

Contract



Contract No: GEMC-511687773908306

Generated Date: 03-Nov-2021

Bid/RA/PR No: GEM/2021/B/1487502

OT/G-612/2021-22, dt: 5/11/2021

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 C-60/2021-22/Pt I 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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Financial Approval Detail IFD Concurrence: Yes Designation of Administrative Approval: Director Under ECRP-21-22 Budget Designation of Financial Approval: Deputy Director & DFA F No. NEIGR/S&P-C-10/21-22 Pt <i>C-24(A)/2021-22 dt: 29/10/2021 (ECRP)</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
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Seller Details GeM Seller ID: C177180000104533 Company Name: GCC BIOTECH INDIA PRIVATE LIMITED Contact No.: 09477942418 Email ID: info@gccbiotech.co.in Address: 351, IIIRD FLOOR, BMK, KALKAJI, BMK GRI NAGAR, KALKAJI, NEW DELHI, DELHI-110019, - MSME verified: Yes MSME Registration number: WB18B0018197 GSTIN: 19AACCG9158J1Z3, 07AACCG9158J1Z8, 19AACCG9158J1Z3	<i>Unda</i> <i>ECRP-21-22</i> <i>(91)</i>
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*GST / Tax invoice to be raised in the name of - Buyer

#	Item Description	Category Name & Quadrant	Model	HSN Code	Ordered Quantity	Unit	Lead Time(Days)	Price (Inclusive of all Duties and Taxes in INR)
1	Product Name : DIAGSure--GCC BIOTECH INDIA PRIVATE LIMITED Real Time PCR (Polymerase Chain Reaction) Kits For Novel Coronavirus (SARS-CoV-2/COVID-19) Qualitative 96 Tests or Rxn Brand : DIAGSure--GCC BIOTECH INDIA PRIVATE LIMITED Brand Type : Unregistered Brand Catalogue Status : OEM verified catalogue Selling As : OEM	Real Time PCR (Polymerase Chain Reaction) Kits For Novel Coronavirus (SARS-CoV-2/COVID-19) (Q3)	DIAGSure - GCC Biotech (India) Pvt. Ltd.	HSN not specified by seller	30,000	Test	-	570,000
Total Order Value (In INR)								570,000

S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Designation: - Email ID: con2.neigrn.ml@gembuyer.in Contact: 0364-2538032-210 GSTIN: - Address: P.O. NEIGRIHMS, Mawdiangdiang, Shillong, EAST KHASI HILLS, MEGHALAYA-793018, India	DIAGSure--GCC BIOTECH INDIA PRIVATE LIMITED Real Time PCR (Polymerase Chain Reaction) Kits For Novel Coronavirus (SARS-CoV-2/COVID-19) Qualitative 96 Tests or Rxn <i>Dr Anurag / Dr Valaver</i> <i>MS/DP/24/2021-22</i> <i>Dr Ramesh / Dr Jeyapalan</i> <i>DDA / DTA / Dr Neelam</i>	1	10,000	04-Nov-2021	03-Dec-2021
			2	10,000	04-Dec-2021	01-Feb-2022
			3	10,000	02-Feb-2022	02-Apr-2022

Product Specification for DIAGSure--GCC BIOTECH INDIA PRIVATE LIMITED Real Time PCR (Polymerase Chain Reaction) Kits For Novel Coronavirus (SARS-CoV-2/COVID-19) Qualitative 96 Tests or Rxn

Signature

Signature

Reaction) Kits For Novel Coronavirus (SARS-CoV-2/COVID-19) Qualitative 96 Tests or Rxn

