



GOVIND BALLABH PANT INSTITUTE

of

POSTGRADUATE MEDICAL EDUCATION & RESEARCH (GIPMER)

(Govt. of NCT of Delhi)

1, Jawahar Lal Nehru Marg, New Delhi-110002 (India)

(PURCHASE BRANCH)

No.F.M-26/GIPMER/2021 54)

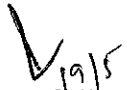
Dated: 19/5/2021

Subject: Proposal for Procurement of "One (01) Multiplex Syndromic Testing System" for Department of Microbiology on Proprietary Basis from M/s Biomerieux Fance and invitation of comments/objections w.e.t. proprietary nature of the equipment if any, thereof.

The G.B. Pant Institute of Postgraduate Medical Education & Research (GIPMER), New Delhi is in the process of procurement of **"One (01) Multiplex Syndromic Testing System" for Department of Microbiology on Proprietary Basis from M/s Biomerieux Fance**. The proprietary article certificate (PAC) from the Principal Firm M/s Biomerieux Fance as well as from the user department is attached herewith.

The above documents are being uploaded for open information to all principal manufacturers or their authorized distributor with the intention to invite objections with regard to proprietary nature of the said product if any.

The comments/objects if any, should be submitted to the Medical Superintendent, Room No.- 37 Ground Floor, A-Block, G B Pant Hospital, New Delhi- 110002 on or before 10.06.2021 upto 04:00 PM, failing which it will be presumed that no other bidder/manufacture/vendor is having any comments/objection against the proposition and the case shall be decided purely on merit.


Dr. Poonam S. Loomba
Chairperson of EPMC
GIPMER

Enclosures:

- Proprietary Article Certificate from the Principal Firm M/s Biomerieux Fance.
- Proprietary Article Certificate from User Department duly signed by user faculty & head of Department
- OEM Authorization Certificate of M/s Biomerieux Fance
- Performa Invoice/Quotation & Previous supply order copy for rate reasonability.
- Details brochure of the product from the Principal.

Copy to:

- HOD Microbiology, GIPMER for information only

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PROPRIETARY ARTICLE CERTIFICATE

Name of the Equipment..... Biofire Token system

The Indented Goods are manufactured by

M/s..... BioMérieux, France

No other make or model is acceptable for the following reasons :

1. TAT of 1 hour for emergency sample
2. Can do testing for 4 samples simultaneously
3. Can test bacteria, viruses & protozoa in one card helping in early diagnosis
4. Very important for early & correct detection of infections in transplant infections. No other system can give this result.

Concurrence of the finance wing to be proposed vide

Wanka

Signature and Stamp of the Procuring Officer/H.O.D.

Dated : 26/21/2021

Professor & Head
of Microbiology
GIPMER
New Delhi-110002



26/C

To

27th February 2021

The Medical Superintendent
GB PANT Hospital
New Delhi

Subject : Procurement of Biofire TORCH System
Reference : Rate Justification Certificate

Dear Sirs,

We M/S BioMerieux India Private Limited, hereby certify that the price quoted by us for the Automated Film Array TORCH system is reasonable, lowest and same as is being charged in other Government Department/Institutes/Organizations in India for the same product to the very best of our knowledge.

Yours faithfully,
For BioMerieux India Private Limited

A handwritten signature in black ink, appearing to read "Ajay Arora".

Ajay Arora
Regional Business Manager - NORTH
+919899326043
ajay.arora@biomerieux.com



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HITES/PCD/AIIMS-IV/Nagpur/COVID-19/20-21/AK-49
 (By Reg. Post/Courier/Fax)

16.05.2020

SUPPLY ORDER
 (Under GFR rule 166(ii) for procurement of goods & services)

M/s. bioMerieux India Pvt. Ltd
 43A-Okhla Industrial Estate - Phase-III
 Modi Mill Compound
 New Delhi - 110 020
 India

Sub: Supply and installation of Fully Automated Film Array Multiplex PCR system (Model: Biofire FilmArray TORCH 2.0) at AIIMS-Nagpur

Ref: 1. Reference PO No.: PO No. STR-D1/677/EQPT/FTS/NMB/18-19[3] dated 28.10.19 issued by NIMHANS

Sir,

We are directed by the AIIMS Nagpur to issue this supply order under 'GFR rule no. 166(ii) for procurement of goods & services' which is intended for the emergency supply of the goods at AIIMS-Nagpur, in accordance with the technical specifications, terms and conditions of the above referred reference PO and in the manner specified herein, shall operate to create a specific contract for supply and installation of the said goods at the Consignee addresses.

