

OT/G-22/2022-23, dt: 7/4/2022

Sanction No: 5116877411782

Sanction Date: 07-Apr-2022

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**

*B-01/2016-17/Pt II*  
 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-15/2022-23, dt: 6/4/2022*

Designation of official providing Administration approval: Director, Head of Dept  
 IFD Concurrence / Competent Authority (HOD / Head of Office) Approval Required? YES  
 Budget availability YES  
 Designation of official providing Financial approval: DD(A) & DDO; B-01/2016-17/Pt II

**Seller Details**

Company Name: Elke Drugs Distributor  
 Email ID: elkedrugs@yahoo.com  
 Address: Elke Drugs Distributor  
 SHILLONG  
 MEGHALAYA - 793003

**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	Lyphocheck Immunoassay Plus Control Level 1	IA2638	156	ml	317.32	49501.92
2	Lyphocheck Immunoassay Plus Control Level 2	IA2639	156	ml	317.32	49501.92
3	Lyphocheck Immunoassay Plus Control Level 3	IA2640	156	ml	317.32	49501.92
4	Anti Polymer HRP DAB Secondary Kit with power Block	PEH002	1000	Test	61.6	61600.0
Total Order Value (in INR)						210105.76

**Consignee Details**

S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
	Rudolf Lyngdoh con20.neigrihms.ml@gembuyer.in	Lyphocheck Immunoassay Plus Control Level 1		156	07-Apr-2022	07-May-2022
		Lyphocheck Immunoassay Plus Control Level 2		156	07-Apr-2022	07-May-2022

*DDA/DR/SAO / M/Rama*  
*MS/DR/eg neigrihms*  
*OTW Shree / Dr. Harendra*  
 NEIGRIHMS, Shillong-793018

P.O. NEIGRIHMS,  
Mawdiangdiang, Shillong  
EAST KHASI HILLS  
MEGHALAYA - 793018

Lyphocheck Immunoassay Plus Control Level 3	-	156	07-Apr-2022	07-May-2022
Anti Polymer HRP DAB Secondary Kit with power Block	-	1000	07-Apr-2022	07-May-2022

**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.

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**Contract**



**Contract No:** GEMC-511687741178261

**Generated Date:** 07-Apr-2022

**Bid/RA/PR No:** GEM/2022/B/1963433

*07/G-22/2022-23, dt: 7/4/2022*

**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**

*B-01/2016-17/Pt II*  
 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, Head of Dept  
 Designation of Financial Approval: DD(A) & DDO; B-01/2016-17/Pt II

**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-15/2022-23, dt: 6/4/2022*

**Seller Details**

GeM Seller ID: 89BD180000108042  
 Company Name: Elke Drugs Distributor  
 Contact No.: 08794707022  
 Email ID: elkedrugs@yahoo.com  
 Address: BLOCK 3,NONGRIMBAH,NEAR BEAT HOUSE,LAITUMKHAH,  
 SHILLONG, MEGHALAYA-793003, -  
 MSME verified: Yes  
 MSME Registration number: UDYAM-ML-04-0000023  
 MSE Social Category: ST  
 MSE Gender: Female  
 GSTIN: 17ABOPL872A1ZJ

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

**Product Details**

#	Item Description	Ordered Quantity	Unit	Unit Price (INR)	Tax Bifurcation (INR)	Price (Inclusive of all Duties and Taxes in INR)
1	<b>Product Name :</b> Lyphocheck Immunoassay Plus Control Level 1 <b>Brand :</b> Randox <b>Brand Type :</b> Unbranded <b>Catalogue Status :</b> Catalogue not verified by OEM <b>Selling As :</b> Reseller not verified by OEM Category Name & Quadrant : BOQ (Q3) IA2638 38220090	156	ml	317.32	NA	49,501.92
2	<b>Product Name :</b> Lyphocheck Immunoassay Plus Control Level 2 <b>Brand :</b> Randox <b>Brand Type :</b> Unbranded <b>Catalogue Status :</b> Catalogue not verified by OEM <b>Selling As :</b> Reseller not verified by OEM Category Name & Quadrant : BOQ (Q3) IA2639 38220090	156	ml	317.32	NA	49,501.92
3	<b>Product Name :</b> Lyphocheck Immunoassay Plus Control Level 3 <b>Brand :</b> Randox <b>Brand Type :</b> Unbranded <b>Catalogue Status :</b> Catalogue not verified by OEM <b>Selling As :</b> Reseller not verified by OEM Category Name & Quadrant : BOQ (Q3) IA2640 38220090	156	ml	317.32	NA	49,501.92
4	<b>Product Name :</b> Anti Polymer HRP DAB Secondary Kit with power Block <b>Brand :</b> Pathnsitu Biotechnologies <b>Brand Type :</b> Unbranded <b>Catalogue Status :</b> Catalogue not verified by OEM <b>Selling As :</b> Reseller not verified by OEM	1,000	Test	61.6	NA	61,600

