	<i>T/G - 328/2025 - 26, dt :</i> अनुबंध Contr	act					
Forest Press	GeM Azacliss omrt Malaotsav	अनुबंध अनुबंध	कम तार	कि Contract No: ( वे]Generated Date	5EMC-51168773208247 e : 27-May-2025 (A/PBP No.: <u>GEM/2024</u>		
प्ररूप   Type : मंत्रालय   Minis विभाग   Depar संगठन का नाम   Organis	•	खरीदार विवरण   पद Designation संपर्क नंबर Contac ईमेल आईडी Email जीएसटीआईएन GS पता Address :	: tNo. 1D :	Markuhain Khoi .: 0364-2538032- mark.khonglahi - P.O. NEIGRIHM	-	,	
आईएफडी सहम प्रशासनिक अनुग Designation वित्तीय अनुमोदन Designation	हति चिवरण   Financial Approval Detail ति] IFD Concurrence : Yes मोदन का पदनाम। Director (File-STOPRO-SA/1/2024-Stores) of Administrative Approval: Director (File-STOPRO-SA/1/2024-Stores) a का पदनाम। Deputy Director of Financial Approval : Deputy Director	<b>भुगतान प्राधिकर'</b> Role: भुगतान का तरीक।  Payment Mode: पद  Designation ईमेल आईडी Email जीएसटीआईएग GS पता Address:	: •				
जेम विक्रैता आइ कंपनी का नाम  संपर्क नंबर Co ईमेल आईडी E पना  Addres एमएसएमई पंज जीएसटीआईएन खरीदार द्वारा स verified by t एमएसई सामार्टि एमएसई सोमार्टि	mail ID : info@medhibrothers.co.in HOUSE NO. 47,HIRANYA MEDHI,ME Kamrup, ASSAM-781036, - tracer संख्या  MSME Registration number : udyam-as-03-0035117 trGSTIN: 18AVMPM7699C12W (B) , (R) त्यापित एमएसएमई स्थिति   MSME Status as buyer : त्रिक क्षेणी   MSE Social Category : General		JGER				
	ाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा GST / Tax in  देश   Delivery Instructions : NA	voice to be ra	ise	d in the name	of - Buyer		
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वितरण नि उत्पाद विवेर उत्पाद का न ब्रांड   Bran- ब्रांड प्रकार   कैरलॉम की कैसे बेचा जा श्रेणी का नाग मॉडल   Moo	र्देश   Delivery Instructions : NA ज Product Details आइटम विवरण Item Description मा  Product Name : hp CIS Sheet Fed scanner, On Site OEM Warranty 5 year	आइटम विवरण  इ Ordered Quantity	auf	इकाई मूल्य   (INR)  t Unit Price (INR)	कर विभाजन (INR)	(INR में सभी शुल्क और कर सहिते)  Price (Inclusive of all Duties and	
वितरण नि उत्पाद विवर उत्पाद का न ब्रांड   Bran- ब्रांड प्रकार   कैरलॉम की कैसे बेचा जा श्रेणी का नाम मॉडल   Mon एचएसएन क	देश   Delivery Instructions : NA जा Product Details जाइटम विवरण   Item Description मा  Product Name : hp CIS Sheet Fed scanner, On Site OEM Warranty 5 year d : hp Brand Type : Registered Brand स्थिति  Catalogue Status: OEM verified catalogue । रस हे  Selling As : OEM verified Reseller म और चतुर्यांश  Category Name & Quadrant : Scanner (V2) (Q2) del: HP ScanJet Pro SJ 2000 52 with 5 years warranty	आइटम विवरण  इ Ordered Quantity	jans Unit	इकाई मूल्य   (INR)  t Unit Price (INR)	कर विभाजन (INR)  Tax Bifurcation (INR)	(INR में सभी शुल्क और कर सहित)  Price (Inclusive of all Duties and Taxes in INR)	
वित्तरण नि उत्पाद विवर उत्पाद का न इंड इ. प्रकार   केटलॉग की केसे बेचा जा श्रेणी का नाग मॉडल   Mon एचएसएन क क्ल ऑर्डर मूल्य	देश   Delivery Instructions : NA ज Product Details अग्रइटम विवरण Item Description मा  Product Name : hp CIS Sheet Fed scanner, On Site OEM Warranty 5 year d : hp Brand Type : Registered Brand स्थिति[Catalogue Status: OEM verified catalogue । रस हे Selling As : OEM verified Reseller न और पतुर्णारा[Category Name & Quadrant : Scanner (V2) (Q2) det: HP ScanJet Pro SJ 2000 52 with 5 years warranty की; JHSN Code: HSN not specified by seller	आइटम विवरण  इ Ordered Quantity	jans Unit	इकाई मूल्य   (INR)] t Unit Price (INR) s 46,000	कर विभाजन (INR)  Tax Bifurcation (INR)	(INR में सभी शुल्क और कर सहिते)। Price (Inclusive of all Duties and Taxes in INR) 1,334,000	

