

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687723118869

अनुबंध तिथि | Generated Date : 28-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4410075](#)

| संगठन विवरण Organisation Details | खरीदार विवरण Buyer Details |
|---|--|
| प्रकार Type : State Government मंत्रालय Ministry : - विभाग Department : Health and Family Welfare Services Department संगठन का नाम Organisation Name : Puducherry कार्यालय क्षेत्र Office Zone: N/A Puducherry | पद Designation : Upper Division Clerk संपर्क नंबर Contact No. : 0413-2272170- ईमेल आईडी Email ID : k.ramkumar90@py.gov.in जीएसटीआईएन GSTIN : - पता Address : Pharmacy Stores, Office of the Government Pharmacy, Indira Nagar, Gorimedu, Opp To Esi Hospital, Puducherry., PONDICHERRY, PUDUCHERRY-605006, India |

| वित्तीय स्वीकृति विवरण Financial Approval Detail | भुगतान प्राधिकरण विवरण Paying Authority Details |
|--|--|
| आईएफडी सहमति IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: Secretary (Health) वित्तीय अनुमोदन का पदनाम Designation of Financial Approval: Secretary (Health) | Role: PAO भुगतान का तरीका Payment Mode: Offline पद Designation : JAO ईमेल आईडी Email ID : jao-gp.pon@gov.in जीएसटीआईएन GSTIN : - पता Address: Pharmacy Stores, Office of the Government Pharmacy, Indira Nagar, Gorimedu, Opp To Esi Hospital, Puducherry., Pondicherry, PUDUCHERRY-605006, India |

| विक्रेता विवरण Seller Details |
|---|
| जेम विक्रेता आईडी GeM Seller ID : B6AA200001396488 कंपनी का नाम Company Name : CEPHEID INDIA PRIVATE LIMITED संपर्क नंबर Contact No. : 07388321333 ईमेल आईडी Email ID : vijay.dixit@cepheid.com पता Address : 9th Floor,Paras Twin Towers,Golf Course Road,Revenue Estate, Sector 54,, Gurugram, HARYANA-122002, - एमएसएमई पंजीकरण संख्या MSME Registration number : - जीएसटीआईएन GSTIN: 06AAFCC3879H1ZG |

*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Buyer

वितरण निर्देश | Delivery Instructions : NA

| # | आइटम विवरण Item Description | आइटम विवरण Ordered Quantity | इकाई Unit | इकाई मूल्य (INR) Unit Price (INR) | कर विभाजन (INR) Tax Bifurcation (INR) | मूल्य (INR में सभी शुल्क और कर सहित) Price (Inclusive of all Duties and Taxes in INR) |
|---|---|-------------------------------|-------------|-------------------------------------|---|---|
| 1 | उत्पाद का नाम Product Name : GeneXpert 10 Optic Channel Cartridge Based Nucleic Acid Amplification Test (CBNAAT) ब्रांड Brand : GeneXpert ब्रांड प्रकार Brand Type : Registered Brand कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : Cartridge Based Nucleic Acid Amplification test (CBNAAT) (Q3) मॉडल Model: GXIV-4-L-10C एचएसएन कोड HSN Code: HSN not specified by seller | 1 | pieces | 2,043,533.44 | NA | 2,043,533.44 |
| 2 | उत्पाद का नाम Product Name : GeneXpert 6 Optic Channel Cartridge Based Nucleic Acid Amplification Test (CBNAAT) ब्रांड Brand : GeneXpert ब्रांड प्रकार Brand Type : Registered Brand कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : Cartridge Based Nucleic Acid Amplification test (CBNAAT) (Q3) मॉडल Model: GXIV-2-L एचएसएन कोड HSN Code: 90275090 | 1 | pieces | 1,394,797.76 | NA | 1,394,797.76 |

कुल ऑर्डर मूल्य | Total Order Value (in INR)

