

INDIAN NON JUDICIAL  
e- Stamp

**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

Email: storeneigrihms@gmail.com

Tele Fax: (0364) 2538032

Website: neigrihms.gov.in

R/C No. NEIGR/S&P/ \_\_\_\_\_

Dated:

An agreement made on this day of \_\_\_\_\_ between the North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences, Shillong through the Director, NEIGRIHMS, Shillong (hereinafter called the 1<sup>st</sup> party), of the one part and M/s. \_\_\_\_\_ (hereinafter called the 2<sup>nd</sup> party) of the other part.

Distribution: (on next page)

Authorized Signatory of Principal/ Manufacturer    Stores & Procurement Officer    M/s \_\_\_\_\_

## NEIGRIHMS

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(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

### Rate Contract No: NEIGR/S&P/-----

Subject: Rate contract for Purchase of various surgical items at NEIGRIHMS for Two years rate contract basis.

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### WITNESSETH AS FOLLOWS

1. This Rate contract is for **“Purchase of various surgical items on two years rate contract basis at NEIGRIHMS”**.
2. **Term of contract:** That the tenure of this agreement shall be from \_\_\_\_\_ to \_\_\_\_\_ (Two years both days inclusive) thereafter the same may be extended/ renewed in writing at the option of the First Party on the terms and conditions as mutually agree for a further period not exceeding one year and acceptable to both parties of this agreement. The second Party must provide an undertaking to supply the items at the approved rate during the extended period.
3. **The Rate contract/ Agreement is non- transferable.** That the Second Party shall not assign, sub- contract, sub- let the work assigned in any manner.
4. That the articles shall be the exact specified quality, kind, description and specification as demanded.
5. The 2<sup>nd</sup> Party have to furnish the performance security within 30 days of issue of contract for due performance of the contract. The performance security will be for an amount of 10% of the contract value in Indian Rupees in form of Demand Draft/ bank Guarantee in favour of Director, NEIGRIHMS. Failure to furnish performance security in time would entail forfeiture of EMD/ Bid Security and the cancellation of the contract. EMD/ Bid Security will be refunded to the successful tenders after receiving the performance security on request in writing along with original deposit receipt issued by this Institute alternatively the EMD amount can be adjusted with the performance security. In the event of failure on the part of the 2<sup>nd</sup> party to supply the goods in accordance with the terms laid down in this contract the deposit shall be forfeited in full or in part and the name of the firm shall be removed from the list of the supplier, it is at the discretion of the Director, NEIGRIHMS, Shillong. It is the binding and responsibility to the 2<sup>nd</sup> party for any loss that may arise to the 2<sup>nd</sup> party by the said forfeiture.
6. The said Officer can reject any or all of the materials supplied without assigning any reasons, if in his opinion the materials supplied do not comply with the specifications, quality, etc., his decision shall be final and conclusive and the 2<sup>nd</sup> party shall not be competent to question such decision. In the event of the said articles being rejected or not being supplied in the aforesaid manner the said Officer shall be at liberty to arrange to procure the same or such other articles required in that behalf at the cost and risk of the 2<sup>nd</sup> party and the 2<sup>nd</sup> party shall on demand pay to the Director, NEIGRIHMS, such charges/ expenses as may be incurred as deemed fit, which would be considered as liquidated damages for non- supplied inconvenience caused to the Institute for non- supplied, belated supplies/ rejections. The decision shall be binding on the 2<sup>nd</sup> party.

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7. On breach of any conditions of the agreement, 1<sup>st</sup> party shall be at liberty to terminate this contract without prejudice to the 1<sup>st</sup> party's right to make purchase at contract's risk and realize the liquidated damages as mentioned in Clause No.03 above for the breaches or failures committed up to such termination of the contract.
8. If the 2<sup>nd</sup> party fails to render that timely service effect timely supplies to the satisfaction of the said officer, or if the contract is terminated due to the fault of the 2<sup>nd</sup> party, a new rate contract would be entered into for the unexpired portion of the original contract and the 2<sup>nd</sup> party shall be liable to pay the 1<sup>st</sup> party as under:-
  - a. The extra expenses incurred in carrying on the services/ supplies during the remaining un- expired period of this contract viz. During the period beginning from the date of such termination of this contract and the last date of this contracted period.
  - b. Incidental charges for affecting a new contract.

N.B.: This can, however, be waived off by the 1<sup>st</sup> party at his discretion under special conditions.