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Varranty and CMC	——————————————————————————————————————	evaluation.			
	Warranty : 2	2 years and CMC 3 years			
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ईपीबीजी विवेरण   ePBG	Detaíl				
लाहकार बैंक   Advisory Bank :				Bank Of Baroda	
पीबीजी प्रतिशत (%)   ePBG Perc	:entage(%):			2.00	
ोली लगाने वाले को बोली के नियमों उ 	ोर शर्तों के अनुसार लागू ईपीबीजी प्रस 	तुत करना होगा  The bidder shall fur	mish ePBG as applicabe	as per bid's terms and conditions	
नियम और शर्ते Terms an	d Conditions				
1. General Terms and Co	nditions-				
1.1 This contract is governe	d by the General Terms and	<u>I Conditions</u> , conditions stipulate	ed to this Product/Service	e as provided in the Marketplace.	
1.2 This Contract between t	he Seller and the Buyer, is fo	or the supply of the Goods and/ o	or Services, detailed in 🖡	ne schedule above, in accordance with the Gener (C) and/ or BID/Reverse Auction Additional Term;	al Terms and s and Conditic
Minimum Wages Act, 19	48, The Payment of Wages /	ensure compliance with all the a Act, 1936, The Payment of Bonus It and Buyer may take suitable ac	s Act, 1965, The Equal Re	les including but not limited to all Labour Laws s muneration Act, 1976, The Payment of Gratuity / act.	uch as The Act, 1972 etc
2. Buyer Added Bid Speci	fic Terms and Conditions-				
2.2 If the agency is register		any Govt/ PSU/ any renowned p en EMD exemption certificate nee s to be enclosed.		g with Supply/ Purchase Order.	
2.4 <i>Buyer Added Bid Specifi</i> Buyer Added text based ATC					
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th bid.

#### 13. Generic

Bidders shall quote only those products (Part of Service delivery) in the bid which are not o bsolete in the market and has at least 3 years residual market life i.e. the offered product s hall not be declared end-oflife by the OEM before this period.

#### 15. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / document s sought in the Bid document, ATC and Corrigendum if any.

#### 16. Generic

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

# **17. Buyer Added Bid Specific ATC**

**Buyer Added text based ATC clauses** 

GEM remarks:

Scope of work & Document details A The following mandatory documents must be attached to the bid document as specified, failing which bid will be treated as" Non-Responsive"

1 Cost of spare parts, consumables and accessories which are not covered under warranty period has to be quoted as a percentage value (Additional Doc 1(Requested in ATC) In the financial document. List of consumables with price frozen for the life of the product, or else will be considered to be covered throughout the warranty period.

2. Documents with regard to the Details compliance statement to be attached At "Additional Doc 2(Requested in ATC)"

3. Documents with regard to Original Literature, Product catalogue, and Technical datashe et from the firm/O.E.M with Highlighting as per the technical specification must be attache d At "Additional Doc 3(Requested in ATC)"

4. Documents with regard to the list of Offering/Quoted items mentioning the make, model & quantity of each item must be "Additional Doc 4(Requested in ATC)" including product-sp ecific certifications like CE/IEC/BIS/ISO or equivalent

**B. Warranty and Maintenance** 

1. Warranty for 5 years including Spares & service for the respected stores listed in this particular tender including third-party items and turnkey works.

2. Mandatory 2 PMs / Year with unlimited breakdown calls have to be attended by the Bidder /manufacturer throughout the warranty period at the site. i.e. NEIGRIHMS, SHILLON G.

3. Duly signed Mandatory PM reports with detailed checklists have to be submitted periodi cally, failing which payment cannot be processed and necessary action will be initiated asp er the terms & conditions of the tender including forfeiture of PBG.

