

Contract



Contract No: GEMC-511687790549245
Generated Date: 04-Oct-2021

OT/G - 531/2021-22, dt: 07/10/2021

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: Neigrhms, Shillong

Buyer Details *F-02/2019-20*

Designation: B Warjri
Contact No.: -9436170677-
Email ID: buycon2.neigrhms.ml@gembuyer.in
GSTIN: -
Address: P.O. NEIGRIHMS, Mawdiangdiang, Shillong, EAST KHASI HILLS, MEGHALAYA-793018, India

Financial Approval Detail

IFD Concurrence: Yes
Designation of Administrative Approval: Director File-F-02/2019-20
Designation of Financial Approval: Deputy Director

Paying Authority Details

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

C-303/2021-22, dt: 29/9/2021

Seller Details

GeM Seller ID: 1F7118000095469
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: 17AHJPS3993E1ZV, 17AHJPS3993E1ZV

*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 : NA Steel Folding Cot Steel Frame fitted with MDF Board Brand : NA Brand Type : Registered Brand Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM	Steel Folding Cot (As per Drawing)	MATOSHREE	HSN not specified by seller	1	the number pi		2,700
Total Order Value (in INR)								2,700

Consignee Detail

S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: Store keeper Email ID: consne3.neigrhms.ml@gembuyer.in Contact: - GSTIN: - Address: P.O. NEIGRIHMS, Mawdiangdiang, Shillong, EAST KHASI HILLS, MEGHALAYA-793018, India	NA Steel Folding Cot Steel Frame fitted with MDF Board		1	04-Oct-2021	18-Nov-2021

Product Specification for NA Steel Folding Cot Steel Frame fitted with MDF Board

Specification	Sub-Spec	Value
Type		Folding Cot Steel Frame fitted with MDF Board

Handwritten signatures and notes:
 1. *Sh. R. S. Sanyal*
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NEIGRIHMS, Shillong-793018

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:

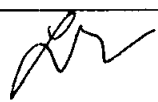
1.10.1 The expenditure involved for this purpose has received the Sanction of the competent financial authority.

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: 511687790549245
Sanction Date: 04-Oct-2021

OT/G-531/2021-22, dt: 7/10/2021

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: North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences (NEIGRIHMS)
Office Name: Neigrhms, Shillong

Buyer Details

F-02/2019-20

Name: Boldwan Warji
Designation: B Warji
Email ID: buycon2.neigrhms.ml@gembuyer.in
GSTIN:
Address: P.O. NEIGRIHMS, Mawdiangdiang, Shillong
EAST KHASI HILLS
MEGHALAYA - 793018

Financial Approval Detail

C-303/2021-22, dt: 29/9/2021

Designation of official providing Administration approval: Director File-F-02/2019-20
IFD Concurrence / Competent Authority (HOD / Head of Office) Approval Required? YES
Budget availability YES
Designation of official providing Financial approval: Deputy Director

Seller Details

Company Name: R G S Enterprise
Email ID: rgseinp@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	NA Steel Folding Cot Steel Frame fitted with MDF Board	MATOSHREE	1	the number pi	2700.0	2700.0
Total Order Value (in INR)						2700.0

Consignee Details

S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	MANAB JYOTI BORKAKOTY consne3.neigrhms.ml@gembuyer.in P.O. NEIGRIHMS, Mawdiangdiang, Shillong EAST KHASI HILLS MEGHALAYA - 793018	NA Steel Folding Cot Steel Frame fitted with MDF Board		1	04-Oct-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.

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Storekeeper

NEIGRIHMS, Shillong-793018.

Store & Procurement Officer
NEIGRIHMS, Shillong-793018



North Eastern Indira Gandhi Regional Institute of Health & Medical Sciences
(An Autonomous Institute, Ministry of Health and Family Welfare, Government of India)
Directors Block Mawdiangdiang, Shillong, Meghalaya-793018

F.No:F-02/2019-2020

OT/G - 531/2021-22

Date 04-10-2021

Notification of Award No:GEMC-511687790549245

7/10/2021

PO ID:PO10210001 / Approved Date:

Indent-No: IN10210001

To
M/s R.G.S Enterprise,
Lovely shoes, Police Bazar, Shillong - 793001,
Tel:0364 2224923.
rgsentp@yahoo.com

Principal: M/s Supreme,
612, Raheja Chambers, Nariman Point,
Mumbai 400021, India, Tel:022 22851656,
info@supreme.co.in

Sub: Steel camp cot for MRD Billing with 1 years warranty for department / section of Medical Record Department.

Reference:

- Offer No: N/A
- Price Justification No:N/A
- Price Discount Letter No:N/A
- PO Remarks:Steel camp cot for MRD Billing

This Order/Memorandum issues with concurrence of Finance Branch vide their UO No 303/21-22 Dated 29-09-2021

Dear Sir/Madam,

With reference to Tender Enquiry No: N/A in response an order is hereby placed on you for the complete turnkey contract of supply, transportation, installation, commissioning, provision of technical assistance, after sales service, maintenance service and other such obligations of the tenderer, training at bidders cost and demonstration of Medical equipment at this Institute, as per details indicated herein.

