



Contract

Contract No: GEMC-511687741009347

Generated Date: 18-Mar-2021

Bid/RA/PR No: GEM/2020/B/820357

OT/G-864/2020-21, dt: 18/3/2021

Organisation Details	Buyer Details <i>C-05/2018-19/PT II</i>
Type: Central Autonomous	Designation: Stores and Procurement Officer
Ministry: Ministry of Health and Family Welfare	Contact No.: 0364-2539032-213
Department: Department of Health and Family Welfare	Email ID: harendra.dey@nic.in
Organisation: North Eastern Indira Gandhi Regional Institute of Health and	GSTIN: N
Name: Medical Sciences (NEIGRIHMS)	Address: P.O. NEIGRIHMS, Mawdiangdiang, Shillong,
Office Zone: Neighrhms, Shillong	EAST KHASI HILLS, MEGHALAYA-793018, India

Financial Approval Detail	Paying Authority Details
IFD Concurrence: Yes	Payment Mode: Offline
Designation of Administrative Approval: Director NEIGRIHMS Shillong and Head of Office	Designation: A Accounts officer
Designation of Financial Approval: Deputy Director (Admn) and DDO	Email ID: accounts.neighrhms@nic.in
<i>C-477/2020-21, dt: 14/08/2021</i>	GSTIN: N
	Address: P.O. NEIGRIHMS, Mawdiangdiang, Shillong, KHASI HILLS EAST, MEGHALAYA-793018, India

Seller Details	
GeM Seller ID:	1A0B180000099507
Company Name:	ARTI ENTERPRISE
Contact No.:	09436102388
Email ID:	artiwallang@gmail.com
Address:	9A, UPPER LA CHAUMIERE, SHILLONG, east khasi hills, MEGHALAYA-793001, -
MSME verified:	No
GSTIN:	17AAWPW5394H1ZN

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

#	Item Description	Category Name	Model	HSN Code	Ordered Quantity	Unit	Price (Inclusive of all Duties and Taxes in INR)
1	Product Name : sterile absorbable gelatin prefilled syringe Brand : BD Brand Type : Registered Brand Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM	sterile absorbable gelatin prefilled syringe	364376/304376	HSN not specified by seller	12,000	pieces	286,800
Total Order Value (In INR)							286,800

Consignee Detail							
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By	
1	Designation: - Email ID: con20.neighrhms.m@gembuyer.in Contact: 0364-2538042- GSTIN: - Address: P.O. NEIGRIHMS, Mawdiangdiang, Shillong, EAST KHASI HILLS, MEGHALAYA-793018, India	sterile absorbable gelatin prefilled syringe	1	4,000	02-Apr-2021	17-Apr-2021	
			2	4,000	01-Jun-2021	16-Jun-2021	
				4,000	15-Aug-2021	14-Sep-2021	

Handwritten signatures and notes:
 1) Ref of 400 - ...
 2) MS / once / ...
 3) ...
 NEIGRIHMS Shillong

Product Specification for sterile absorbable gelatin prefilled syringe

Specification	Sub-Spec	Value
General	Quantity of sterile absorbable gelatine in the syringe (ml)	3
	Concentration of absorbable gelatine in the syringe	NA
	Manufacturer should have the drug licence from the competent Authority to produce and sale of this product	YES
	Absorbable Gelatin is a based Tropical Absorbable flowable hemostat	YES
Certification	Drug licence no	20B-107550 & 21B-107551
	Address of the drug licence issuing Authority	Food & Drugs Control Administration, Ahmedabad
	Name of the Drug licence issuing Authority	DOBARIYA VITHALBHAI DHIRUBHAI
	Drug licence date	26/08/2019
Packing	Type of Package	syringe prefilled with absorbable Gelatin

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.

Corrigendum

1. **Extended Upto :** 2020-10-22 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.

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. Additional 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 Staggered Delivery: The ordered items shall be supplied in a staggered manner. (4000 Quantity shall be supplied within 30 days of contract placement and thereafter 3000 Quantity per Month)

2.3 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.