9. The 2<sup>nd</sup> party shall not be directly concerned in any way to deal with Officers or other persons employed by under the authority of the Director, NEIGRIHMS, Shillong for making the supply hereby contracted for, nor shall the 2<sup>nd</sup> party directly or indirectly give or provide to give or pay any persons or any Department/ Constituent unit of the NEIGRIHMS, any money as gratuity or reward for any matter or thing in connection with performance of the said contract.
10. The 2<sup>nd</sup> party shall in no way assign, this contract in any manner of form or allow any manner of form or allow any other persons or group of the persons to interfere in the arrangement or performance of the contract thereof without in express permission of the Director, NEIGRIHMS, Shillong in writing.
11. The terms and conditions attached to the tender shall be considered as part and parcel of this contract and will be considered to have been included in the contract for all purposes.
12. The 2<sup>nd</sup> party shall refer the bills in triplicate duly pre- receipted, the articles supplied within 15 days after the delivery of the articles, in default of which the 1<sup>st</sup> party is liable to forfeit any part or value of the supply for which the bills have not been referred.
13. Any failure of the omission to carry out the provisions of the contract by the supplier shall not give rise to any claim by any party, one against the other, if such failures of omission or arises from act of God, which shall include all acts of natural calamities such as fire, flood, earthquakes, hurricanes or any pestilence or from civil strikes, riots, embargoes or from any political or other reasons beyond the supplier's contract including war (Whether declared or not) civil, war or state or insurrection, provided that notice or the occurrence of such event which could be attributed to force majeure conditions.
14. The Director, NEIGRIHMS, Shillong, shall pay or caused to be paid for such approved articles only as shall be supplied by the 2<sup>nd</sup> party on behalf of the 1<sup>st</sup> party under or by virtue, of this agreement at the rates and prices more particularly specified, and contained in the Schedule 'A' enclosed herewith.
15. The awarded contract may be extended for further one year or its part thereof on mutual agreement of both parties.
16. In case of default Institute will have the right to procure the ordered item from open market/ another party at their own risk and expenses under risk purchase clause.

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17. In case of non supply of material within the due date i.e. within the date of delivery, the Director, NEIGRIHMS, Shillong will have the right to impose penalty as deemed fit to resort to risk purchase in full or part thereof at his/ her discretion, his/ her decision shall be final and binding.
18. GST & other such levy imposed by the Govt. of India from time to time will be authorized with adequate proof thereof.
19. No payment shall be made for rejected material. The second party would remove rejected items within two weeks of the date of rejection at their own cost and replace immediately. In case these are not removed, these will be auctioned at the risk and responsibility of the suppliers without any further notice.
20. Rates should be quoted strictly as per the tender specifications and should be valid for a period of minimum two- year or till the fresh tender is finalized in Store section.
21. It will be the prerogative of the Institute to place the supply order for the whole lot/ item or in piecemeal basis depending upon the requirement of the Institute.
22. The 1<sup>st</sup> party shall not be bound to take any or all the items contracted, by giving 21 days notice without assigning any reason thereof and shall not be bound for any damages in that behalf. The 2<sup>nd</sup> party shall be required to give two calendar months notices if he desires to discontinue the supply due to force majeure giving adequate reasons thereof.
23. That supply of the subject items should be adequate and in time. If the supplier does not compliance with the condition department will be free to purchase the subject item from the local market to meet the requirement and difference amount will be recovered from the approved supplier.
24. The requirement shown in tender documents is the approximate quantity of goods that can be increased or decreased to any extent depending upon the actual requirement.
25. The supplier shall furnish the following certificates to the Accounts Officer (Stores Accounts) along with each bill for payment for supplier made against in rate contract/ tender.

“I/we certify that the Stores of description identical to the Stores supplied to the Government under the contract against tender here- in have not been offered/ sold by me/ us to any other persons/ organization/ Institution up to date of bill/ the date of completion of supplies against all supply orders placed during the currency of the tender/ the contract/ against tender”.
26. Payment of 2<sup>nd</sup> party for supply of material at NEIGRIHMS shall be made through **RTGS/NEFT. Through RTGS/NEFT & charges incurred for affecting such electronic transfer will be borne by the vendors.**

To make payment through above said mode, in case of cheque, the same will be dispatched through registered post and postal charges shall be deducted from their bills, the vendors/ supplier/ contracts have to submit the following information invariably:

  - I. Name of the Beneficiary
  - II. Bank Account no. of the beneficiary
  - III. IFSC Code of the Bank/ Branch
  - IV. Permanent Account Number (PAN)
27. At the time of receiving supply variation upto  $\pm 5\%$  will be allowed/ acceptable. Variation beyond  $\pm 5\%$  in the supply will not be allowed and supply will be summarily rejected.

