

Contract



Contract No: GEMC-511687769453884

Generated Date: 27-Oct-2021

Bid/RA/PR No: GEM/2021/B/1265740

OT/G - 574/2021-22, dt: 28/10/2021

Organisation Details

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

Buyer Details *S-02/2016-17*

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

Financial Approval Detail

IFD Concurrence: Yes
 Designation of Administrative Approval: Director, NEIGRIHMS
 Designation of Financial Approval: Dy. Director Admin & DDO- S-2/2016-17

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

C-312/2021-22, dt: 3/10/2021

Seller Details

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: 17AHJP53993E1ZV, 17AHJP53993E1ZV

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

Product Details

#	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 : ABC 5 Kgs Brand : LifeGuard Brand Type : Unbranded Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM	BOQ	Refilling	8424	11	Cylinder/pack	-	17,050
2	Product Name : DCP fire extinguisher 5 kgs Brand : LifeGuard Brand Type : Unbranded Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM	BOQ	Refilling	8424	126	Cylinder/pack	-	144,900
3	Product Name : ABC 2 Kgs Brand : LifeGuard Brand Type : Unbranded Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM	BOQ	Refilling	8424	7	Cylinder/pack	-	4,375
4	Product Name : Water Cartridge 9 litres Brand : LifeGuard Brand Type : Unbranded Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM	BOQ	Refilling	8424	33	Cylinder/pack	-	24,750
5	Product Name : CO2 Gas 4.5 kgs Brand : LifeGuard Brand Type : Unbranded Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM	BOQ	Refilling	8424	43	Cylinder/pack	-	58,050
6	Product Name : CO2 Gas 9 kgs Brand : LifeGuard Brand Type : Unbranded Catalogue Status : Catalogue not verified by OEM	BOQ	Refilling	8424	5	Cylinder/pack	-	13,000

Handwritten notes and signatures:
 (1) Multiple...
 (2) C-30/...
 (3) Responder /...
 (4) M...
 Signatures: *[Handwritten signatures]*

Selling As : Reseller not verified by OEM							
7	Product Name : Foam Type 9 Litre						
	Brand : LifeGuard						
	Brand Type : Unbranded						
	Catalogue Status : Catalogue not verified by OEM						
	BOQ	Refilling	8424	11	Cylinder/pack		12,650
Selling As : Reseller not verified by OEM							
Total Order Value (in INR)							274,775

Consignee Detail

S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: - Email ID: con26.neigrihms.ml@gembuyer.in Contact: -9863180482- GSTIN: - Address: P.O. NEIGRIHMS, Mawdlangdiang, Shillong, EAST KHASI HILLS, MEGHALAYA-793018, India	DCP fire extinguisher 5 kgs	-	126	27-Oct-2021	11-Nov-2021
		Water Cartridge 9 litres	-	33	27-Oct-2021	11-Nov-2021
		CO2 Gas 4.5 kgs	-	43	27-Oct-2021	11-Nov-2021
		CO2 Gas 9 kgs	-	5	27-Oct-2021	11-Nov-2021
		Foam Type 9 Litre	-	11	27-Oct-2021	11-Nov-2021
		ABC 5 Kgs	-	11	27-Oct-2021	11-Nov-2021
		ABC 2 Kgs	-	7	27-Oct-2021	11-Nov-2021

Specification 1

Specification Document

Buyer BOQ Document

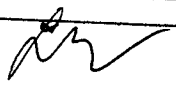
Seller BOQ Document

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 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.



Storekeeper

NEIGRIHMS, Shillong - 793018.




Corrigendum

1. Extended Upto : 2021-06-22 14:00:00
2. Extended Upto : 2021-06-25 14:00:00

3. Extended Upto : 2021-06-28 14:00:00
4. Extended Upto : 2021-07-02 14:00:00
5. Extended Upto : 2021-07-09 14:00:00
6. Extended Upto : 2021-07-12 14:00:00
7. Extended Upto : 2021-07-16 14:00:00
8. Extended Upto : 2021-07-19 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.
 - 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 Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 3 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.
 - 2.3 End User Certificate: Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.
 - 2.4 Experience Criteria: The Bidder or its OEM (themselves or through reseller(s)) should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.
 - 2.5 For hazardous chemical/item, all precautionary measure as per regulation from the point of transportation/ handling/ storage/ safety/ health/ environment to be undertaken/ specified before dispatch. During dispatch, proper symbol for the hazard/ MSDS/ Batch No./ date of manufacturing/ Gross Weight/ Net Weight/ shelf Life etc are to be written/ printed/ pasted on the body of the packing.
 - 2.6 OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 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 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
 - 2.7 Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material;
 - 2.8 Shelf Life: The Product to be supplied must have minimum six months of the shelf life Shelf Life. On the date of supply, minimum 60 usable shelf

life should be available / balance.

2.9 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.

2.10 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.

2.11 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.

2.12 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.

2.13 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.

2.14 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.

2.15 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): BIS/PESO certified Stores/ ISO.

2.16 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.

2.17 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

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

NEIGRIIMS, Shimla



Sanction Order

Sanction No: 511687769453884
Sanction Date: 27-Oct-2021

OT/G - 374/2021-22, dt: 28/10/2021

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

S - 02/2016 - 17
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-312/2021-22, dt: 13/10/2021

Designation of official providing Administration approval: Director, NEIGRIHMS
IFD Concurrence / Competent Authority (HOD / Head of Office) Approval Required? YES
Budget availability YES
Designation of official providing Financial approval: Dy. Director Admin & DDO- S-2/2016-17

Seller Details

Company Name: R G S Enterprise
Email ID: rgsentp@yahoo.com
Address: R G S Enterprise
Shillong
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	ABC 5 Kgs	Refilling	11	Cylinder/pack	1550.0	17050.0
2	DCP fire extinguisher 5 kgs	Refilling	126	Cylinder/pack	1150.0	144900.0
3	ABC 2 Kgs	Refilling	7	Cylinder/pack	625.0	4375.0
4	Water Cartridge 9 litres	Refilling	33	Cylinder/pack	750.0	24750.0
5	CO2 Gas 4.5 kgs	Refilling	43	Cylinder/pack	1350.0	58050.0
6	CO2 Gas 9 kgs	Refilling	5	Cylinder/pack	2600.0	13000.0
7	Foam Type 9 Litre	Refilling	11	Cylinder/pack	1150.0	12650.0
Total Order Value (in INR)						274775.0

Signee Details

Signature: [Handwritten Signature]
Lot: [Blank]
Quantity: [Blank]
Delivery Start After: [Blank]
Delivery To Be: [Handwritten Signature]