pynthorumkhrah, Near Shillong Golf Club, Pynthorumkhrah, Polo Hills, East Khasi hills, MEGHALAYA-793001. MSME verified: No MSME Registration number: - GSTIN: 17ABOPL8507ALZP	<i>(ECRP-21-22 on Buy Back, Immediate Supply)</i>
---	---

\*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 : LEVRAM Yes Vacuum Blood Collection Tubes 13x75 Brand : LEVRAM Brand Type : Registered Brand Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM	Vacuum Blood Collection Tubes (Q3)	K2 edite	HSN not specified by seller	100,000	pieces	-	294,000
Total Order Value (in INR)								294,000

S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: Itudolf Lyngdoh Email ID: con20.neigrhms.ml@gembuyer.in Contact: 0364-2538042- GSTIN: - Address: P.O. NEIGRIHMS, Mawdiangdiang, Shillong, EAST KHASI HILLS, MEGHALAYA-793018 India	LEVRAM Yes Vacuum Blood Collection Tubes 13x75		100,000	03-Nov-2021	18-Nov-2021

<b>Product Specification for LEVRAM Yes Vacuum Blood Collection Tubes 13x75</b>	
Specification	Sub-Spec
	Product Description: Vacuum Blood Collection Tubes <i>M Anwar / M Valaree</i> <i>Mr Minobhalep / Mrs / Jones</i> <i>Mr albert / Mr Eugene</i> <i>Mr Anwar / Mrs / Jones</i> <i>Mr Anwar / Mrs / Jones</i>

GENERAL FEATURES	Application	Biochemistry test, immunity test, and radio immunology test
	Sterilized	Yes
	Disposable	Yes
PRODUCT TECHNICAL FEATURES	Material of Tube	Plastic, PET
	Fine and transparent material	Yes
	Non Toxic, Leakproof and Crack Resistance	Yes
	Colored rubber stopper creating a vacuum seal inside the tube	Yes
	Negative air pressure present inside the tube	Yes
	Additive Present	Yes
	Type of Additive	Anti coagulant
	Additive Used	K2 EDTA
	Color of Cap	Lavender or Purple
	Color of Tube	Transparent
	Tube Size (mm x mm)	13x75
	Draw Volume of blood sample (ml)	3
	Shelf Life (in months)	18
MARKING ON THE TUBE	Label on tube for identification	Yes
	Label Type	Paper
PACKING	Packing	Packed in a carton box
	Number of tubes in a carton	100
	Price unit	Each tube
CERTIFICATIONS & REPORTS	Submission of Test Report on form 39 or from Central Govt/NABL/ILAC accredited Lab to prove the conformity to declared specification at the time of supply	Yes
	Certification for Manufacturing Premises	ISO,EU-CE
	Product conformity certificate is to be provided to the buyer at the time of supply	Yes

**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 full inclusive i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc.

*[Signature]*

*[Signature]*

*[Signature]*  
 Date: \_\_\_\_\_  
 Name: \_\_\_\_\_

Break up of GST shall be indicated by the Seller while raising invoice / bill or 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: 511687755492476

Sanction Date: 03-Nov-2021

BB/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	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	C-10/2021-22 Name: HARENDRA DEY Designation: Stores and Procurement Officer E mail ID: harendra.dey@nic.in GSTIN: N Address: P.O. NEIGRIHMS, Mawdiangdiang, Shillong EAST KHASI HILLS MEGHALAYA - 793018

Financial Approval Detail	
Designation of official providing Administrative approval:	Director Under ECRP-21-22 ( with replacement of 10200 expired vials
IFD Concurrence / Competent Authority (HOD / Head of Office) Approval Required?	YES
Budget availability	YES
Designation of official providing Financial approval:	DDA(A) & DAFN, NEIGR/S&I/ C-10/2021-22-ECRP-21-22 with replacement of EDTA 10200 expired vials

Seller Details	
Company Name:	Wholesale pharmaceuticals
Email ID:	wholesalepharma@yahoo.com
Address:	Wholesale pharmaceuticals 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	LEVRAM Yes Vacuum Blood Collection Tubes 13x75	k2 edta	100000	pieces	2.94	294000.0
Total Order Value (in INR)						294000.0

Consignee Details						
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Rudolf Lyngdoh con20.neigrihms.ml@gembuyer.in P.O. NEIGRIHMS, Mawdiangdiang, Shillong EAST KHASI HILLS MEGHALAYA - 793018	LEVRAM Yes Vacuum Blood Collection Tubes 13x75		100000	03-Nov-2021	18-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.