This order which is intended for the supply of the store detailed in the scheduled below, in accordance with the terms & conditions of NEGRIHMS /Government of India and in the manner specified herein, shall operate to create a specific contract between the contractor (with whom the contract referred to and the requisition are placed) on one part and NEGRIHMS, Shillong, on the other part.

Sl. No	Description Of Goods	Unit	Rate Per Unit	Total Amount on(DDP at Consignee Site)
1	Folding Camp cot (Make:Supreme,Model:AXTON)			
	FOB Price/Ex-factory at Port /Airport of Loading	Inos	₹ 2,288.00	₹ 2,288.00
	Goods & Service Tax (GST)		₹ 412.00	₹ 412.00
	Total Price for NEGRIHMS rate with 1 years warranty period			₹ 2,700.00

In words: INR Two Thousand Seven Hundred Rupees Zero Paise

PO10210001 / GEMC-511687790549245

If the Tenderer fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the purchaser shall, without prejudice to other rights and remedies available to the purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached, purchaser may consider termination of the contract as per GCC 24. During the above-mentioned delayed period of supply and /or performance, the conditions incorporated under GCC sub-clause 22.4 above shall also apply. Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of GCC.

Performance Security:

Within thirty (30) days from date of the issue of Notification of Award by the purchaser, the Tenderer, shall furnish Performance Security to the purchaser for an amount equal to percent (0%) of the total value of the contract, valid for a period of sixty days (60) beyond the date of completion of all contractual obligations including the warranty obligations. In the event of any failure /default of the tenderer with or without any quantifiable loss to the government including furnishing of consignee wise Bank Guarantee for CMC security, the amount of the performance security is liable to be forfeited

Performance Security may be furnished in the form of an Account Payee, Demand Draft, Fixed Deposit Receipt / Bank Guarantee from a Commercial Bank. Bid security should be refunded to the successful bidder on receipt of Performance Security.

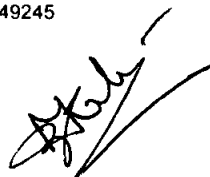
Bidder /Tenderer are also required to sign the rate contract agreement, within 21 (twenty one) days from the issue of the notification of award, failing which EMD /Bid Security shall be forfeited.

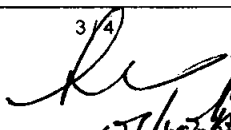
Payment:

Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of GCC. Payment for domestic goods shall be made in Indian rupees as specified in the GCC clause 21.1. For Imported goods, 90% of the net FOB /CIF price (less Indian Agency Commission) as the case may be, through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country and remaining as per the terms & conditions indicated in GCC clause 21.

Corrupt or Fraudulent Practices /Code of Integrity:

It is required by all concerned namely the Consignee/Tenderers/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts and to abide by the Code of Integrity Act, as per GFR 2017. In pursuance of this policy, the Purchaser: - defines, for the purposes of this provision, the terms set forth below as follows: "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition; Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract



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Store & Procurement
NEIGHING 01/03/19

Settlement of Disputes

If there is any dispute or differences, the same may be referred to Director, NEIGRIHMS. Director, NEIGRIHMS or his authorized representative shall be the final authority in all disputes and decision taken by the authority will be binding on all concerned. Therefore, the jurisdiction in respect of settlement of disputes in Stores & Civil contracts shall be as per the Commercial Courts, Commercial Division and Commercial Appellate Division of High Courts (Amendment) Ordinance 2018, wherein the provision for pre-institution mediation, has been made mandatory in respective cases by the parties to the disputes.

Name of the Consignee:


Director, North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences, Mawdiangdiang, Shillong -793018 (Meghalaya), INDIA

All other terms & conditions are as per Tender Enquiry No / Offer No.:/

(Kindly refer to the tender /bid document for all required Annexures /Proforma/Forms)

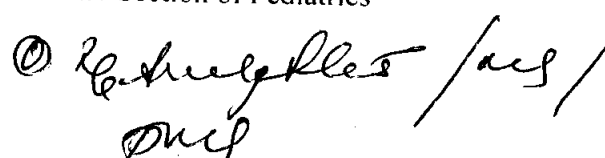
Validated By,

Yours faithfully,


Stores & Procurement Officer,
For and on behalf of Director, NEIGRIHMS, Shillong

Copy to:

Indenting Officer /Inspection authority- Head /Incharge, Department / Section of Pediatrics
Central /Ancillary Store
Biomedical Engineer
Purchase Order Master / Relevant File
Stores Section Record


① *[Handwritten signature]* / *[Handwritten initials]*
[Handwritten initials]

Enclosed:

- Annexure : Manufacturer's Authorization /Acceptance Letter
- Annexure : Details and Cost of Consumables /Reagents /Accessories