C Scope of work

1. The bidder has to mandatorily quote for all the items /stores mentioned in the Technical Specification & Scope of Work, failing which the bid will be treated as" Non-Responsive"

2. E-bidders have to adhere to the Government of India, Ministry of Finance ,PPD division P ublic procurement order OM F.No.6/18/2019-PPD dated 23rd july,2020 inserting Rule 144(Xi )in GFR 2017 ,No 1 dated: 23/7/2020 and subsequent Orders No 2 & 3,or as amended from t ime to time, failing which the bids shall be treated asnon-responsive.

As per cvc guidelines in case any grievance in Independent External Monitor (IEM) details / contract are as under -

(i) Shri R. Govindarajan,

Flat F4, CAPELLA,

29/10, Arcot Road,

Saligramam, Chennai-600093

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#### Warranty

Jver and above the normal Warranty terms as per GeM GTC, the successful bidder / OEM sh all have to provide Comprehensive Warranty during the per contract.The comprehensive warranty shall be covering the following scope All type of defect, non-functioning, damage, etc (Upload an undertaking with the bid confirming compl iance by the bidder if Bidder is taking onus of this compliance. In case OEM is taking onus o f this compliance, OEM undertaking is to be uploaded along with Bidder undertaking)

27. Past Project Experience

Proof for Past Experience and Project Experience clause For fulfilling the experience criteri a any one of the following documents may be considered as valid proof for meeting the exp erience criteria:

a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supp lies against the invoices have been executed.

b. Execution certificate by client with contract value.

c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experie nce criteria any one of the following documents may be considered as valid proof for meeti ng the experience criteria:

a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supp lies against the invoices have been executed.

b. Execution certificate by client with contract value.

c. Any other document in support of contract execution like Third Party Inspection release note, etc.

28. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online throu gh RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line pa yment shall be in

Beneficiary name

**NEIGRIHMS EMD SECURITY DEPOSITS** 

Account No.

3027020000027

**IFSC Code** 

BARBOMAWDIA

Bank Name

**BANK OF BARODA** 

Branch address

MAWDIANGDIANG, SHILLONG-793018, MEGHALAYA.

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of th e Online Payment Transfer in place of PBG within 15 days of award of contract.

29. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receip t also (besides PBG which is allowed as per GeM GTC). FDF should be made out or pledged i n the name of NEIGRIHMS EMD SECURITY DEPOSITS A/C (Name of the Seller). The bank sho uid certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped al ong with covering letter. Successful Bidder has to upload scanned copy of the FDR docume nt in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer with

30. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Dema nd Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

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	OT/G-321	R/2025-26,		8/6/ on Orde			Sanction No: 511687732082473 Sanction Date: 27-May-2025
Sanction for Suppl	of the competent authority is h y of Goods/Services as per the	ereby conveyed for incurring contract for making payment	an expenditure to the Seller su	of amous bject to d	nt as under eduction of	owards the cost of Purchas IDS as applicable:	e order/Contract placed on the Seller
Organi	sation Details			Buye	r Details	STOPRO- SA	11-2024
Type: Ministry: Departm Organisa Name: Office N	ent: Department of Health and ition North Eastern Indira Gand Sciences (NEIGRIHMS)	,	nd Medical	Name: Désigr Email I GSTIN Addres	ation: D:	Markuhain Khonglah Markuhain Khonglah ASO mark.Phonglah@nic.in P.O. NEIGRIHMS, Mawdiang KHASI HILLS EAST MEGHALAYA - 793018	
Design IFD Co Budge Design IFD/Co IFD/Co	ation of official providing Adminis neurrence / Competent Authority ( Lavailability ation of official providing Financia ation Function/Burlget Hearl of Ac mpetent Authority Diary No mpetent Authority Diary Date: ial Year:	HOD / Head of Office) Approval Lapproval:		Director YES YES	r (File-STOPRC Duector 5-26	<b>5-</b> -SA/1/2024-Stores)	
			MEDHI BROTHI info@medhibro MEDHI BROTH Kamrup ASSAM - 7810	others.co.i ERS	n		
Produc	t Details						
# It	em Description	Model	Ordered Quantity	Unit		Unit inclusive of all d Taxes (in INR)	Total Price (inclusive of all Duties and Taxes (in INR))
i 1 OI	o CIS Sheet Fed scanner, On Site EM Warranty 5 year Ider Value (in INR)	HP Scanjet Pro SJ 2000 S2 with 5 years warranty	29	pieces	46009.0		1334000.0 1334000.0
Consig S.No	nee Details Consignee	ltem		Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	MANAB IYOTI BORKAKOTY consne3.neigrihms.ml@gembuy P.O. NEIGRIHMS, Mawdiangdian Shillong KHASI HILLS EAST MEGHALAYA - 793018		ner, On Site OEM		29	27-May-2025	26-jt#l-202*5
Terms	& Conditions						
F	. This issues under the power d inancial Power Rules, 1978 as a ompetent authority of the buye	nmended from time to time o	ment of the Gov r as per applicat	vernment ble delega	of India/orga ation of finan	nization/state vide Annexu tial power rules as approve	ire to schedule V of the Delegation of ed and amended time to time by the
		n generated file. No signature	is required. Prir	nt out of t	his documen	is not valid for payment/	transaction purpose