This order is issued in view of impending threat of COVID-19 epidemic and hence the supply should be made with all initial reagents required for doing the required tests.
It is also directed to supply a demo machine at the consignee location (if the sites are ready), to cater emergency requirement.

1. Prices:-

Sl. No.	Brief Description of Goods	Qty	Unit Price (in INR)	Total Price (in INR)
1	Fully Automated Film Array Multiplex PCR system Make: bioMerieux ,USA Model : Biofire FilmArray TORCH 2.0	1	₹ 38,13,559	₹ 38,13,559
2	Biofire Covid-19 Test kit for 100 Tests	1	FOC	FOC
3	GST @ 18%:		₹ 6,86,440	₹ 6,86,440
4	Total Price Inclusive of GST:			₹ 44,99,999
Total Value: Rupees Forty Four Lakhs Ninety Nine Thousand Nine Hundred Ninety Nine only.				

HITES
HLL INFRA TECH SERVICES LTD
43A-OKHLA INDUSTRIAL ESTATE - PHASE-III
MODI MILL COMPOUND
NEW DELHI - 110 020
INDIA
REGD. OFFICE: B-14 A, Sector-56
Gurgaon - 122 007, Haryana
E-MAIL: hites@hites.com
HITES@HITES.COM
Tel: 011-270-16000
Fax: 011-270-16013
CIN: U50900DL2014DC020017

2. Terms and Conditions:-

The prices are fixed and the scope of supply shall be as per terms & conditions given below:-

Sl. No.	Item	Description
i)	Name & Address of this order issuing authority	On Behalf of MoHFW, M/s. HLL Infra Tech Services Limited, Procurement & Consultancy Division, B-14 A, Sector-62, Noida-201307
	Name & Address of the Purchaser/ Consignee	The Director , All India Institute of Medical Sciences, Nagpur Maharashtra
ii)	Name of the Manufacturer as per detailed Technical offer	M/s bioMerieux , USA
iii)	Country of Origin	USA
iv)	Delivery Period	Supply to be made at site within 10 days from the date of NOA issued and installation as per site readiness and as per instruction of end user/ Consignee.
v)	Terms of Delivery	Free delivery at Consignee Site basis
vi)	Despatch Instructions	To be dispatched by Road/Rail wherever available on freight paid basis. All freight and insurance charges will be borne by the supplier. The equipment should be addressed to the consignee. The supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured for <u>an amount equal to 110% of the value of the goods</u> from warehouse to warehouse (consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.
vii)	Packing & Marking	The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc.
viii)	Inspection Authority	CEO, HLL Infra Tech Services Limited, B-14 A, Sec.62, Noida-201307 (UP) or his designated representative.
ix)	Inspection on arrival of goods at consignee stores	Authorized Representative (s) of the Inspection Authority mentioned above or consignee
x)	Final inspection of goods	Consignee or his designated representative(s) will carry out the inspection at the consignee's premises as per terms & condition of the inspection clause 8 of GCC mentioned in bidding document.
xi)	Performance Security	The supplier, shall furnish a performance security, in the prescribed proforma as per format of the referred previous NOA, to the Purchaser/Consignee for an amount equal to ten percent (10%) of the total value of the contract (i.e. 4, 50,000/-), valid up to ninety (90) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations, initially valid for a period of minimum 66 months from the date of this order.
xii)	Warranty Terms	Warranty period will be 60 months from the date of installation, and acceptance.
xiii)	Comprehensive Annual Maintenance Contract	NA
xiv)	Liquidated damages	If the supplier fails to deliver or install any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser/Consignee shall, without prejudice to other rights and remedies available to the Purchaser/Consignee under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on