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28. Firm is advisable to produce Lab. Test report of supplied items duly tested by Govt. Lab. (wherever applicable) failing which the supply will not be accepted.
29. That supply of the subject items should be adequate in time. If the supplier does not compliance with the condition department will be free to purchase the subject item from the local market to meet the requirement and difference amount will be recovered from the approved supplier.
30. The firm has not been blacklisted in past from any other Organization, if this information found false, action as deemed fit shall be taken against the firm.
31. The price charged for the stress under the reference by the supplier sells the Stores of same/ Institution during the period.  
 “If at any time during the said period the supplier reduces the sale price of such stores or sells such stores to any other person/ organization/ Institution at price lower than the price chargeable, he shall forthwith notify such reduction or sale to the Director, NEIGRIHMS, Shillong, and the price payable for the stores supplied after the date of coming into force of such reduction of sale shall stand correspondingly reduced, otherwise action like forfeiture of security money and removal of the name of the supplier shall be taken”.
32. The supplier shall furnish the following certificates to the Accounts Officer (Stores Accounts) along with each bill for payment for supplier made against in rate contract/ tender.  
 “I/ we certify that the Stores of description identical to the Stores supplied to the Government under the contract against tender here-in have not been offered/ sold by me/ us to any other persons/ organization/ Institution upto date of bill/ the date of completion of supplies against all supply orders placed during the currency of the tender/ the contract/ against tender”.
33. The 2<sup>nd</sup> party cannot charge/ quote more than MRP, in case 2<sup>nd</sup> party, if charged/ quote higher rate for any item more than MRP, the action like forfeiture of security money/ performance bank guarantee and removal of name from the list of supplier shall be taken against the firm.
34. The 2<sup>nd</sup> party shall be bound to supply the rate contract items in their favour in accordance with specification mentioned in the rate contract and approved samples should be valid for a period of minimum two years or till finalization of next tender. Any deviation from specifications shall not be considered at all.
35. The Institute is not authorized to issue C/D forms.
36. In case, 2<sup>nd</sup> party gives a false statement during currency of the contract, shall be disqualified and removed from the rate contract. No business henceforth will be done with the 2<sup>nd</sup> party.
37. If the delivery is not effected on due of 60 days by the 2<sup>nd</sup> party, the 1<sup>st</sup> party will have the right to impose penalty as under:—
- |  |                     |
|--|---------------------|
| A. First Extension for month or part thereof | @2%                 |
| B. Second Extension for an additional month  | @3% of part thereof |
| C. In case of Non- Supply                    | @7.5%               |
- Or
- D. In case of Default Institute will have the right to procure the ordered items from open Market/ Another party at their own risk and expenses under risk purchase clause.
38. The Director, NEIGRIHMS, Shillong shall be the final authority to reject full or any part of the supply which is not confirming to the specification and other terms and conditions.

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39. Firm has to submit the test report for items categorized as drug items only as per provision of Drugs & Cosmetics Rule of 1945 (The testing report from the manufacturing firm or from Govt. Authorized Laboratory for items categorized under Drugs has to be submitted for each batch along with supplies.
40. If at any time, any question, dispute or difference whatever shall arise between the two parties (Hospital on the one hand and vendor on the other hand) in relation to the purchase either of the parties may give to the other notice in writing the existence of such a question, dispute or difference and the same shall be referred to the two arbitrators, one to be nominated by the director, NEIGRIHMS, and the other to be nominated by the firm. Such a notice of the existence of any question, dispute or difference in connection with this purchase shall be served by either party within 30 days of the beginning of such dispute failing which all rights and claims shall be deemed to have forfeited and absolutely barred.
- Before proceeding with the reference the arbitrators shall appoint/ nominate an Umpire. In the event of the arbitrators not agreeing in their award the Umpire appointed by them shall enter upon the reference and his award shall be binding on the parties. The venue of the arbitrators shall be at NEIGRIHMS. The provision of the Indian Arbitrators & Reconciliation Act, 1996 & of rules framed if under and any statutory modification thereof shall be deemed to apply and be incorporated for the supply, installation and commissioning etc.
- Upon every or any such reference the cost of any incidents to the reference and awards respectively shall be at the discretion of the arbitrators or in the event of their not agreeing of the Umpire appointed by them who may determine the amount thereof or direct the same to be foxed as between solicitors and client or as between parties and shall direct by whom and in what manners the same shall be borne and paid.
41. The court at Meghalaya will have the jurisdiction to try any matter, dispute or reference between the parties arising out of the contract. It is specifically agreed that no court outside and other than court shall have jurisdiction in matter.
42. **Force Majeure:** If at any time during the period of the contract, either party is subject to force majeure, which can be termed as natural disasters or, acts of God etc., which may prevent either party to discharge its obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any, or 21 days, whichever is more, either party may at its option terminate the contract.
43. That the contract shall be cancelled at any time if the second party fails to fulfil the terms and conditions of the contract. The decision of the Director, NEIGRIHMS/ authorized person by the Director, NEIGRIHMS, in this regard shall be final and binding.
44. The Director, NEIGRIHMS, Shillong reserves the right to terminate the contract at any time after giving a month's notice to the Second Party. In case the Second Party desires to terminate the contract during its period of pendency, he shall have to give a notice of three months to the Institute.

In witness where of the parties hereto her upon get their hands the day and the year first above written.

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