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# NEGRIHMS



North Eastern Indira Gandhi Regional Institute of Health & Medical Sciences (An Autonomous Institute, Ministry of Health and Family Welfare, Government of India) Directors Block Mawdiangdiang, Shillong, Meghalaya-793018

Date 27-05-2025

Indent-No: IN05250010

F.No:NA Notification of Award No:GEMC-511687732082473 PO ID:PO05250010 / Approved Date:27-05-2025  $N \in IGR / S \not P / OT / G - 328 / 2025 - 26$ . To

M/s M/S Medhi Brothers, Hengerabari Lichubagan, Bye Lane 2, Guwahati-781036, Tel:7005205136, medhibrothers2015@gmail.com

**Principal:** 

M/s HP India Sales Pvt. Ltd, HP India Sales Pvt. Ltd, Delhi, Tel:99999999999, TEST@TEST.COM

Sub: Processing of scanner for institute with 3 years warranty for department / section of Institute.

Reference:

- Offer No: NA
- Price Justification No:NA
- Price Discount Letter No:NA
- · PO Remarks: Processing of scanner for institute

This Order/Memorandum issues with concurrence of Finance Branch vide their UD No C-758/25-26 Dated 16-05-2025

Dear Sir/Madam,

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With reference to Tender Enquiry No: N/A and your Bid/Offer NA in response an order is hereby placed on you for the complete turnkey contract of supply, transportation, installation, commissioning, provision of technical assistance, after sales service, maintenance service and other such obligations of the tenderer, training at bidders cost and demonstration of Medical equipment at this Institute, as per details indicated herein.

This order which is intended for the supply of the store detailed in the scheduled below, in accordance with the terms & conditions of NEGRIHMS /Government of India and in the manner specified herein, shall operate to create a specific contract between the contractor (with whom the contract referred to and the requisition are placed) on one part and NEGRIHMS, Shillong, on the other part.

Sl. No	Description Of Goods	Unit	Rate Per Unit	Total Amount On(DDP at Consignee Site)				
1	HP CIS Sheet Fed Scanner , (Make:HP India Sales Pvt. Ltd,Model:HP Scanjet Pro SJ 2000 S2 )							
	FOB Price/Ex-factory at Port /Airport of Loading	₹37,720.00						
	Goods & Service Tax (GST)		₹8,280.00	₹240,120.00				
	Total Price for NEGRIHMS rate	e with 3 yea	rs warranty period	₹1,334,000.00				

In words: INR Thirteen Lakbs Thirty Four Thousands Rupees Zero Paise

Total Price for inclusive delivered free (F.O.R) at Central stores / Department at NEIGRIHMS.

Page 1/4

Mawdiangdiang, Shillong - 793018 including loading, unloading, handling, transportation, weighbridge and other unforeseen charges.

Tenderer/ Vendors/ Contractor should note that the following terms and condittions will apply specifically in addition to the Rules and the Regulation as applicable to such purchases in the Government of India.

# Warranty:

The Tenderer warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The Tenderer further warrants that the goods supplied under the contract shall have no defect arising from design, materials (except when the design adopted and / or the material used are as per the purchaser's specifications) or workmanship or from any act or omission of the Tenderer, that may develop under normal use of the supplied goods under the conditions prevailing in India.

This warranty shall remain valid for the period mentioned above, after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the purchaser in terms of the contract, unless specified otherwise in the SCC.

Upon receipt of such notice from the purchaser, the Tenderer shall, within 8 hours on a 24 (hrs) X 7 (days) X 365 (days) basis, repair or replace the defective goods or parts thereof free of cost, at the ultimate destination. The Tenderer shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the same warranty for the rectified /replaced goods shall be applicable from the date such rectified / replaced goods starts functioning to the satisfaction of the purchaser.