3,438,331.2

परोषिती विवरण | Consignee Detail

| क्र.सं. S.No | परोषिती Consignee | वस्तु Item | लॉट नंबर Lot No. | मात्रा Quantity | दिनांक के बाद डिलीवरी शुरू करना है Delivery Start After | वितरण पूरा कब तक करना है Delivery To Be Completed By |
|----------------|--|---|--------------------|-------------------|---|--|
| 1 | पद Designation :- ईमेल आईडी Email ID : k.ramkumar90@py.gov.in संपर्क Contact : 0413-2272170- जीएसटीआईएन GSTIN :- पता Address : Pharmacy Stores, Office of the Government Pharmacy, Indira Nagar, Gorimedu, Opp To Esi Hospital, Puducherry., PONDICHERRY, PUDUCHERRY-605006, India | GeneXpert 10 Optic Channel Cartridge Based Nucleic Acid Amplification Test (CBNAAT) | - | 1 | 28-Mar-2024 | 22-Apr-2024 |
| | | GeneXpert 6 Optic Channel Cartridge Based Nucleic Acid Amplification Test (CBNAAT) | - | 1 | 28-Mar-2024 | 22-Apr-2024 |

Product Specification for GeneXpert 10 Optic Channel Cartridge Based Nucleic Acid Amplification Test (CBNAAT)

| विनिर्देश Specification | उप-विनिर्देश Sub-Spec | मूल्य Value |
|---------------------------|---|--|
| Technical Parameter | Dye Detection Limit | < 1 nM |
| | Ramp Rate Heating Maximum | 10 deg Celcius/sec from 50-90 deg Celcius |
| | Number of Optics Channel | 10 |
| | Certification | CE-IVD,US-FDA |
| | Warranty | 3 year |
| | Ramp Rate Cooling Maximum | 2.5 deg Celcius/sec from 50-95 deg Celcius |
| | Test Available | SARS-CoV-2,HIV-1 Viral Load,HBV Viral Load,HCV Viral Load,MTB/RIF,BCR-ABL,HPV,Carba-R,C. difficile,MRSA,FII&FIV,Flu/RSV,CT/NG |
| | System Should Be Controlled | Laptop |
| | Number of Active Module | 4 |
| Additional Parameter | Features | Should be able to perform on demand test run and should have remand access,Should be easily connected to LIS/HIS,Should include built-in quality control for all test,Active module should have Solid State heater and forced air cooling,Catridge should be single used disposable unit |
| Test Reports | Availability Of Test Report From Central Govt/Nabl/Ilac Accredited Lab To Prove Conformity To Specification | No |
| | Copies of reports and certifications to be furnished to buyer on demand at time of supplies | NA |
| | Test Report Number and Date | 11377-7-2020,10-7-20 |
| | Name and address of the Lab where Test conducted | US FDA USA |

टिप्पणी | 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.

Product Specification for GeneXpert 6 Optic Channel Cartridge Based Nucleic Acid Amplification Test (CBNAAT)

| विनिर्देश Specification | उप-विनिर्देश Sub-Spec | मूल्य Value |
|---------------------------|-----------------------------|---|
| Technical Parameter | Dye Detection Limit | < 1 nM |
| | Ramp Rate Heating Maximum | 10 deg Celcius/sec from 50-90 deg Celcius |
| | Number of Optics Channel | 6 |
| | Certification | CE-IVD,US-FDA |
| | Warranty | 2 year |
| | Ramp Rate Cooling Maximum | 2.5 deg Celcius/sec from 50-95 deg Celcius |
| | Test Available | SARS-CoV-2,HIV-1 Viral Load,HBV Viral Load,HCV Viral Load,MTB/RIF,BCR-ABL,HPV,Carba-R,C. difficile,MRSA,FII&FIV,Flu/RSV,CT/NG |
| | System Should Be Controlled | Laptop |

| | | |
|----------------------|---|--|
| | Number of Active Module | 2 |
| Additional Parameter | Features | Should be able to perform on demand test run and should have remand access,Should be easily connected to LIS/HIS,Should include built-in quality control for all test,Active module should have Solid State heater and forced air cooling,Catridge should be single used disposable unit |
| Test Reports | Availability Of Test Report From Central Govt/Nabl/Ilac Accredited Lab To Prove Conformity To Specification | Yes |
| | Copies of reports and certifications to be furnished to buyer on demand at time of supplies | Yes |
| | Test Report Number and Date | RUHS/17278,15-2-2018 |
| | Name and address of the Lab where Test conducted | RUHS Jaipur |

टिप्पणी | 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.