Specification	Sub-Spec	Value
GENERAL FEATURES	Product Description	Real Time PCR (Polymerase Chain Reaction) Kits For Novel Coronavirus (SARS-CoV-2/COVID-19)
	Purpose	For diagnosis/detection of novel Coronavirus (SARS-CoV-2/COVID-19) infection
PRODUCT INFORMATION	Type of Kit	Real Time Reverse Transcription PCR Kit
	Detection Type (in-vitro)	Qualitative
	Testing Principle	One-step RT-PCR
	Number of viral gene targets on which test is based	2 or more
	Screening Assay	Gene specific for sub genus Sarbeco + Internal Control
	Confirmatory assay	One or more gene targets specific to SARS CoV-2
	Target genes detection	N gene specific to SARS-CoV-2,RdRp gene specific to SARS-CoV-2,E gene for all of Sarbecovirus including SARS-CoV-2,S gene of SARS-CoV-2,ORF gene of SARS-CoV-2,Multiplex detection in single tube should have at least 2 genes of the following: E/ORF/RdRP/N/S genes of SARS-CoV-2, along with human housekeeping gene or exogenous control as the internal control. Probe for each gene should have separate dye/fluorophore so that the result for each gene can be read individually
	No cross reactivity	Yes
	Species Reactivity	Human
	Test compatible with	Upper Respiratory Specimens (Nasopharyngeal Swabs & Oropharyngeal Swabs),Lower Respiratory Specimens (Sputum),Anterior Nasal Swabs,Mid-Turbinate Nasal Swabs,Nasal Washes,Nasal Aspirates,Broncho alveolar lavage fluid (BALF),Suitable for in-vitro qualitative detection of SARS-CoV-2 nucleic acids in throat (oropharyngeal) swabs, nasopharyngeal swabs, anterior nasal swabs, mid-turbinate nasal swabs, nasal washes, nasal aspirates and broncho alveolar lavage fluid (BALF) from individuals who are suspected of COVID-19
	Result Time	90 - 120 minutes
	Sensitivity	100
	Specificity	100
	All necessary reagents required to perform the test provided in the kit	Yes
	Reagent included in the kit	Primer, Probe, enzymes, internal control, positive control and negative control
	Type of Fluorescent Probe used for the detection	TaqMan Probe
	Control provided with each pack of kit	Internal control which validates sample quality, RNA extraction and RT PCR reaction,Positive control,Negative control,Internal control which validates sample quality
	Compatibility with Real Time PCR System	Open
	Assay robust and compatible with RNA extracted using different viral RNA extraction kits available in the market	Yes
	Storage and transportation of kits by the supplier to the consignee	Under cold chain strictly as per the OEM instructions
The cumulative time temperature indicator technology shall be used on each kit and prequalified by WHO	Yes	
Document detailing principle,component,methodology,validity criteria,result interpretation,cycle information, gene name,respective dye used,performance characteristic,biosafety,assay limitation,storage condition,mfg & exp date,disposal method provided	Yes	
Original kit inserts in English should be provided with the kit	Yes	
PACKAGING	Pack Size of the Kit	96 Tests or Rxn
	The kit approved from the statutory authority in its country of origin	Yes
	Imported kits registered and licensed in India by DCGI & Indigenous manufactured kits licensed by the authority defined under Drugs and Cosmetics act 1940 and Medical Devices Rules, 2017 as amended till date	Yes

CERTIFICATIONS & REPORTS	Availability of certificate/License from the Drugs Controller General of India (DCGI) for import (in case of imported kits) and marketing of the intended item	Yes
	Availability of valid Drug license for the product issued from the competent authority defined under Drugs & Cosmetics Act, 1940 and Medical Devices Rules, 2017 as amended till date	Yes
	Drug License Number	MFG/IVD/2020/000102
	Availability of Test report of each batch of the product to prove the conformity to the declared specification	In house Test report from the manufacturer
	Manufacturer facility certifications	ISO:13485 (Latest)
	Product Certifications/Approval	Kit evaluated and validated by ICMR-NIV-Pune or equivalent institute of ICMR
	Availability of performance evaluation report	Yes
	Submission of all required certifications, licenses, test reports and any other specific certification requirement as imposed by country of origin to the buyer at the time of bidding in case of bidding/ at the time of supply in case of direct order	Yes
SHELF LIFE	Shelf life from the date of manufacture (in months)	18
	Minimum shelf life of the product at the time of delivery to the consignee	3/4 th of total shelf life
ADVANCE SAMPLE	Agree to provide advance sample of the product for buyer's approval before commencement of supply in case of bidding	Yes

