

Contract



Contract No: GEMC-511687714040695

Generated Date: 03-Nov-2021

Bid/RA/PR No: GEM/2021/B/1508826

OT/G - 613/2021-22, dt: 5/4/2021

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-10/2021-22/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: Director Under ERCP-21-22 Approval: Director Under ERCP-21-22 Designation of Financial: DDA(A) & DDO-FN. NEIGR/S&P/ C-10/2021-22/Pt1 Approval: ERCP budget <i>C-24(B)/2021-22, dt: 29/10/2021 (ERCP)</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: E594190000853832 Company Name: TITAN BIOTECH LTD. (TRANSFER FROM DELHI TO RAJ.) Contact No.: 09811607196 Email ID: tenders@titanbiotechltd.com Address: A-902 A, RIICO Industrial Area, Phase-III, Bhiwadi, Rajasthan, Alwar, RAJASTHAN-301019, - MSME verified: Yes MSME Registration number: RJ02B0002767 GSTIN: 08AAACT0078J1ZA, 08AAACT0078J1ZA	<i>~ Whole</i> <i>ERCP-21-22</i>
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*GST / Tax invoice to be raised in the name of - Buyer (9)

#	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 : TM MEDIA VTM Kit - Swine Flu - 3 ml viral transport medium filled in10 ml self standing polypropylene tube Brand : TM MEDIA Brand Type : Registered Brand Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM	VTM KITS (SWINE FLU) (Q3)	TMVT 003	HSN not specified by seller	30,000	pieces	-	261,900
Total Order Value (in INR)								261,900

Consignee Detail						
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	TM MEDIA VTM Kit - Swine Flu - 3 ml viral transport medium filled in10 ml self standing polypropylene tube	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 TM MEDIA VTM Kit - Swine Flu - 3 ml viral transport medium filled in10 ml self standing polypropylene tube

① Do Invoice / Do Valance
② 05/10/2021
③ NW Ramesh for refuel
④ DDA/DA/DO - Newla

Specification	Sub-Spec	Value
GENERAL FEATURES	Product Description	VTM Kit - Swine Flu
	Items included	Viral transport media with swabs
	Purpose	To collect and transport viruses, chlamydiae, mycoplasma and ureaplasma in an active form to the laboratory from collection site for isolation duly maintaining the viability and virulence of the viral sample
	Sterile and ready to use	Yes
	Method of sterilization for media	0.22 micron filtered sterilized
	Method of sterilization for swabs	Gamma
PRODUCT INFORMATION	Medium should contain protective protein and antibiotic to control microbial and fungal contamination and buffers to control the pH	Yes
	Medium should contain cryoprotectant to help preserving the virus for long term frozen storage	Yes
	Allows long survival of the present virus and offers maximum recovery	Yes
	Phenol red pH indicator in the medium to ensure medium integrity at the time of specimen collection	Yes
	Spontaneous elution of sample into liquid media	Yes
	Media filled in self standing tubes which eliminates biohazardous spill	Yes
	Swabs suitable for nasopharyngeal, nasal or traceal samples	Yes
	Patient Friendly Design of swabs	Yes
pH value of medium at 25°C	7.3 ± 0.3	
KIT CONTENTS	Viral transport Medium	3 ml viral transport medium filled in 10 ml self standing polypropylene tube
	Closure type of tube	Capture cap
	Number of swabs provided with each tube	2
	Type of Swabs provided with each tube	Sterile flocked Nylon Swab with breakpoint
	Literature with complete directions for collection, storage, transport and carrying provided with the Kit	Yes
PACKAGING	The packing and labeling of the kit should be as per Drugs and Cosmetics Act, 1940 and Rules, 1945	Yes
	Type of packing for medium	Filled in polypropylene tubes
	Type of packing for swabs	Individually packed in easy to open peel pouches
	Each tube with swabs packed in a duplex box	Yes
	Pack size (Qty/Pkg)	50
STORAGE CONDITIONS	Storage temperature for the kit	2° C to 30° C
	"The supplier should ensure maintenance of recommended temperature during storage and shipping of Kit "	Yes
CERTIFICATIONS & REPORTS	The kit should have approval of the statutory authority in its country of origin	Yes
	The Kit should be registered and licensed in India by DCGI (Proof of the same to be submitted to buyer on demand)	Yes
	Availability of valid drug license from competent authority defined under Drugs and Cosmetics Act, 1940 (Proof of the same to be submitted to buyer on demand)	For Manufacture to sale
	Drug License Number	MFG/IVD/2020/000139
	Drug License Date	25.09.2020
	Manufacturer certifications (Proof of the same to be submitted to the buyer on demand)	GMP
	GMP/WHO GMP Certification Number	RG91/6520
	GMP/WHO GMP Certification Date	17.03.2010
	ISO Certified Manufacturer (Proof of the same to be submitted to buyer on demand)	Yes
	Product Certifications (Proof of the same to be submitted to buyer on demand)	EU-CE (IVD)

