

**Contract**



**Contract No:** GEMC-511687750569996

**Generated Date:** 03-Nov-2021

**Bid/RA/PR No:** GEM/2021/B/1508932

*OT/G-614/2021-22 dt: 5/11/2021*

<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> <i>C-10/2021-22/Pt 2</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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<b>Financial Approval Detail</b> 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(D)/2021-22, dt: 29/10/2021 (ECRP)</i>	<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: 1A0B180000099507 Company Name: ARTI ENTERPRISE Contact No.: 09436102388 Email ID: artiwallang@gmail.com Address: 9A, UPPER LA CHAUMIERE, SHILLONG, east khasi hills, MEGHALAYA-793001, - MSME verified: No MSME Registration number: - GSTIN: 17AAWPWS394H1ZN	<i>~ Uthala</i> <i>2021-22</i> <i>(9)</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 : Himedia Viral RNA Extraction Kit Silica technology (silica membranes column) Brand : Himedia Brand Type : Registered Brand Catalogue Status : OEM verified catalogue Selling As : OEM verified Reseller	Viral RNA Extraction Kits (Q3)	HiMedia & MB615	HSN not specified by seller	30,000	Test	-	554,400
Total Order Value (in INR)								554,400

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	Himedia Viral RNA Extraction Kit Silica technology (silica membranes column)	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 Himedia Viral RNA Extraction Kit Silica technology (silica membranes column)	
Specification	Sub-Spec
Species Reactivity	(A) <i>Human / No Value</i> (B) <i>NS / DMS / etc</i> (C) <i>NS / Romane for reflex</i> (D) <i>DD / D / etc</i>

*[Signature]*  
Storekeeper

*[Signature]*  
Stores & Procurement Officer  
NEIGRIHMS Shillong

PRODUCT INFORMATION	Samples from which Viral RNA can be extracted	fluids, Cell-culture supernatant, Nasopharyngeal swab, Oropharyngeal Swabs
	Isolation Technology	Silica technology (silica membranes column)
	Sample volume for processing	25 µl - 300 µl
	Elution volume	30 µl - 100 µl
	Process of extraction	Centrifugation
	Yield of the Viral RNA (Recovery)	100
	Time per batch (at least 24) extraction	24
	The kit should have carrier RNA or enhancer buffer to enhance quantity of eluted viral RNA	Yes
	Contents	Includes all reagents and plastiware required for viral RNA Extraction with Original kit inserts in English
	The reagents must be sufficient in quantity to enable testing of small number of samples at a time	Yes
	Kit Compatibility	Manual Platform, Automated Platform, Manual Platform and Automated Platform
	Extracted viral RNA of high purity and free from protein, genomic DNA, Nucleases and other contaminants and inhibitors	Yes
	All reagents provided in the kit for extraction of viral RNA shall be RNase Free	Yes
	Elution buffer contains necessary components to prevent microbial growth and contamination with Rnases	Yes
	Optimized for use with biological fluids and cell-free samples such as serum, plasma, swabs, and cell culture medium	Yes
	Details of viral RNA Extraction protocols provided with the kit	Yes
	Storage temperature of Kit	Room temperature
	Storage & Shipping temperature	Room Temperature
The cumulative time temperature indicator technology used on each kit (prequalified by WHO)	Yes	
GENERAL FEATURES	Type of Kit	Viral RNA Extraction Kit
	Purpose	To isolate genomic viral RNA from whole blood, plasma, serum, lymphocytes, cultured cells, swabs, CSF and tissues
	Applications	PCR, qPCR, real-timePCR
PACKAGING	Pack Size of the Kit (Number of Test or Reactions)	250
ADDITIONAL REQUIREMENTS	Magnetic Stands to be provided if the RNA extraction Kit offered is Magnetic Bead Type	Yes
	Number of Magnetic Stand Provided	2
	Capacity of magnetic stand (Minimum)	16 Tubes
	Thermoshaker to be provided if the RNA extraction Kit offered is Magnetic Bead Type	Yes
	Number of thermoshaker provided	1
	Capacity of of thermoshaker	24 samples holder
	Size of Tubes	1.5 ml - 2 ml
	Minimum Speed range for Thermoshaker	1000 -1500 rpm
	Maximum Temperature Setting	upto 100 °C
CERTIFICATIONS & REPORTS	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
	Availability of certificate/License from the Drugs Controller General of India (DCGI) for import (in case of imported kits) and marketing of the item	Yes
	Valid Drug License number	MFG/VD/2020/000081
	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, Test Report from NABL Accredited Lab
	Manufacturer facility certifications	ISO:13485 (Latest), GMP, WHO-GMP, GLP, ICMED : 13485
	Product certifications/ Approval	EU-CE IVD (from notified Body), US-FDA Kit evaluated and validated by ICMR-NIV-Pune or

		any other ICMR validation centers
	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	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 Himedia Viral RNA Extraction Kit Silica technology (silica membranes column)**

Specification	Value
Shelf-life should preferably be 18 months or higher from the date of Manufacturing. More than 1/6 of the shelf life should not have expired on receipt at NEIGRIHMS	Shelf-life should preferably be 18 months or higher from the date of Manufacturing. More than 1/6 of the shelf life should not have expired on receipt at NEIGRIHMS
Please submit samples to Dr Valarie/ 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 Valarie/ Dr Annie. Department of Microbiology within the closing time of e-bids, failing which bids shall not be evaluated further
Kits should be ICMR/MOHFW certified	Kits should be ICMR/MOHFW certified

**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.**

*[Handwritten Signature]*

*[Handwritten Signature]*

**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 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.

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

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

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

2.5 **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.

2.6 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.

2.7 **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.

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

2.9 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.

2.10 **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.

2.11 **Shelf Life:** The Product to be supplied must have minimum 1/6 Shelf Life. On the date of supply, minimum 18 months usable shelf life should be available / balance.

2.12 **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.

2.13 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.

2.14 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

2.15 **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.**

2.16 **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.

2.17 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.

2.18 **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.**

2.19 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.

2.20 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 certified. F No NEIGR/S&P/C-10/21-22/pt1

2.21 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.

2.22 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

2.23 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.


2.24 Buyer Added text based ATC clauses

F No NEIGR/S&P/C-10/21-22/pt1 Under Emergency Health response Fund:-2021-22

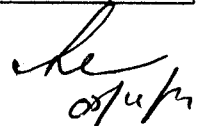
Price Offered for Spares / Consumables:

Price Offered for Spares / Consumables Document link

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



2022/07/20



State & District Officer  
NEIGRIAS S.No.10

**Sanction Order**

Sanction No: 511687750569996

Sanction Date: 03-Nov-2021

07/G-614/2021-22, dt: 05/11/2021

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 1
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(D)/2021-22, dt: 29/10/2021 (ECRP)	
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:	ARTI ENTERPRISE
Email ID:	artiwalang@gmail.com
Address:	ARTI ENTERPRISE east khasi hills MEGHALAYA - 793001

**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	Himedia Viral RNA Extraction Kit Silica technology (silica membranes column)	HiMedia & MB615	30000	Test	18.48	554400.0
Total Order Value (in INR)						554400.0

**Consignee Details**

S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Rudolf Lyngdoh con20.neigrihms.m@gembuyer.in P.O. NEIGRIHMS, Mawdiangdiang, Shillong EAST KHASI HILLS MEGHALAYA - 793018	Himedia Viral RNA Extraction Kit Silica technology (silica membranes column)	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.