शुद्धिपत्र | Corrigendum

1. तक बढ़ाया गया | Extended Upto : 2024-01-29 09:00:00
2. तक बढ़ाया गया | Extended Upto : 2024-02-12 09:00:00
3. तक बढ़ाया गया | Extended Upto : 2024-02-22 09:00:00
4. तक बढ़ाया गया | Extended Upto : 2024-02-29 10:00:00
5. तक बढ़ाया गया | Extended Upto : 2024-03-11 09:00:00

ईपीबीजी विवरण | ePBG Detail

| | |
|---|---------------------|
| सलाहकार बैंक Advisory Bank : | State Bank of India |
| ईपीबीजी प्रतिशत (%) ePBG Percentage(%): | 3.00 |
| बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा The bidder shall furnish ePBG as applicable as per bid's terms and conditions | |

नियम और शर्तें | Terms and Conditions

1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 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) 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. Buyer Added Bid Specific Terms and Conditions-

2.1 Generic

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.

2.2 Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

2.3 Generic

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 2 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

2.4 Generic

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

2.5 Generic

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 2 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.

2.6 Generic

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

2.7 Scope of Supply:

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

2.8 OEM

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.

2.9 Service & Support:

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

2.10 Service & Support:

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

2.11 Service & Support:

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

2.12 Certificates:

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.

2.13 Certificates:

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 Warranty:

Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.

2.15 Warranty:

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 3 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

2.16 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

1. The country of origin may be specified in the bid. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority, as specified in Annexure-C of order F.No.6/18/2019-PPD dated 23-July-2020 and bidder must comply with all provisions mentioned in the order. A self-declaration with respect to above order must be submitted.

2. Within Thirty (30) days from date of the issue of contract by the Purchaser/buyer, the supplier, shall furnish Performance Security to the Purchaser/buyer for an amount equal to three percent (3%) of the total value of the contract, valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations.

3. The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:

i) It shall be in any one of the forms namely Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form in favour of the Purchaser/buyer.

ii) The validity of the Fixed Deposit Receipt or Bank Guarantee will be for a period up to sixty (60) days beyond Warranty Period.

4. The supplier shall be required to perform the following services:

a) Installation & Commissioning, Supervision, Demonstration, Trial run etc. of the goods.

b) Training of Consignee's/End Users Doctors, Staff, operators etc. for operating and maintaining the goods.

c) Supplying required number of operation & maintenance manual for the goods.

d) All software updates should be provided free of cost during Warranty period.

5. The warranty shall include all spares, labour and preventive maintenance from the date of completion of the satisfactory installation and acceptance till warranty period.

6. The Comprehensive Annual Maintenance Contract shall include all spares, labour and preventive maintenance from the date of completion of the satisfactory installation and acceptance till warranty period.

7. During Warranty and CAMC period, the supplier is required to visit at consignee's site at least once in 3 months commencing from the date of the installation for preventive maintenance of the goods.

8. The Purchaser/Consignee reserve the rights to enter into Comprehensive Annual Maintenance Contract between the Purchaser/buyer and the Supplier for the period as mentioned in Bidding Document after the completion of warranty period.

9. The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Purchaser's prior written permission.

10. The bidders must be a manufacturer. In case the manufacturer does not quote directly, they may authorise their authorized agent as per proforma of "Manufacturer Authorization Form" and enter into a contractual obligation.

11. The bidder should enclose the following certificates without fail.

a) Documentary evidence related to Past Performance as asked in the Experience Criteria.

b) Bidder who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorisation Form.

c) Copies of audited balance sheet and profit & loss account as per tender requirement.

d) Product catalogues/Data Sheets for the quoted items.

e) Copies of quality certificates, if applicable, namely, BIS, ISO, FDA, CE, IEC-60601 part-1 & part-2 etc.,

f) Product certification, manufacturer certification/licenses.

g) Bidder particulars i.e Name of Bidder, Address, Name of Manufacturer(OEM) & address and name and contact details of the person to whom all references shall be made regarding this tender inquiry.

12. The bidder should demonstrate the offered model to the technical committee for approval. The date of demonstration will be intimated after t

he post evaluation of eligibility criteria.

2.17 Buyer Added Bid Specific ATC:

Buyer uploaded ATC document [Click here to view the file](#).

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिंट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।

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