Buyer Defined Additional Specification for DIAGSure--GCC BIOTECH INDIA PRIVATE LIMITED Real Time PCR (Polymerase Chain Reaction) Kits For Novel Coronavirus (SARS-CoV-2/COVID-19) Qualitative 96 Tests or Rxn

Specification	Value
Samples to Dr Valarie/ Dr Annie, Department of Microbiology within the closing time of e-bids, failing which bids shall not be evaluated further	Samples to Dr Valarie/ Dr Annie, Department of Microbiology within the closing time of e-bids, failing which bids shall not be evaluated further
Shelf life preferably 18 months or higher from the date of Manufacturing	Shelf life preferably 18 months or higher from the date of Manufacturing
Updated certification/approval of ICMR/Ministry of health & family Welfare, Govt of India to be uploaded at ATC1	Updated certification/approval of ICMR/Ministry of health & family Welfare, Govt of India to be uploaded at ATC1

Corrigendum

1. Extended Upto : 2021-09-17 14:00:00
2. Extended Upto : 2021-09-23 14:00:00
3. Extended Upto : 2021-09-27 14:00:00
4. Extended Upto : 2021-10-04 14:00:00
5. Extended Upto : 2021-10-18 14:00:00
6. Extended Upto : 2021-10-20 14:00:00

Terms and Conditions

1. Special terms and conditions- Version:1 effective from 14-06-2021 to 06-09-2021

1.1

2. General Terms and Conditions-

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. Buyer Added Bid Specific Terms and Conditions-

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

3.2 If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.

3.3 Make in India specific authorisation certificate needs to be enclosed.

3.4 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.

3.5 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.

3.6 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.

3.7 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.

3.8 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): ICMR/MOHFW certified :File No NEIGR/S&P/C-10/21-22/Pt 1.

3.9 Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 3 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

3.10 Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

3.11 End User Certificate: Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.

3.12 Experience Criteria: The Bidder or its OEM (themselves or through reseller(s)) should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

3.13 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.

3.14 Shelf Life: The Product to be supplied must have minimum 1/6 of the shelf life Shelf Life. On the date of supply, minimum 550 usable shelf life should be available / balance.

3.15 Upload Manufacturer authorization: Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail id and Phone No. required to be furnished along with the bid.

3.16 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.

2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.

3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

3.17 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

3.18 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.

3.19 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

3.20 Buyer Added text based ATC clauses

File No NEIGR/S&P/C-10/21-22/Pt 1 under COVID-19 Emergency Health Response Budget

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.

773010

OT/G- 612 /2021-22, dt: 5/11/2021



Sanction Order

Sanction No: 511687773908306
Sanction Date: 03-Nov-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	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
Designation of official providing Administration approval: Director Under ECRP-21-22 Budget IFD Concurrence / Competent Authority (HOD / Head of Office) Approval Required? YES Budget availability YES Designation of official providing Financial approval: Deputy Director & DFA F No. NEIGR/S&P-C-10/21-22 Pt

Seller Details
Company Name: GCC BIOTECH INDIA PRIVATE LIMITED Email ID: info@gccbiotech.co.in Address: GCC BIOTECH INDIA PRIVATE LIMITED NEW DELHI DELHI - 110019

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	DiAGSure--GCC BIOTECH INDIA PRIVATE LIMITED Real Time PCR (Polymerase Chain Reaction) Kits For Novel Coronavirus (SARS-CoV-2/COVID-19) Qualitative 96 Tests or Rxn	DiAGSure - GCC Biotech (India) Pvt. Ltd.	30000	Test	19.0	570000.0
Total Order Value (in INR)						570000.0

Consignee Details

S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	W.Shanborlang Swer con2.neigm.mt@gembuyer.in P.O. NEIGRIHMS, Mawdiangdiang, Shillong EAST KHASI HILLS MEGHALAYA - 793018	DiAGSure--GCC BIOTECH INDIA PRIVATE LIMITED Real Time PCR (Polymerase Chain Reaction) Kits For Novel Coronavirus (SARS-CoV-2/COVID-19) Qualitative 96 Tests or Rxn	1	10000	04-Nov-2021	03-Dec-2021
			2	10000	04-Dec-2021	01-Feb-2022
			3	10000	02-Feb-2022	02-Apr-2022

Terms & Conditions