*[Signature]*  
61,600

Category Name & Quadrant : BOQ (Q3)  
 PEH002  
 30021099

Total Order Value (in INR)

210,105.76

**Consignee Detail**

S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: - Email ID: con20.neigrihms.ml@gembuyer.in Contact: 0364-2538042- GSTIN: - Address: P.O. NEIGRIHMS, Mawdiangdiang, Shillong, EAST KHASI HILLS, MEGHALAYA-793018, India	Lyphocheck Immunoassay Plus Control Level 1	-	156	07-Apr-2022	07-May-2022
		Lyphocheck Immunoassay Plus Control Level 2	-	156	07-Apr-2022	07-May-2022
		Lyphocheck Immunoassay Plus Control Level 3	-	156	07-Apr-2022	07-May-2022
		Anti Polymer HRP DAB Secondary Kit with power Block	-	1,000	07-Apr-2022	07-May-2022

**Specification 1**

Specification Document

Buyer BOQ Document

Compliance of BOQ Specification And Supporting 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.

**Specification 2**

Specification Document

Buyer BOQ Document

Compliance of BOQ Specification And Supporting 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.

**Specification 3**

Specification Document

Buyer BOQ Document

Compliance of BOQ Specification And Supporting Document

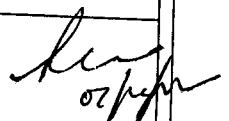
**Note:** Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove 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.

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## Specification 4

### Specification Document

### Buyer BOQ Document

### Compliance of BOQ Specification And Supporting 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

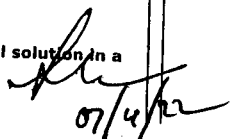
1. Extended Upto : 2022-03-10 14:00:00
2. Extended Upto : 2022-03-18 14:00:00
3. Extended Upto : 2022-03-21 14:00:00
4. Extended Upto : 2022-03-24 14:00:00

## 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.

  
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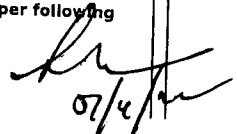
  
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- 2.2 Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.
- 2.3 If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.
- 2.4 Make in india specific authorisation certificate needs to be enclosed.
- 2.5 **Generic:**  
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.
- 2.6 **Generic:**  
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.
- 2.7 **Generic:**  
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 %.
- 2.8 **Generic:**  
End User Certificate: Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.
- 2.9 **Generic:**  
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.
- 2.10 **Generic:**  
Shelf Life: The Product to be supplied must have minimum 1/6 of shelf life Shelf Life. On the date of supply, minimum 1/6 of shelf life usable shelf life should be available / balance.
- 2.11 **Generic:**  
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 **Turnover:**  
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.
- 2.13 **Turnover:**  
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.
- 2.14 **Purchase Preference (Centre):**  
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
- 2.15 **Purchase Preference (Centre):**  
Procurement under this bid is reserved for purchase from Micro and Small Enterprises whose credentials are validated online through Udyog Aadhaar for that product category. If the bidder wants to avail the reservation benefit, 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.
- 2.16 **Certificates:**  
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 **Certificates:**  
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 **Certificates:**  
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 **Past Project Experience:**  
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.
- 2.20 **Past Project Experience:**  
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

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- (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

2.21 Buyer Added Bid Specific ATC  
Buyer Added text based ATC clauses

Please refer PDF File for details

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

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REGISTRATION, SHARANG-795018