



Contract

Contract No: GEMC-511687705375592

Generated Date: 30-Jun-2021

Bid/RA/PR No: GEM/2021/B/1265965

OT/G-297/2021-22, dt: 30/06/2021

<b>Organisation Details</b> 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	<b>Buyer Details</b> C-05/2019-20/PT W 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
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<b>Financial Approval Detail</b> IFD Concurrence: Yes Designation of Administrative Approval: Director NEIGRIHMS Shillong and Head of Office Designation of Financial Approval: DDA(A) & DDO-FN, C-05/2019-20/PT III/ C-10/2020- Approval: 21- Covid-19 Budget C-164/2021-22, dt: 30/06/2021	<b>Paying Authority Details</b> 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
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<b>Seller Details</b> GeM Seller ID: B6AA200001396488 Company Name: CEPHEID INDIA PRIVATE LIMITED Contact No.: 09811301498 Email ID: abhishek.gupta@cepheid.com Address: 9th Floor, Paras Twin Towers, Golf Course Road, Revenue Estate, Sector 54, Gurugram, HARYANA-122002, - MSME verified: No GSTIN: 06AAFCC3879H1ZG	~ COVID - 19 ~ BUDGE - CB - NAAT
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\*GST / Tax invoice to be raised in the name of - Buyer

#	Item Description	Category Name	Model	HSN Code	Ordered Quantity	Unit	Price (Inclusive of all Duties and Taxes in INR)
1	<b>Product Name</b> : Xpert Xpress SARS-CoV-2 <b>Brand</b> : Cepheid Xpert <b>Brand Type</b> : Registered Brand <b>Catalogue Status</b> : Catalogue not verified by OEM <b>Selling As</b> : Reseller not verified by OEM	CBNAAT Xpert SARS COV-2 PCR test kit	XPRSARS-COV2-10	HSN not specified by seller	300	pieces	575,505
Total Order Value (in INR)							575,505

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	Xpert Xpress SARS-CoV-2	-	300	30-jun-2021	15-jul-2021

Specification	Sub-Spec	Value
	reports transmitted through	LIS ①
	Operating principle	automated and integrated Real time PCR ②
	Hands on time	2 ③
	Result time (minute)	As soon as 30 minutes for positive and 45 minutes for negative test result ④
	Guideline as per	ICMR ⑤

Statistical Assistant  
NEIGRIHMS Shillong  
Storekeeper  
NEIGRIHMS Shillong  
Statistical Assistant  
NEIGRIHMS Shillong  
Storekeeper  
NEIGRIHMS Shillong

General features	Working principle	Xpert Xpress SARS-CoV-2 test is a real-time RT-PCR test run on the GeneXpert (CBNAAT) System and is intended for the qualitative detection of nucleic acid from the SARS-CoV-2 in nasopharyngeal swab, nasal swab, or nasal wash/aspilate specimen collected from individuals who are suspected of COVID-19 infection.
	assay control type	Onboard Probe Check Control (PCC) and Sample Processing Control (SPC)
	Number of target	2
	Cartidges type	self-contained
	Certifications	ICMR
	Safety Standards Applicable or not	Yes
	Sample type	nasopharyngeal swab
	sample volume	300microl/test
Packaging details	Packaging type	cartridges
	Packaging size,tests per kit	10
Enviromental conditions	Reagent Kit Storage, deg celcius	Feb-28
	Sample storage temperature, deg celcius	Nasopharyngeal swab, nasal swab and nasal wash/aspilate specimens can be stored in viral transport medium or saline, at room temperature (15-30 Degree C) for up to 8 hours and refrigerated (2-8 Degree C) up to 7 days until testing is performed on the GeneXpert Instrument Systems.
Warranty/services	Shelf-life	12
Certification	Availability Of Complete And Satisfactory Type Test Report From Central Govt/ Nabl/ Ilac Accredited Laboratory To Prove Conformity To The Specificatio	Yes
	Name Of Lab Where Test Conducted	NIV, Pune
Test Reports	Copies Of Reports And Certifications To Be Furnished To Buyer On Demand At Time Of Supplies	Yes
	Test Certificate Number And Date	Inf/Covid-19/Evaluation/2020-10, Apr 14, 2020
Throughput	Throughput	GeneXpert Systems can be configured with a varying number of modules, or test bays, to meet the volume requirements of any setting. Smaller GeneXpert Systems are configured with 2 or 4 modules - meaning up to four different tests can be run at one time with a total capacity of running over 100 tests per day. The largest GeneXpert System is configured with up to 80 modules - meaning as many as 80 tests can operate independently at any given time with a capacity of about 2,000 tests per day.

**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.

**Buyer Defined Additional Specification for Xpert Xpress SARS-CoV-2**

Specification	Value
Delvery with 15 days and ICMR certification	Delivery with 15 days and ICMR certification

**Corrigendum**

1. Extended Upto : 2021-06-22 14:00:00

**Terms and Conditions**

1. Special terms and conditions- Version:2 effective from 24-05-2021

1.1

2. General Terms and Conditions-

*[Signature]*

*[Signature]*  
Bhaskar

NEIGRIHMS, Shillong - 793018.

*[Signature]*  
Statistical Assistant  
NEIGRIHMS, Shillong - 793018

*[Signature]*  
30/6/21

2.1 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

2.2 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.

2.2.1 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.

2.2.2 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.

2.3 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.

2.4 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.

2.5 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.

2.6 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).

2.7 Limitation of Liability: The provisions of limitation of liability between Buyer and Seller as given in the GTC shall be applicable here.

2.8 Resolution of disputes: The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.

2.9 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.

2.10 Financial Certificate:

2.10.1 The expenditure involved for this purpose has received the Sanction of the competent financial authority.

2.10.2 The funds are available under the proper head in the sanction budget allotment for the concern financial year.

2.10.3 I have been fully authorized by the department to sign the supply order or incur the liability of the Goods being ordered.

2.11 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.

### 3. Additional Terms and conditions-

3.1 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.

3.2 Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.

3.3 IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

3.4 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.

3.5 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.

3.6 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.

3.7 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): MOHFW/ICMR approval of kits.

3.8 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.

3.9 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:

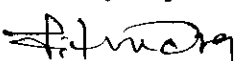
(i) Single order of at least 35% of estimated bid value; or

(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

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Storage

  
Statistical Assistant  
NEIGRIHMS, Shillong - 793016

NEIGRIHMS, Shillong - 793016

  
30/6/16



Sanction Order

Sanction No: 511687705375592  
Sanction Date: 30-Jun-2021

OT/G - 297/2021-22, dt: 30/06/2021

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	C-05/2019-20/Pt III 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-164/2021-22, dt: 30/06/2021	
Designation of official providing Administration approval:	Director NEIGRIHMS Shillong and Head of Office
IFD Concurrence / Competent Authority (HOD / Head of Office) Approval Required?	YES
Budget availability	YES
Designation of official providing Financial approval:	DDA(A) & DDO-FN. C-05/2019-20/Pt III/ C-10/2020-21 - Covid-19 Budget

Seller Details	
Company Name:	CEPHEID INDIA PRIVATE LIMITED
Email ID:	abhishek.gupta@cepheid.com
Address:	CEPHEID INDIA PRIVATE LIMITED Gurugram HARYANA - 122002

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	Xpert Xpress SARS-CoV-2	XPRSARS-COV2-10	300	pieces	1918.35	575505.0
Total Order Value (in INR)						575505.0

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	Xpert Xpress SARS-CoV-2	-	300	30-Jun-2021	15-Jul-2021

**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.

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