

Contract



Contract No: GEMC-511687790193199

Generated Date: 26-Nov-2021

Bid/RA/PR No: GEM/2021/B/1636006

TP/G-557/2021-22, dt: 26/10/2021

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-07/2018-19/Pt</i> 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	
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Financial Approval Detail IFD Concurrence: Yes Designation of Administrative Approval: Director NEIGRIHMS Shillong and Head of Office Designation of Financial Approval: DDA(A) & DDO-FN. NEIGR/5&P/ A-07/18-19/PT-Budget-g <i>C-314/2021-22, dt: 20/10/2021</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: 6D18180000096299 Company Name: ASOMI ENTERPRISE Contact No.: 09435108426 Email ID: asomienterpriseghy@gmail.com Address: 27, JIBONKRISHNA PATH, HENGRABARI, Kamrup, ASSAM-781036, - MSME verified: No MSME Registration number: - GSTIN: 18ACCPG1050A1Z1	
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*GST / Tax invoice to be raised in the name of - Buyer

Product Details

#	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 : Temperature probe for Radiant warmer Brand : FANEM Brand Type : Unbranded Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM	BOQ (Q3)	AMPLA 2085	HSN not specified by seller	5	nos	-	69,620
2	Product Name : Heater coil for radiant Warmer Fanem Brand : FANEM Brand Type : Unbranded Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM	BOQ (Q3)	AMPLA 2085	HSN not specified by seller	5	nos	-	61,950

Total Order Value (in INR) **131,570**

Consignee Detail

S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: - Email ID: con1.neigrn.ml@gembuyer.in Contact: -9774625042- GSTIN: - Address: P.O. NEIGRIHMS, Mawdiangdiang, Shillong, EAST KHASI HILLS, MEGHALAYA-793018, India	Temperature probe for Radiant warmer Heater coil for radiant Warmer Fanem	-	5	26-Nov-2021	11-Dec-2021

Handwritten signatures and notes:
 1. BME of the Purchaser
 2. M. Kumar / Director
 3. us/dms/dob/dob/ao
 4. M. Kumar
 5. M. Kumar / Director

Specification 1

Specification Document

Buyer BQQ Document

Seller BQQ 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.

Corrigendum

1. Extended Upto : 2021-11-18 14:00:00
2. Extended Upto : 2021-11-22 14:00:00
3. Extended Upto : 2021-11-25 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.

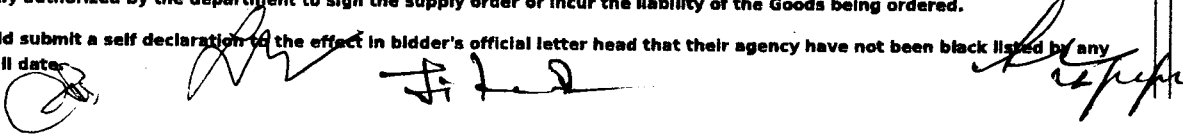
1.10 Financial Certificate:

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. Buyer Added Bid Specific Terms and Conditions-

- 2.1 Authorised Service Centre within the state of Odisha, along with a dedicated contact person with telephone number for technical solution in a fast track basis at this institution as and when required basis.
- 2.2 Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.
- 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 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.
- 2.6 End User Certificate: Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.
- 2.7 Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
- 2.8 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.
- 2.9 Shelf Life: The Product to be supplied must have minimum 24 month Shelf Life. On the date of supply, minimum 1/6 of the life should not have expired usable shelf life should be available / balance.
- 2.10 Upload Manufacturer authorization: Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail id and Phone No. required to be furnished along with the bid.
- 2.11 Indian suppliers of this item are not allowed to participate and/ or compete in procurement by some foreign governments. Bidders / products from such countries are not eligible / not allowed to participate in this bid in terms of clause 1 (d) of Public Procurement (Preference to Make in India) Order, 2017
- 2.12 Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1 + 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 20% of total value.
- 2.13 For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:
- Purchase Order copy along with invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
 - Execution certificate by client with order value.
 - Any other document in support of order execution like Third Party Inspection release note, etc.
- 2.14 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:
- Single order of at least 35% of estimated bid value; or
 - Two orders of at least 20% each of estimated bid value; or
 - 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
- 2.15 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.
- 2.16 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.
- 2.17 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.
- 2.18 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/WHO-GMP/CDSCO- Manufacuter certified. MII content certification. NF.NEIGR/S&P/A-09/18-19/Pt

Price Offered for Spares / Consumables:

[Price Offered for Spares / Consumables Document link](#)

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: 511687790193199

Sanction Date: 26-Nov-2021

TP/G-557/2021-22, dt: 26/10/2021

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	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	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:	Director NEIGRIHMS Shillong and Head of Office
IFD Concurrence / Competent Authority (HOD / Head of Office) Approval Required?	YES
Budget availability	YES
Designation of official providing Financial approval:	DDA(A) & DDO-FN. NEIGR/S&P/ A-07/18-19/PT- Budget-g

Seller Details	
Company Name:	ASOMI ENTERPRISE
Email ID:	asomienterpriseghy@gmail.com
Address:	ASOMI ENTERPRISE Kamrup ASSAM - 781036

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	Temperature probe for Radiant warmer	AMPLA 2085	5	nos	13924.0	69620.0
2	Heater coil for radiant Warmer Fanem	AMPLA 2085	5	nos	12390.0	61950.0
Total Order Value (in INR)						131570.0

Consignee Details

S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Sujit Barua con1.neigm.mt@gembuyer.in P.O. NEIGRIHMS, Mawdiangdiang, Shillong EAST KHASI HILLS MEGHALAYA - 793018	Temperature probe for Radiant warmer	-	5	26-Nov-2021	11-Dec-2021
		Heater coil for radiant Warmer Fanem	-	5	26-Nov-2021	11-Dec-2021

Terms & Conditions

(Handwritten signatures and marks)