

Contract



Contract No: GEMC-511687705002751

Generated Date: 04-Nov-2021

Bid/RA/PR No: GEM/2021/B/1584575

OT/G-615/2021-22, dt: 8/11/2021

Organisation 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 Zone: Neigrihms, Shillong	Buyer Details <i>C-05/2019-20/PE III</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 & IPC Under ERCP-21-22 Designation of Financial Approval: Deputy Director-Under ERCP-21-22-F Approval: NEIGR/S&P/C-3/021-22 <i>C-40/2021-22, dt: 3/11/2021 (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: 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 MSME Registration number: - GSTIN: 06AAFCC3879H1ZG	<i>- ECRP -</i> <i>11</i> <i>21-22</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 : CB NAAT SARS II kit Brand : Cepheid Xpert We will be able to supply the material within two to three weeks Brand Type : Unbranded Catalogue Status : Catalogue not verified by OEM Selling As : Reseller not verified by OEM	BOQ (Q3)	XPRSARS-COV2-10	38220019	1,000	per test	-	2,046,240
Total Order Value (in INR)								2,046,240

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	CB NAAT SARS II kit	-	1,000	04-Nov-2021	11-Nov-2021

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Specification 1

Specification Document

Buyer BOQ Document

Seller BOQ Document

1) To source / To Valance
2) us / ones / 26 medical sta
3) 27 no. names of
4) 28 / 29 / 30 / 31 / 32 / 33 / 34 / 35
36

11/11/21

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.

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 Shelf Life: The Product to be supplied must have minimum 11 month shelf life. On the date of supply, minimum 1/6 of the shelf life should not have expired usable shelf life should be available / balance.

2.6 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.

2.7 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.

2.8 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 Rem.

2.9 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.

2.10 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/CDSCO certified : F.No. NEIGR/S&P/C-10/21-22/Pt VII-ECR Plan Fund 21-22

2.11 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.

2.12 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

2.13 Buyer Added text based ATC clauses

1) As per DPNT Order, as amended from time to time, Class-B/B local supplier shall give self certification of "percentage of local content and details of location at which the local value addition is made"

2) In line with Public Procurement Order No 1,2,3, as amended from time to time, at the time of bidding shall give self certification that the bidders fulfill the requirement and give origin of stores

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

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10/10/2018

**Sanction Order****Sanction No:** 511687705002751
Sanction Date: 04-Nov-2021

07/G-615/2021-22, dt: 8/11/2021

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-05/2019-20/PT II
Type: Central Autonomous	Name: HARENDRA DEY
Ministry: Ministry of Health and Family Welfare	Designation: Stores and Procurement Officer
Department: Department of Health and Family Welfare	Email ID: harendra.dey@nic.in
Organisation Name: North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences (NEIGRIHMS)	GSTIN: N
Office Name: Neighrims, Shillong	Address: P.O. NEIGRIHMS, Mawdiangdiang, Shillong EAST KHASI HILLS MEGHALAYA - 793018

Financial Approval Detail C-40/2021-22, dt: 3/11/2021 (ECRP)	
Designation of official providing Administration approval:	Director & IPC Under ERCP-21-22
IFD Concurrence / Competent Authority (HOD / Head of Office) Approval Required?	YES
Budget availability	YES
Designation of official providing Financial approval:	Deputy Director-Under ERCP-21-22-F NEIGR/S&P/C-10/21-22

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	CB NAAT SARS II kit	XPRSARS-COV2-10	1000	per test	2046.24	2046240.0
Total Order Value (in INR)						2046240.0

Consignee Details						
S.No	Consignee	Item	Lot No.	Quantity	Delivery Start After	Delivery To Be Completed By
1	Rudolf Lyngdoh con20.neigrhms.mk@gembuyer.in P.O. NEIGRIHMS, Mawdiangdiang, Shillong EAST KHASI HILLS MEGHALAYA - 793018	CB NAAT SARS II kit	-	1000	04-Nov-2021	11-Nov-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.

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

To:

CEPHEID INDIA PRIVATE LIMITED
Cepheid India Private India
9th Floor,Paras Twin Towers,Golf Course Road,Revenue Estate, Sector 54,
Gurugram
HARYANA-122002
[Tel:09811301498]

SUB: GeM Contract No. GEMC-511687705002751 dated 04-Nov-2021

Ref: Your On-line Request No. GeM / 176,923 dated -

Sir

1. You have failed to / expressed inability to deliver the entire quantity of stores within the contract delivery period. You have asked for extension of time for delivery. In view of the circumstances stated in your request, the time for delivery is Re-fixed without Pre-estimated / Liquidated Damages.

Item No	Consignee	Slot Id	Quantity	Original DP	Refixed DP
1	Rudolf Lyngdoh	-	1,000	11-Nov-2021	30-Nov-2021

2. You are requested to note that notwithstanding the extension in Delivery Period, the time hereby extended for supply of stores be deemed to be of essence of contract and failure on your part to supply the stores by the extended time shall entitle the purchaser to cancel the contract at your risk and cost without further notice or opportunity.
3. You are also required to extend the validity period of the performance guarantee for the subject contract suitably as agreed in GeM GTC and contract terms and conditions.
4. Please intimate your unconditional acceptance on-line in GeM within 5 days falling which contract will be cancelled at your risk and expense without any further reference to you.
5. All other terms and conditions of the contract remain unaltered.

For and on behalf of:

**Buyer
Details**

Name: HARENDRA DEY
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