		<p>delayed supply of goods, installation, and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser/Consignee may consider termination of the contract.</p>
xv)	Paying Authority	<p>For Supply & Installation of Goods: HLL Infra Tech Services Ltd., Procurement & Consultancy Division B-14 A, Sec-62, Noida-201 307. <i>(from the available fund sanctioned and provided by the purchaser)</i></p> <p>For CMC & Reagent Charges: NA</p>
xvi)	Payment Terms	<p>Payment shall be made (in Indian Rupees as specified in the contract) subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner:</p> <p>a) On delivery & acceptance 100% payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents:</p> <ul style="list-style-type: none"> (i) Original copies of supplier's invoice showing the name and address of the consignee, contract number, goods description, quantity, unit price and total amount; (ii) "Final Acceptance Certificate" as per Section XVIII of bidding document in original issued by the authorized representative of the consignee. (iii) Certificate for Country of origin, for imported goods (iv) Insurance Certificate - i.e. 110% of the value to be insured in favour of M/s. HLL Infra Tech Services Limited covering all risks basis for the goods from supplier/manufacturer warehouse to consignee warehouse. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee. <p>If the equipment is not commissioned and handed over to the consignee within 3 months, the insurance will have to be extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actuals will be reimbursed.</p> <p>(v) Warranty Certificate.</p> <p>b) Payment for Comprehensive Maintenance Contract Charges: NA</p>
xviii)	Resolution of disputes	<p>In the event of any dispute arising out of this NOA between HLL Infra Tech Services Limited and the supplier, the matter shall be referred to the Chief executive Officer of HLL Infra Tech Services Limited who may appoint a sole Arbitrator. The decision of the Arbitrator shall be final and binding. The provisions of Arbitration and Conciliation Act 1996 and any amendment thereof shall apply to such Arbitration. Both HLL Infra Tech Services Limited and the supplier agree that the Arbitration proceedings shall be held at NCT of Delhi and the Court at Delhi shall have the exclusive jurisdiction.</p>
xix)	Other Instructions	<ul style="list-style-type: none"> a) HLL Infra Tech Services Limited is only a Procurement Support agent of Ministry of Health and Family Welfare, Govt. of India, for procurement of the equipment ordered against this NOA and are authorized to sign the NOA / Agreement on behalf of MoHFW, GOI. b) Supplier shall inform the purchaser/consignee about the local agent's name & office address, to whom they will contact during warranty & CMC period for availing various services under the contract.

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		<p>c) In the event of the Purchaser/Consignee terminating the contract in whole or in part, the Purchaser/Consignee may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the purchaser/Consignee for the extra expenditure, if any, incurred by the Purchaser/Consignee for arranging such procurement. Extra expenditure will be recovered from available EMD/PBG/Payments pending/ or likely to be paid from any of other orders/contract with HITES or any of the group companies of HLL.</p> <p>d) In case of absence of insurance at any stage up to successful installation, all risk and cost are in supplier account.</p> <p>Supplier's representative should be available at consignee site while offloading the shipments and shift the material to installation site at their own risk and cost.</p>
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Please acknowledge receipt of this order by sending us a copy duly signed as a confirmation of acceptance to the undersigned at the earliest.

Thanking You
For HLL Infra Tech Services Limited.



Head (PCD)

Encl:

1. Previous PO No.: PO No. STR-D1/677/EQPT/FTS/NMB/18-19[3] dated 28.10.19 issued by NIMHANS

Copy to:

I) **For Records:**

- a) CFO, HLL Infra Tech Services Limited., Noida
- b) DGM(CMC), HLL Infra Tech Services Limited., Noida

II) **For Information and Needful action:**

- a) The Director, All India Institute of Medical Sciences, Mihan Campus Nagpur, Plot No. 2, Sector - 20, Mihan, Nagpur - 441108, Tel: 0712-2744922 Email: info@aiimsnagpur.edu.in



टाटा स्मारक केन्द्र
TATA MEMORIAL CENTRE

51691

2/c

कैंसर उपचार, अनुसंधान एवं शिक्षा का प्रगत केन्द्र
ADVANCED CENTRE FOR TREATMENT RESEARCH
& EDUCATION IN CANCER

- CANCER RESEARCH INSTITUTE
- CLINICAL RESEARCH CENTRE
- CENTRE FOR CANCER EPIDEMIOLOGY

प.ऊ.वि. भारत सरकार का एक सहायता अनुदान प्राप्त संस्थान
A GRANT-IN-AID INSTITUTION OF THE DEPARTMENT OF ATOMIC ENERGY, GOVT. OF INDIA

Ref: ACTREC/IMP/2019-20/E-Tender33/

December 06, 2019.

To,

M/s. Nidhi Life Care,

Shop No. 15, Shakti Tower, Shakti Nagar, Dahisar
MUMBAI 400 068

Email: NIDHILIFECARE@YAHOO.CO.IN;
Call: 9820029036

LETTER OF INTENT

Dear Sir,

Subject: Supply, installation & commissioning of Automated Syndromic Multiplex System

Ref: Meeting held on 26/11/2019 and your revised offer dt. 26/11/2019.

Your revised offer for the subject for supply, installation & commissioning of Automated Syndromic Multiplex System 'BIOFIRE FILMARRAY TORCH 1 with acc with 2 years warranty & 3 years free CMC and CMC prices freezed for next 3 years has been accepted by the competent authority for Rs. 41,85,000/- inclusive of 18% GST (2 kits will be free with machine). The consumable prices are freezed for 5 years.

The payment terms : 90% against delivery and 10% on successful installation and submission of PBG

The formal purchase order will follow in due course.