**Contract**



*BB/OT/G-722/2021-22 dt 17/12/2021*

**Contract No:** GEMC-511687739998006

**Generated Date:** 03-Nov-2021

<b>Organisation Details</b> 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		<b>Buyer Details C-10/2021-22</b> 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	
---	--	---	--

<b>Financial Approval Detail</b> IFD Concurrence: Yes Designation of Administrative Approval: Director Under ERCP-21-12 (with replacement of 7700 expired vials) Designation of Financial Approval: Director Under ERCP-21-12 (with replacement of 7700 expired plain red vials)		<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	
---	--	---	--

<b>Seller Details</b> GeM Seller ID: BAB2200001233184 Company Name: Wholesale pharmaceuticals Contact No.: 07085057022 Email ID: wholesalepharma@yahoo.com Address: Block-II, Pynthorumkhrah, Near Shillong Golf Club, Pynthorumkhrah, Polo Hills, East Khasi hills, MEGHALAYA-793001, - MSME verified: No MSME Registration number: - GSTIN: 17ABOPL8507A1ZP		<i>C-69/2021-22 dt 15/12/2021 (ECRP)</i>  <i>ECRP-21-22</i> <i>in Buy ball</i> <i>Bluses</i> <i>Immediate Delivery</i>	
---	--	---	--

\*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 : LEVRAM Yes Vacuum Blood Collection Tubes 8x120 Brand : LEVRAM Brand Type : Registered Brand Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM	Vacuum Blood Collection Tubes (Q3)	Blood collection tube	HSN not specified by seller	170,000	pieces	-	499,800
Total Order Value (in INR)								499,800

S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: Rudolf Lyngdoh Email ID: con20.neigrihms.in@gembuyer.in Contact: 0364-2538042 GSTIN: - Address: P.O. NEIGRIHMS, Mawdiangdiang, Shillong, EAST KHASI HILLS, MEGHALAYA-793018, India	LEVRAM Yes Vacuum Blood Collection Tubes 8x120	-	170,000	03-Nov-2021	18-Nov-2021

**Product Specification for LEVRAM Yes Vacuum Blood Collection Tubes 8x120**

Specification	Sub-Spec
	Product Description

*M Anwar / B Valave*  
*Dr. H. K. ...*  
*Dr. ...*  
*Dr. ...*  
*Dr. ...*

GENERAL FEATURES	Application	Biochemistry test, immunity test, and radio immunology test
	Sterilized	Yes
	Disposable	Yes
PRODUCT TECHNICAL FEATURES	Material of Tube	Plastic, PET
	Fine and transparent material	Yes
	Non Toxic, Leakproof and Crack Resistance	Yes
	Colored rubber stopper creating a vacuum seal inside the tube	Yes
	Negative air pressure present inside the tube	Yes
	Additive Present	Yes
	Type of Additive	Anti coagulant
	Additive Used	Clot Activator and Gel For Serum Separation
	Color of Cap	Red
	Color of Tube	Transparent
	Tube Size (mm x mm)	8x120
	Draw Volume of blood sample (ml)	4
	Shelf Life (in months)	36
MARKING ON THE TUBE	Label on tube for identification	Yes
	Label Type	Paper - Crossmatch
PACKING	Packing	Packed in a carton box
	Number of tubes in a carton	100
	Price unit	Each tube
CERTIFICATIONS & REPORTS	Submission of Test Report on form 39 or from Central Govt/NAB /ILAC accredited Lab to prove the conformity to declared specification at the time of supply	Yes
	Certification for Manufacturing Premises	ISO,EU-CE,US-FDA,EU-CE&US-FDA,BIS
	Product conformity certificate is to be provided to the buyer at the time of supply	Yes

**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.**

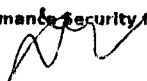
**1.2.1 Contracted goods should be delivered at the consignee or designated delivery location as per the working time of the buying organisation. Seller may get the same confirmed from consignee before scheduling delivery.**

**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.**

  
Bidder's Name

  
Seller's Name

  
Buyer's Name

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.

Store & Procurement Officer  
MSP/SH/130 Shikang-13



### Sanction Order

Sanction No: 511687739998006  
Sanction Date: 03-Nov-2021

75  
AZADI KA AMRIT MAHOTSAVA  
68/01/0 - 722/2021-22, 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:	Buyer Details C-10/2021-22
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	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-69/2021-22, dt: 15/12/2021 (ECRP)	
Designation of official providing Administrative approval:	Director Under ERCP-21-42 (with replacement of 7700 expired vials)
IFD Concurrence / Competent Authority (HOI / Head of Office) Approval Required?	YES
Budget availability	YES
Designation of official providing Financial approval:	DDA(A) & DDO-FN, NEIGR/S&P/ C-10/2020-21- with replacement of 7700 expired plain red vials

Seller Details	
Company Name:	Wholesale pharmaceuticals
Email ID:	wholesalepharma@yahoo.com
Address:	Wholesale pharmaceuticals 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	LEVRAM Yes Vacuum Blood Collection Tubes 8x120	Blood collection tube	170000	pieces	2.94	499800.0
Total Order Value (in INR)						499800.0

Consignee Details						
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Rudolf Lyngdoh con20.neigrhms.ml@gembuyer.in P.O. NEIGRIHMS, Mawdiangdiang, Shillong EAST KHASI HILLS MEGHALAYA - 793018	LEVRAM Yes Vacuum Blood Collection Tubes 8x120		170000	03-Nov-2021	18-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.

*[Signatures]*  
Store keeper  
NEIGRIHMS, Shillong