NEIGRIHMS

North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences, Shillong (An Autonomous Institute, Ministry of Health and Family Welfare, Government of India) Director's Block, GPO Post Bag No.92, Mawdiangdiang, Shillong 793 018, Meghalaya

Store & Procurement: Tele Fax: (0364) 2538032 Email: storeneigrihms(a)gmail.com

Website: neigrihms.gov.in

F. No: NEIGR/S&P/S-06/2021-2022/Pt

Dated: 15/04/2023

To, M/s Baxter (India) Pvt Ltd 5th Floor,Tower-A,Building No-9 Cyber City, DLF Phase III Gurgaon-122002 Email: baxsolutions_india@baxter.com

Ph. No: 0124-4500200

Sub: Provisional letter of Intent /Award -Rate Contract for Drugs/ Medicine for the Institute .

Our Open Tender No: NEIGR/S&P/OT/E-04/22-23 dated 29.11.2022 and your offer in response to our tender. Ref:

Sir.

- With reference to your bid and in accordance with the terms, conditions of the tender document and this letter of intent, the Institute is pleased to offer a rate contract for Drugs /Medicine /Crystalloids w.e.f. 15th April 2023, for the items and cost listed at Annexure "A".
- The tendered rates and the validity of bids shall be for a period of two years from the date of Award, extendable up to 6 months, or till the finalization of next tender, whichever is later. It may be made clear that the said contract period may be extended on the option of the Director, NEIGRIHMS, if situation warrants till the finalization of the next tender, subject to satisfactory performance; However, the Institute reserves the right to terminate the contract with one month notice.
- The Accepting officer reserves the right to subject the sample (if applicable) to a second inspection by the nominated authority of the Director and may reject them if not found conforming to the specification, even if the same had been accepted by the normal inspection authority.
- On insistence, the vendor/contractor, the supplier should be in a position to submit quality assurance certificate from the competent authority. Stores will be accepted subject verification and Inspection by the competent authority / inspecting agency at NEIGRIHMS, Shillong.
- The terms and conditions of the tender and the agreement executed will be binding on the vendor. This offer is being issued in accordance with the terms & conditions of NEIGRIHMS / Government of India and in the manner specified herein shall operate to create a specific contract between the vendors (with whom the contract referred to) on one part and NEIGRIHMS, Shillong, on the other part.
- The stores supplied will be as per the desired specification, as per WHO / ISO /GMP/ISI /CE/ BIS standards, as applicable to each category.
- *** In the event of failure on the part of the vendor to provide adequate service /delay in supply, then, necessary action will be taken by the management of NEIGRIHMS. If there is any complaint against the vendor, the vendor shall be afforded an opportunity to furnish explanation within 7 (seven) days. If the explanation is not satisfactory, the appropriate authority reserve the right to terminate /discontinue the contract and take suitable action deemed fit in the interest of the Institute.
- 7. Transit insurance shall be borne by the vendor / supplier/contractor, inclusive of handling within the Institute's premises, till the completion of final inspection and acceptance.
- The agency shall undertake to sign the contract agreement within 15 (fifteen) days from the date of issue of the letter of acceptance/Intent, failing which Earnest money deposit may be forfeited. However, successful bidder shall execute an agreement on non - judicial stamp paper of value of Rs. 100/- (stamp duty to be paid by the bidder).

- Provision of samples for inspection/second inspection, shall be provided by the supplier/vendor/contractor within the cost indicated In case of decrease in rate, supplies should be in accordance with the decreased rates. Vendors are required to certify that rates have not reduced during the period of supply.
- 10. In case of decrease in rate, supplies should be in accordance with the decreased rates. Vendors are required to certify that rates have not reduced during the period of supply.
- 11. No work will be allotted to Non-tribal bidder, contractors, Suppliers, stockist, bonded warehouse, private carriage contractors, cooperative societies etc except under a valid trading license issued by the Khasi Hills Autonomous District Council, Shillong.
- 12. Not more than 1/6th of the shelf life should have expired when supplies are received at NEIGRIHMS, Shillong. Bills /invoices for future supplies, if any, during the agreement period should indicate supply order number, date and name of the department of this Institute and other correspondence relating to the supply order.
- 13. Within twenty one (21) days from date of the issue of Notification of Award by the purchaser, the supplier shall furnish performance security, in form of Bank guarantee /Fixed Deposit or extended call deposit pledge in favour of Financial Adviser, NEIGRIHMS, to the purchaser for an amount of Rs 25,000.00 (Twenty Five thousand only), valid up to sixty days after the date of completion of all contractual obligations by the supplier or option shall be open to extend the validity of bid security.
- 14. The stores should be supplied to the Institute based on the functional requirements of the user department and in compliance to the desired specifications, quality and quantity
- 15. The responsive vendor has to provide the details vendor/supplier address, contact no of the authorized representative to be contacted along with awarded stores with cost, warranty, service to be provided etc to the respective deptt/Institute.
- 16. The Invoice will be submitted in quadruplicate to store along with the challan/e-remittance copy duly countersigned by the user department for processing of the Bills of the vendor
- 17. In case of Stores with life:
 - a. Stock should be supplied to this Institute from the latest batch and such stock should have a minimum life period of two years, depending upon the normal potency prescribed thereof.
- b. In the event of such stores not being utilized within their life period, the bidder shall replace the unutilized unexpended stocks by fresh stock without any extra cost.
 - 18. 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. The vendor hereby indemnify that they have no objection to settle the dispute, if any, by the Director, NEIGRIHMS or his authorized representative, being the employee of the Institute.

19. It is hereby agreed that all Terms & Conditions are as per Tender Enquiry No: NEIGR/S&P/OT/E-04/22-23 dated 29.11.2022 forms part of this agreement.

Cartest Agreered to lee sequel,

Yours faithfully,

Store & Procurement officer,

NEIGRIHMS, Shillong

Copy forwarded for Information and necessary action please:

MS. 1.

2. DMS(Medical)

Assistant Professor(Hospital Administration).

4. Accounts Officer.

Chief Nursing Officer.

In Charge medicine store.

Relevant file.

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ItemwiseComparativeStatement

Tender Title: Processing of Drugs /Medicines, for internal consumption by the Institute, for a period of two years, extendable upto 6 months, or till the finalization of the next tender, whichever is later

Tender ID: 2022_NES_726264_1

SLNo	Description of Work / Item(s)	Item Code	Units	Bidder Name	Rate Without Tax	Tax/Dutie s (INR)	Rate With Tax	Bid Rank
75	Desflurane Inhalation	item125	Nos	Baxter India Pvt. Ltd.	8400.00	420.00	8820.00	L1
	Inj Total Parenteral Nutrition (peripheral) 610 cal/1000 ml	item584	Nos	Baxter India Pvt. Ltd.	1892.86	227.14	2120.00	L1
435	Intraperitoneal dialysis solution 2000mL	item618	Nos	Baxter India Pvt. Ltd.	241.00	28.92	269.92	L1
497	Sevoflurane Inhalation 250mL	item704	Nos	Baxter India Pvt. Ltd.	4200.00	210.00	4410.00	L1

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