

# Contract

GeM

e Marketplace

OT/G - 800/2022-23, dt: 2/11/2022

Contract No: GEMC-511687743725826

Generated Date: 28-Oct-2022

Bid/RA/PBP No.: GEM/2022/B/2449509

Schedule Name: Schedule 1, Schedule 2, Schedule 3, Schedule 4

## 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-09/2020-21/Pt I  
Designation: Jinthuilu  
Contact No.: -8974990292-  
Email ID: buycon3.neigrihms.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  
Designation of Financial Approval: Deputy Director S-09/20-21 Pt 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

C-380/2022-23, dt: 27/10/2022

## Seller Details

GeM Seller ID: 1A0B180000099507  
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: Yes  
MSME Registration number: UDYAM-ML-04-0001269  
MSF Social Category: ST  
MSF Gender: Female  
GSTIN: 17AAWPW5394H1ZN

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

## Product Details

#	Item Description	Ordered Quantity	Unit	Unit Price (INR)	Tax Bifurcation (INR)	Price (Inclusive of all Duties and Taxes in INR)
1	Product Name : Anti nuclear antibody ANA Kits Brand : Human, Germany Brand Type : Unbranded Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM Category Name & Quadrant : BOQ (Q3) Model: Imtec-ANA Screen 96 T HSN Code: 3822	8	96 test	7,694.45	NA	61,555.6
2	Product Name : Hemospot Brand : Coral Clinical System Brand Type : Unbranded Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM Category Name & Quadrant : BOQ (Q3) Model: Hemospot 50 test HSN Code: 3822	5	ml	974.4	NA	4,872
3	Product Name : Aluminium Potassium Sulphate AR Brand : HiMedia Laboratories Pvt Ltd Brand Type : Unbranded Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM Category Name & Quadrant : BOQ (Q3) Model: Aluminium Potassium Sulphate Dodecahydrate Hi- AR HSN Code: 2833	5	500gm	684.4	NA	3,422
	Product Name : Sodium Chloride AR Brand : HiMedia Laboratories Pvt Ltd Brand Type : Unbranded					

① Ref of HOP-Pathology @ M Vardana  
② vs/mys/20 needed after for Bulsa  
③ DORH/2022 for HOP  
④ as Remun for replacement in laboratory

4	Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM Category Name & Quadrant : BOQ (Q3) Model: Sodium Chloride Hi- AR HSN Code: 2828	10	500gm	240	NA	2,400
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Total Order Value (in INR)	72,249.6
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#### 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	Anti nuclear antibody ANA Kits	-	8	28-Oct-2022	12-Nov-2022
		Hemospot	-	5	28-Oct-2022	12-Nov-2022
		Aluminium Potassium Sulphate AR	-	5	28-Oct-2022	12-Nov-2022
		Sodium Chloride AR	-	10	28-Oct-2022	12-Nov-2022

#### Specification 1

<u>Specification Document</u>
<u>Buyer BOQ Document</u>
<u>Compliance of BOQ Specification And Supporting Document</u>

**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

<u>Specification Document</u>
<u>Buyer BOQ Document</u>
<u>Compliance of BOQ Specification And Supporting Document</u>

**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

<u>Specification Document</u>
<u>Buyer BOQ Document</u>
<u>Compliance of BOQ Specification And Supporting Document</u>

**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 4

<u>Specification Document</u>
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## 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 : 2022-08-31 17:00:00

### Terms and Conditions

#### 1. General Terms and Conditions-

- 1.1 This contract is governed by the General Terms and Conditions, conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 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) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

#### 2. Buyer Added Bid Specific 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 If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.
- 2.3 Make in india specific authorisation certificate needs to be enclosed.

#### 2.4 Generic:

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.

#### 2.5 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:

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

#### 2.7 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.

#### 2.8 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.

#### 2.9 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

#### 2.10 Purchase Preference (Centre):

Procurement under this bid is reserved for purchase from Micro and Small Enterprises whose credentials are validated online through UDYAM Registration /Udyog Aadhaar (as validated by Government from time to time) 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. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.



#### 2.11 Purchase Preference (Centre):

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.

#### 2.12 Purchase Preference (Centre):

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

#### 2.13 Purchase Preference (Centre):

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

#### 2.14 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.

#### 2.15 Certificates:

ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.

#### 2.16 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.

#### 2.17 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.

#### 2.18 Certificates:

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): Certificate of Analysis.

#### 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
- (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

Submit samples of offered store for demonstration to In-Charge Medical store NEIGRIHMS HOSPITAL (0364-2539210) within closing date failing which e-bid shall not evaluated.

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.





OT/G-800/2022-23, dt: 2/11/2022

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	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	S-09/2020-21/Pt I Name: Derenamai Jinthuiliu Designation: Jinthuiliu Email ID: buycon3.neigrihms.ml@gembuyer.in GSTIN: Address: P.O. NEIGRIHMS, Mawdiangdiang, Shillong EAST KHASI HILLS MEGHALAYA - 793018

Financial Approval Detail C-380/2022-23, dt: 27/10/2022

Designation of official providing Administration approval:	Director
IFD Concurrence / Competent Authority (HOD / Head of Office) Approval Required?	YES
Budget availability	YES
Designation of official providing Financial approval:	Deputy Director S-09/20-21 Pt I

## Seller Details

Company Name:	ARTI ENTERPRISE
Email ID:	artiwallang@gmail.com
Address:	ARTI ENTERPRISE east khasi hills 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	Anti nuclear antibody ANA Kits	Imtec-ANA Screen 96 T	8	96 test	7694.45	61555.6
2	Hemospot	Hemospot 50 test	5	ml	974.4	4872.0
3	Aluminium Potassium Sulphate AR	Aluminium Potassium Sulphate Dodecahydrate Hi-AR	5	500gm	684.4	3422.0
4	Sodium Chloride AR	Sodium Chloride Hi- AR	10	500gm	240.0	2400.0
Total Order Value (in INR)						72249.6

## Consignee Details

  

S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Rudolf Lyngdoh con20.neigrihms.ml@gembuyer.in P.O. NEIGRIHMS, Mawdiangdiang, Shillong EAST KHASI HILLS MEGHALAYA - 793018	Anti nuclear antibody ANA Kits	-	8	28-Oct-2022	12-Nov-2022
		Hemospot	-	5	28-Oct-2022	12-Nov-2022
		Aluminium Potassium Sulphate AR	-	5	28-Oct-2022	12-Nov-2022
		Sodium Chloride AR	-	10	28-Oct-2022	12-Nov-2022

#### Terms & Conditions

- 1. This issues under the power delegated to Ministries/Department of the Government of India/organization/state vide Annexure to schedule V of the Delegation of Financial Power Rules, 1978 as amended from time to time or as per applicable delegation of financial power rules as approved and amended time to time by the competent authority of the buyer organization.

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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