2.4 OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product 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 OEM 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. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

2.5 ISO 9001: The bidder must have ISO 9001 certification.

2.6 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.

2.7 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.

2.8 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.

2.9 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): valid Drug licence with details with detail catalogue. **Samplers are preheparinized with dry electrolyte-balanced heparin(80IU for 2 ml -110IU for 3 ml, must have cap/ needle protection device ,Sterile packed ,minimum 5 nos of samples to be reached Biomedical Engineer section(0364 -2539458) before the bid closing date .

2.10 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.

2.11 Bidders can also submit the EMD with Account Payee Demand Draft in favour of NEIGRIHMS EMD SECURITY DEPOSITS payable at SHILLONG-793018, MEGHALAYA..

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

2.12 Bidders can also submit the EMD with Fixed Deposit Receipt 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 EMD, 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.

Bidder has to upload scanned copy / proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

2.13 Bidders can also submit the EMD with Banker's Cheque in favour of NEIGRIHMS EMD SECURITY DEPOSITS payable at MAWDIANGDIANG, SHILLONG-793018, MEGHALAYA.

Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

2.14 Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name NEIGRIHMS EMD SECURITY DEPOSITS Account No. 30270200000027 IFSC Code BARB0MAWDIA Bank Name BANK OF BARODA Branch address MAWDIANGDIANG, SHILLONG-793018, MEGHALAYA..

Bidder to indicate bid number and name of bidding 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 along with bid.

2.15 Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per bid attached) should be made in favour of NEIGRIHMS EMD SECURITY DEPOSITS payable at MAWDIANGDIANG, SHILLONG-793018, MEGHALAYA. After award of contract,

Signature of Procurement Officer
NEIGRIHMS
SHILLONG

Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

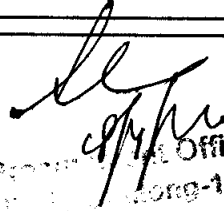
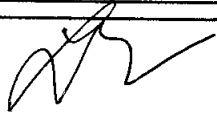
2.16 Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of NEIGRIHMS EMD SECURITY DEPOSITS A/C (Name of the Seller). The bank should certify on it that the deposit 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.

2.17 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. 30270200000027 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.

2.18 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.

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
NEIGRIHMS Shillong-18

OT/G- 864/2020-21, dt: 18/3/2021



Sanction Order

Sanction No: 511687741009347
Sanction Date: 18-Mar-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 India Gandhi Regional Institute of Health and Medical Sciences (NEIGRIHMS) Office Name: Neigrihms, 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	
Designation of official providing Administration approval: IFD Concurrence / Competent Authority (HOD / Head of Office) Approval Required? Budget availability Designation of official providing Financial approval:	Director NEIGRIHMS Shillong and Head of Office YES YES Deputy Director (Admn) and DDO

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

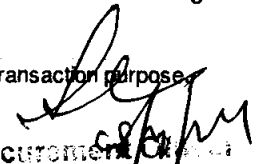
Product Details						
#	Item Description	Model	Ordered Quantity	Unit	Price per Unit inclusive of all Duties and Taxes (in INR)	Total Price (Inclusive of all Duties and Taxes (In INR))
1	sterile absorbable gelatin prefilled syringe	364376/304376	12000	pieces	23.9	286800.0
Total Order Value (In INR)						286800.0

Consignee Details							
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By	
1	Rudolf Lyngdoh con20.neigrihms.m@gmail.com P.O. NEIGRIHMS, Mawdiangdiang, Shillong EAST KHASI HILLS MEGHALAYA - 793018	sterile absorbable gelatin prefilled syringe	1	4000	02-Apr-2021	17-Apr-2021	
			2	4000	01-Jun-2021	16-Jun-2021	
			3	4000	15-Aug-2021	14-Sep-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.

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
 NEIGRIHMS Shillong-79