

**Contract**



**Contract No:** GEMC-511687780927185

**Generated Date:** 06-Sep-2021

**Bid/RA/PR No:** GEM/2021/B/1286979

*OT/G - 469/2021-22, dt: 6/9/2021*

<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: Neigrihms, Shillong	<b>Buyer Details</b> <i>P-02/2021-22/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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<b>Financial Approval Detail</b> IFD Concurrence: Yes Designation of Administrative Approval: Director Designation of Financial Approval: DD(A) / S&P/P-02/2021-22/Pt  <i>C-261/2021-22, dt: 2/9/2021</i>	<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
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<b>Seller Details</b> GeM Seller ID: 1A08180000099507 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
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\*GST / Tax invoice to be raised in the name of - Buyer

#	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 : Polyclonal Anti-Human IgM Brand : Biogenix Brand Type : Unbranded Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM	BOQ	AR427 2R	30021019	2	vial	-	15,069.18
2	Product Name : Di-Sodium hydeogen phosphate(Anhydrous) Brand : Merck Brand Type : Unbranded Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM	BOQ	di-Sodium hydrogen phosphate anhydrous for analysis EMPARTA ACS	28352200	15,000	gm	-	16.350
3	Product Name : Tris Base Brand : Himedia Brand Type : Unbranded Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM	BOQ	Tris Buffer Hi AR ACS	29221990	1,000	gm	-	14,770
4	Product Name : Orange G Brand : Himedia Brand Type : Unbranded Catalogue Status : Catalogue not verified by OEM	BOQ	Orange G Hi Cert	32129090	25	gm	-	1,014

*ASB*

*[Handwritten Signature]*

*Dr Vandana for lookar...*  
 ① Prof & ISO D- Pathology  
 ② MS/DMS/ etc medicine  
 ③ NW Review for up...  
 Stores & Procurement Officer  
 NEIGRIHMS Shillong-18

5	Human IgG Brand : Biogenix Brand Type : Unbranded Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM	BOQ	AR050 2R	30021019	2	vial	-	14,253.92
6	Product Name : Sodium Phosphate monobasic(Anhydrous) Brand : Himedia Brand Type : Unbranded Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM	BOQ	Sodium Phosphate Monobasic Monohydrate Hi AR ACS	28352200	12,500	gm	-	14,750
7	Product Name : DPX.mountant(liquid) Brand : Himedia Brand Type : Unbranded Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM	BOQ	DPX Mountant Liquid	38220090	1,000	gm	-	2,280
8	Product Name : SilverNitrate Brand : Merck Brand Type : Unbranded Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM	BOQ	Silver nitrate for analysis EMPARTA ACS	28432100	50	gm	-	8,021.5
9	Product Name : polyclonal Anti-Human C3c complement Brand : Origene Brand Type : Unbranded Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM	BOQ	Complement C3 Goat polyclonal Antibody	38220090	2	vial	-	118,715.7
10	Product Name : Potassium Ferrocyanide Brand : Merck Brand Type : Unbranded Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM	BOQ	Potassium hexacyanoferrate II trihydrate EMPLURA	28372020	500	gm	-	690
11	Product Name : India Ink Brand : Himedia Brand Type : Unbranded Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM	BOQ	Indian Ink	32041990	500	ml	-	33,470
12	Product Name : Hydrochloric acid Concentrated Brand : Merck Brand Type : Unbranded Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM	BOQ	Hydrochloric acid about 37 percent for analysis EMPARTA ACS	28061000	2,500	ml	-	700
13	Product Name : Polyclonal Anti-Human Kappa light Chains Brand : Biogenix Brand Type : Unbranded Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM	BOQ	AM980 2M	30021019	2	vial	-	14,950.64
	Product Name : Polyvinyl alcohol(Cold water soluble) Brand : Merck							

	<b>Selling As</b> : Reseller not verified by OEM							
15	<b>Product Name</b> : ANA Kit <b>Brand</b> : Human Germany <b>Brand Type</b> : Unbranded <b>Catalogue Status</b> : Catalogue not verified by OEM <b>Selling As</b> : Reseller not verified by OEM	BOQ	IMTEC ANA Screen ITC60001	38220019	480	Test	-	43,310.4
16	<b>Product Name</b> : Glacial acetic acid <b>Brand</b> : Merck <b>Brand Type</b> : Unbranded <b>Catalogue Status</b> : Catalogue not verified by OEM <b>Selling As</b> : Reseller not verified by OEM	BOQ	Acetic acid glacial 100 percent for analysis EMPARTA	29152100	7,500	ml	-	3,525
17	<b>Product Name</b> : Polyclonal Anti-Human Lambda light Chains <b>Brand</b> : Biogenix <b>Brand Type</b> : Unbranded <b>Catalogue Status</b> : Catalogue not verified by OEM <b>Selling As</b> : Reseller not verified by OEM	BOQ	AR049 2R	30021019	2	vial	-	11,597.64
18	<b>Product Name</b> : Hematoxylin powder <b>Brand</b> : Himedia <b>Brand Type</b> : Unbranded <b>Catalogue Status</b> : Catalogue not verified by OEM <b>Selling As</b> : Reseller not verified by OEM	BOQ	Hematoxylin Stain Hi cert	321290920	75	gm	-	28,550.25
19	<b>Product Name</b> : Polyclonal RabbitAnti-Human IgA <b>Brand</b> : Biogenix <b>Brand Type</b> : Unbranded <b>Catalogue Status</b> : Catalogue not verified by OEM <b>Selling As</b> : Reseller not verified by OEM	BOQ	AR045 2R	30021019	2	vial	-	18,361.72
20	<b>Product Name</b> : Di Ethyl Ether <b>Brand</b> : Merck <b>Brand Type</b> : Unbranded <b>Catalogue Status</b> : Catalogue not verified by OEM <b>Selling As</b> : Reseller not verified by OEM	BOQ	Diethyl ether for analysis EMPARTA ACS	29091100	2,500	ml	-	1,675
21	<b>Product Name</b> : Cryogluce 100ml <b>Brand</b> : Merck <b>Brand Type</b> : Unbranded <b>Catalogue Status</b> : Catalogue not verified by OEM <b>Selling As</b> : Reseller not verified by OEM	BOQ	SHH0026-6X120ML	28432100	8	vial	-	217,846.88