	Availability of Test report of Final Product from Central GOVT/NABL/ILAC accredited Lab to prove the conformity to the declared specification(proof of the same to be submitted to the buyer on demand)	Yes
SHELF LIFE	Shelf life from the date of manufacture (months)	18
	The product should not have passed more than 1/6 of the total shelf life at the time of dispatch to the consignee	Yes

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 TM MEDIA VTM Kit - Swine Flu - 3 ml viral transport medium filled in 10 ml self standing polypropylene tube

Specification	Value
More than 1/6 of the shelf life should not have expired on receipt at NEIGRIHMS. Updated certification/approval of ICMR/Ministry of health & family Welfare, Government of India to be uploaded at ATC1	More than 1/6 of the shelf life should not have expired on receipt at NEIGRIHMS. Updated certification/approval of ICMR/Ministry of health & family Welfare, Government of India to be uploaded at ATC1
Please submit samples to Dr Valerie/ Dr Annie, Department of Microbiology within the closing time of e-bids, failing which bids shall not be evaluated further	Please submit samples to Dr Valerie/ Dr Annie, Department of Microbiology within the closing time of e-bids, failing which bids shall not be evaluated further

Corrigendum

1. **Extended Upto :** 2021-09-23 14:00:00
2. **Extended Upto :** 2021-09-27 14:00:00
3. **Extended Upto :** 2021-10-04 14:00:00
4. **Extended Upto :** 2021-10-07 14:00:00

Terms and Conditions

1. General Terms and Conditions-

- 1.1 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
- 1.2 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.
 - 1.2.1 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.
 - 1.2.2 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.
- 1.3 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.
- 1.4 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.
- 1.5 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.
- 1.6 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).
- 1.7 Limitation of Liability: The provisions of limitation of liability between Buyer and Seller as given in the GTC shall be applicable here.
- 1.8 Resolution of disputes: The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.
- 1.9 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.

1.10 Financial Certificate:

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

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

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

1.11 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.

2. Buyer Added Bid Specific Terms and Conditions-

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

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

2.3 **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.

2.4 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.

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

2.6 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.

2.7 **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.

2.8 Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

2.9 Upload Manufacturer authorization: Wherever Authorized 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.

2.10 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

2.11 Procurement under this bid is reserved for purchase from Micro and Small Enterprises whose credentials are validated online through Udyog Aadhaar for that product category. If the bidder wants to avail the reservation benefit, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service.

2.12 Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1 + 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 50% of total value.

2.13 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.

2.14 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.

2.15 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.

2.16 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): BIS/WHO_GMP/CDSO/ICMR CERTIFICATION. F No NEIGR/S&P/C-10/21-22/Pt1.

2.17 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.

2.18 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

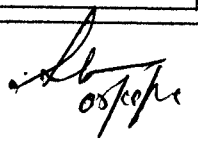
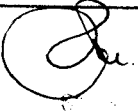
2.19 For clothing and allied items, If pre-dispatch inspection clause has been selected in the Bid, the Inspection Agency shall forward sample from the accepted lot duly identified/ sealed by it, as Reference Sample to each consignee (one reference sample per consignee) for comparing the lot

received at consignee end with such reference sample. Such reference samples will be treated as part of supplied quantity from the lot and cost shall be borne by the Buyer.

2.20 Buyer Added text based ATC clauses

Emergency Health response fund 21-22. F No.NEIGR/S&P/C-10/21-22/Pt1

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



2020/10/10 10:10:18

OT/G- 613/2021-22, dt: 5/11/2021



Sanction Order

Sanction No: 511687714040695

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 C-10/2021-22/Pt I
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 C-24(B)/2021-22, dt: 29/10/2021 (ECRP)	
Designation of official providing Administration approval:	Director Under ERCP-21-22
IFD Concurrence / Competent Authority (HOD / Head of Office) Approval Required?	YES
Budget availability	YES
Designation of official providing Financial approval:	DDA(A) & DDO-FN, NEIGR/S&P/ C-10/2021-22/Pt1 ERCP budget

Seller Details	
Company Name:	TITAN BIOTECH LTD. (TRANSFER FROM DELHI TO RAJ.)
Email ID:	tenders@titanbiotechltd.com
Address:	TITAN BIOTECH LTD. (TRANSFER FROM DELHI TO RAJ.) Alwar RAJASTHAN - 301019

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	TM MEDIA VTM Kit - Swine Flu - 3 ml viral transport medium filled in 10 ml self standing polypropylene tube	TMVT 003	30000	pieces	8.73	261900.0
Total Order Value (in INR)						261900.0

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	TM MEDIA VTM Kit - Swine Flu - 3 ml viral transport medium filled in 10 ml self standing polypropylene tube	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

- 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.

Storekeeper

NEIGRIHMS, Shillong - 793018.