Thanking you

Yours faithfully,

(Signature)
Jr. Purchase Officer

खासघा. नवी मुंबई - ४१० २१०, भारत
दूरभाष : +९१-२२-२७४० ५०००

ARJUN Y. PATOLE
Jr. Purchase Officer

Kharghar,
Navi Mumbai - 410 210, INDIA
Phone: +91 - 22 - 2740 5000
+91 - 22 - 3924 5000
Fax: +91 - 22 - 2740 5085

E-mail : mail@actrec.gov.in
Website : www.actrec.gov.in

Cancer is curable, if detected early.

25/10

ALL INDIA INSTITUTE OF MEDICAL SCIENCES
 (Anand Nagar, New Delhi - 110029)
 (SUPPLY ORDER)

S. No. 12/2018-19/RS
 M/s. Biomerieux India Pvt. Ltd
 43A, Okhla Industrial Estate,
 Phase - III New Delhi - 110020
 Phone No. 011-42099800

Dear Sir,

With reference to your quotation No. BMX/FA 2018 dated 17. Aug. 2018 against tender No. 12/2018-19/RS, you are hereby requested supply the undermentioned items & install at respective department / ward under Department of Pediatrics at the price mentioned below and submit delivery challan, installation report (duly signed by concerned user faculty) in the office of stores officer, All India Institute of Medical Sciences, Anand Nagar, New Delhi - 110029. Terms and conditions stated overleaf.

S. No.	Nomenclature	No. Of Qty	Unit Price (INR)	Total INR
1	Bio Pure High Array 2.0 (Meningitis/encephalitis panel double multiplex PCR system with consumables/accessories)	01 Nos	37,00,000.00	37,00,000.00
2	KIT (M&E)	03 Nos	FOC	FOC
				Price: 37,00,000.00
				GST 5%: 1,85,000.00
				Grand Total cost: 38,85,000.00

Warranty - Five years Comprehensive warranty (including all spares & labor) from date of satisfactory installation of equipment.

- CAMC Charges: After 5 years comprehensive warranty, CAMC charges 8" to 10" 25% of quoted price + GST as applicable.
- Rates of Kit/panel would be treated for 05 years up to 30/11/2023.

S.No.	Description	Pack Size	Qty.	One test price	Total Price INR
01	Kits/Meningitis & encephalitis ME Panel/BCID, Panel/GI Panel/RE, Panel/RP2, Plus Panel/Pneumonia Panel/Pneumonia Panel Plus	95 test each	01 NO	12,500.00	75,000.00
				GST @ 12%	9,000.00
				Total	84,000.00

[Handwritten signatures and stamps]



17/G

Date: 20th January, 2021

PROPRIETARY ARTICLE CERTIFICATE
Automated Filmarray Torch system

This is to certify that Automated BIOFIRE FilmArray system is a proprietary product of BIOFIRE Diagnostics a company owned by Biomerieux SA, France and is manufactured & marketed exclusive all over India by its wholly owned subsidiary Biomerieux India Pvt Ltd.

Filmarray Torch system is intended for use intended for use in combination with Assay Specific Reagent pouched to detect Multiple Nucleic Acid targets contained in clinical specimen.

The following Biofire reagents/consumables used in the above system are also proprietary of Biomerieux, distributed & marketed by its wholly owned 100% subsidiary Biomerieux India Pvt Ltd, New Delhi and through its authorized set of distributors only.

- Filmarray BCID Panel
- Filmarray Pneumonia Panel plus
- Filmarray Meningitis/Encephalitis (ME) Panel

The above consumables are unique and can be used only in above system. The above features are unique and there is no manufacturer of above products in world.

Yours Faithfully,
For BioMerieux India Private Limited

(Authorized Signatory)



BIOMERIEUX INDIA PRIVATE LIMITED
43A, OKHLA INDUSTRIAL ESTATE PHASE-III MODI MILL COMPOUND NEW DELHI 110020
PHONE +911142098800
www.biomerieux.in

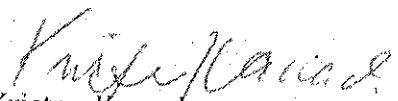
Stamp: 43A, OKHLA INDUSTRIAL ESTATE PHASE-III MODI MILL COMPOUND NEW DELHI 110020
Stamp: 43A, OKHLA INDUSTRIAL ESTATE PHASE-III MODI MILL COMPOUND NEW DELHI 110020

16/C

Proprietary Article Certificate

This is to certify that the FilmArray® Instrument (an automated *in vitro* diagnostic (IVD) device intended for use in combination with assay specific reagent pouches to detect multiple nucleic acid targets contained in clinical specimens) is a proprietary product of BioFire Diagnostics, LLC.

Sincerely yours,


Kristen Kanack
Vice President, Regulated Products and Clinical Affairs

For BioFire Diagnostics, LLC

July 8, 2015