The tender / Manufacturer /OEM has provide minimum two mandatory Periodic Preventive mentainance in a year throughout the contract period failing which action will be initiated according to terms & condition of the tender, including forfeiture of the performance bank guarantee.

Delivery Schedule(Supply, Instalation, Testing, Commissioning with turnkey works):

For Indigenous goods or for imported goods if supplied from India: 30 days from date of Notification of Award to delivery at consignee site. (Tenderers may quote earliest delivery period).

For Imported goods directly from foreign:

FOB Contracts- 30 days from the date of opening of L/C. The date of delivery will be the date of Bill of Lading or Airway Bill (Tenderers may quote the earliest delivery period).

DDP Contracts: 30 days from the date of opening of L/C. The date of delivery will be the date of receipt by the consignee as in Consignee Receipt Certificate (Tenderers may quote the earliest delivery period).

Subject to the stipulation, if any, in the bidding document, the Tenderer shall be required to perform the services viz. Installation, commissioning, supervision, demonstration, complete turnkey works, providing required jigs and tools for assembling, Civil works required for the completion of the installation, training of Consignee's Doctors, Staff, operators, etc for operating and maintaining the goods, supplying the required number of operation & maintenance manual for the goods

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Page 2/4 9 Jum

### Liquidated Damages:

If the Tenderer fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the purchaser shall, without prejudice to other rights and remedies available to the purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached, purchaser may consider termination of the contract as per GCC 24. During the above mentioned delayed period of supply and /or performance, the conditions incorporated under GCC sub-clause 22.4 above shall also apply. Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of GCC.

#### Performance Security:

Within thirty (30) days from date of the issue of Notification of Award by the purchaser, the Tenderer, shall furnish Performance Security to the purchaser for an amount equal to percent (0%) of the total value of the contract, valid for a period of sixty days (60) beyond the date of completion of all contractual obligations including the warranty obligations. In the event of any failure /default of the tenderer with or without any quantifiable loss to the government including furnishing of consignee wise Bank Guarantee for CMC security, the amount of the performance security is liable to be forfeited

Performance Security may be furnished in the form of an Account Payee, Demand Draft, Fixed Deposit Receipt / Bank Guarantee from a Commercial Bank. Bid security should be refunded to the successful bidder on receipt of Performance Security.

Bidder /Tenderer are also required to sign the rate contract agreement, within 21 (twenty one) days from the issue of the notification of award, failing which EMD /Bid Security shall be forfeited.

# Payment:

Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of GCC. Payment for domestic goods shall be made in Indian rupees as specified in the GCC clause 21.1. For Imported goods, 90% of the net FOB /CIF price (less Indian Agency Commission) as the case may be, through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country and remaining as per the terms & conditions indicated in GCC clause 21.

#### Corrupt or Fraudulent Practices /Code of Integrity:

It is required by all concerned namely the Consignee/Tenderers/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts and to abide by the Code of Integrity Act, as per GFR 2017. In pursuance of this policy, the Purchaser: - defines, for the purposes of this provision, the terms set forth below as follows: "corrupt practice" means the offering, giving receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition; Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract

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Page 3/4

# 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. Therefore, the jurisdiction in respect of settlement of disputes in Stores & Civil contracts shall be as per the Commercial Courts, Commercial Division and Commercial Appellate Division of High Courts (Amendment) Ordinance 2018, wherein the provision for pre -institution mediation, has been made mandatory in respective cases by the parties to the disputes.

Name of the Consignee:

Director, North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences, Mawdiangdiang, Shillong -793018 (Meghalaya), INDIA

# All other terms & conditions are as per Tender Enquiry No / Offer Nol: / NA

(Kindly refer to the tender /bid document for all required Annexures /Proforma/Forms)

Validated By, Manab 27-05-2025 12:08:42

Yours faithfully,

Stores & Procurement Officer, For and on thehalf of Director, NEIGRIHMS, Shillong

Copy to:

Indenting Officer /Inspection authority- Head /Incharge, Department / Section of Institute O rep ms/ Le O my ms/ Le Central /Ancillary Store **Biomedical Engineer** Purchase Order Master / Relevant File Stores Section Record

Enclosed:

Annexure : Technical Specification

Page 4/4