Total Order Value (in INR) **598,161.83**

**Consignee Detail**

S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
		Tris Base	-	1,000	06-Sep-2021	06-Oct-2021
		DPX.mountant(liquid)	-	1,000	06-Sep-2021	06-Oct-2021
		India Ink	-	500	06-Sep-2021	06-Oct-2021
		ANA Kit	-	480	06-Sep-2021	06-Oct-2021
		Polyclonal RabbitAnti-Human IgA	-	2	06-Sep-2021	06-Oct-2021
		Polyclonal Anti-Human IgM	-	2	06-Sep-2021	06-Oct-2021

AD

State of Karnataka  
  
 Bangalore

Designation: -  
Email ID:  
con20.neigrihms.ml@gembuyer.in  
Contact: 0364-2538042-  
GSTIN: -  
Address: P.O. NEIGRIHMS,  
Mawdiangdiang, Shillong,  
EAST KHASI HILLS, MEGHALAYA-793018,  
India

Polyclonal Anti-Human Kappa light Chains	-	2	06-Sep-2021	06-Oct-2021
Polyclonal Anti-Human Lambda light Chains	-	2	06-Sep-2021	06-Oct-2021
Cryogluce 100ml	-	8	06-Sep-2021	06-Oct-2021
Orange G	-	25	06-Sep-2021	06-Oct-2021
SilverNitrate	-	50	06-Sep-2021	06-Oct-2021
Hydrochloric acid Concentrated	-	2,500	06-Sep-2021	06-Oct-2021
Glacial acetic acid	-	7,500	06-Sep-2021	06-Oct-2021
Di Ethyl Ether	-	2,500	06-Sep-2021	06-Oct-2021
Di-Sodium hydeogen phosphate(Anhydrous)	-	15,000	06-Sep-2021	06-Oct-2021
Sodium Phosphate monobasic(Anhydrous)	-	12,500	06-Sep-2021	06-Oct-2021
Potassium Ferrocyanide	-	500	06-Sep-2021	06-Oct-2021
Polyvinyl alcohol(Cold water soluble)	-	500	06-Sep-2021	06-Oct-2021
Hematoxylin powder	-	75	06-Sep-2021	06-Oct-2021

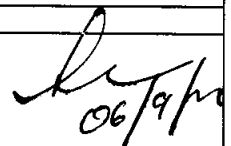
### Specification 1

**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.



Store & Procurement Officer  
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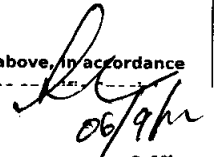
**Corrigendum**

1. **Extended Upto** : 2021-07-02 14:00:00
2. **Extended Upto** : 2021-07-09 14:00:00
3. **Extended Upto** : 2021-07-12 14:00:00
4. **Extended Upto** : 2021-07-15 14:00:00
5. **Extended Upto** : 2021-07-16 14:00:00
6. **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) available at the GTC portal (unless otherwise specified by Goods / Services)



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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 Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

2.3 Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 2 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

2.4 Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

2.5 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.

2.6 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 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.

2.8 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.

2.9 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.

2.10 Shelf Life: The Product to be supplied must have minimum 2 year or more Shelf Life. On the date of supply, minimum 1/6 of the life should not have expired on supply usable shelf life should be available / balance.

2.11 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.

2.12 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.

2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.

3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

2.13 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

**2.14 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.

**2.15 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.

**2.16 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.**

**2.17 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.

**2.18 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.**

**2.19 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/DGCI certified. Samples to Ms Jasmine-Pahtology within closing date. Fno.NEIGR/P-02/21-22**

**2.20 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.**

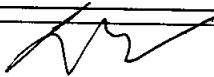
**2.21 For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:**  
a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.  
b. Execution certificate by client with order value.  
c. Any other document in support of order execution like Third Party Inspection release note, etc.

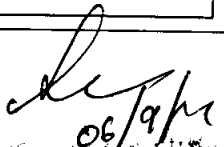
**2.22 The Bidder / OEM (themselves or through reseller(s)), should have executed project for supply and installation / commissioning of same or similar Category Products during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria:**

- (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.**



  
06/9/21  
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