



**All-India Institute of Medical Sciences
National Cancer Institute
Vill. Badsa, Jhajjar, Haryana-124105**



Dated: 08.01.2021

Ref. No.: 02/NCI ST/PAC/2020-21

Subject : Proposal for procurement of "Genexpert XVI-16 on PROPRIETARY BASIS from M/s. Cepheid India Pvt. Ltd. and invitation of comments/objections w.r.t. proprietary nature of the equipment if any, thereof.

The National Cancer Institute (NCI-AIIMS), Jhajjar is in the process of procurement of "**Genexpert XVI-16 i.e. Cartridge Based fully Automated Molecular Platform for Rapid Resistance Detection System for Tuberculosis – Genexpert with 16 Modules System – 01No.** from M/s Cepheid India Pvt. Ltd. for Department of Microbiology on PAC Basis. The proprietary article certificate (PAC) from the Principal M/s Cepheid India Pvt. Ltd. as well as from the user department is attached herewith.

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

The comments/objections if any, should be received in the office of Stores Officer, Store Section (NCI), Room No. 214, 2nd Floor, OPD Block, National Cancer Institute, Village Badsa, Distt. Jhajjar, Haryana – 124105 on or before 25/01/2021 upto 05.00 PM, failing which it will be presumed that no other bidder/ manufacturer/ vendor is having any comments/objection against the proposition and the case shall be decided purely on merit.




(Manohar Arya)
Stores Officer, NCI

Enclosures:

- In Principle approval from The Director, AIIMS
- Detailed specifications duly signed by User Department & vetted by TSEC
- Proprietary Article Certificate from the Principal M/s. Cepheid India Pvt. Ltd.
- Proprietary Article Certificate from User Department duly signed by user faculty & Head of Department
- Performa Invoice/Quotation & previous supply order copies from other institute for rate reasonability
- Detailed brochure of the product from the Principal.

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Cartridge Based Fully Automated Molecular Platform for Rapid Drug Resistance Detection System for Tuberculosis

1. Self-contained, single-use cartridges, Real-time PCR instrument fully integrates and automates the three processes required for real-time PCR-based molecular testing: sample preparation, amplification, and detection, all in one cartridge.
2. Complete, independent, temperature-controlled fluorimeter for performing and continuously monitoring chemical reactions such as real-time PCR.
3. The temperature of the sample can be controlled rapidly and precisely, allowing faster reactions and more accurate results.
4. Each module includes a six-channel optics system capable of exciting and detecting multiple fluorescent dyes in the same reaction tube. Continuous optical monitoring during amplification also allows the software to automatically stop the reaction as soon as the target is detected, shortening the time to results.
5. Sample analysis to be performed using much less power than traditional methods. Performing all the complex steps of DNA or RNA extraction in its advanced micro fluidic cartridges.
6. Each unit is operated and controlled independently. In contrast to traditional thermal cycling systems, in which all samples are subjected to the same time/temperature/ optical protocol, each sample in the system can be subjected to a different protocol.
7. Fast, accurate and simplified molecular testing requires no specialized skills to operate, enabling round the-clock testing 24 hours a day, samples can be processed immediately, delivering rapid, actionable test results.
8. Designed to handle a variety of sample volumes. Once the sample nucleic acid is extracted, it is moved from the sample processing chamber in the cartridge into the cartridge reaction tube where amplification and detection take place.
9. The modules continuously monitor the chemical reactions in each cartridge in order to quickly create enough copies of the sample nucleic acid for reliable measurement. Each of the modules works independently and can be used to conduct different tests simultaneously.
10. System's multiple optics detects the presence of multiple target nucleic acids in the same cartridge. Continuous optical monitoring is possible, allowing the system to automatically stop the reaction as soon as the target(s) is detected, further accelerating time to results.
11. The System should also have the cartridges which can do TB detection along with Rifampicin Sensitivity/ Resistance in same cartridge using same sample with lower limit of detection of at least 15 CFU/ml, and future possibilities of detection for Isoniazid, Fluoroquinolones and other markers etc.
12. The System should be controlled through stand-alone laptop or Desktop.

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13. The system should be of sixteen test sites with at least configured for active 8 test sites which are independently used and controlled for any test cartridge & a scope of upgradation up to 16 test sites.
14. The software also contains the unique feature, Decision Command which enables Automated reflex or confirmation testing with a second reaction based on the results of the first reaction — **all in the same cartridge with no human intervention.**
15. System requires little operator handling or specialized knowledge. Users simply insert the biological sample for testing into a self-contained cartridge, and the System does the rest.
16. The System's space-saving design and low-power requirements make it possible for the system to be installed and operated in virtually any indoor setting.
17. The system should have FDA approval.
18. Hands on time should not be more than 5 minutes for any assay. The system should include built-in (quality) control for all test steps.
19. The System should be able to perform on-demand and random access.
20. The system should be easily connected to LIS/HIS if required.
21. The System should require no special (lab or PCR) environment to operate effectively.
22. . The System should have the endorsement of WHO.

General Clauses

1. Only Principal companies or Authorized Distributors from Principal companies should quote. Quotations from non- authorized distributors will not be entertained. Features in the quotations should be substantiated with proper principal company catalogue.
2. Should operate under a Quality Management System which complies with the requirements of ISO 9001:2008 for design, manufacture and services.
3. Should be CE (Europe)/ UL/ EMC/CSA certified.
4. Copies of all certificates e.g. Quality Standard certificate. Proprietary Item/Parts/ Technology, Principal company/ Authorised Distributorship should be attached with the quotations.
5. In-House Service Engineers from Principal company/ or authorized agents should be available in India on one day notice basis in case of emergency (this will apply for that equipment wherein the clause is not built in to the specification).
6. Complaint points should be given (in the sheet) in order of the specifications serial order. Complaint points should be highlighted in the company catalogue with page number.
7. Must include: User's list with telephone numbers and email address.
8. Vendor should submit an undertaking from manufacture about the responsibility of maintenance in case of merger or acquisition.
9. Rate list of spares should be provided.

Reviewed by
23/07/2020

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10. A performance certificate from at least 2 users should be provided.

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- Warranty: The 5 years warranty should be all inclusive.
- 5 years CMC (6th-10th years) after completion of the 5 years warranty period with spares and labor. The price of CMC will be added to cost of the equipment for calculating L 1.
- Penalty Clause: Direct presence in India with strong after sales technical and service support and must ensure that all faults are rectified with in one week, failing which would lead to extension of warranty by twice the period of downtime. The warranty should be all inclusive.

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A. I. I. M. S.

No. ARS/NCI/46/20-21

24.11.2020

Sub: COVID-19 Testing Facility at NCI Jhajjar Reg.

FR is Minutes of Meeting held with Dept of Microbiology reg. services at NCI

It is submitted that 2 Asst. Prof of Dept. of Microbiology have joined against NCI posts and the Dept of Microbiology is ready to start COVID-19 testing at NCI through Rapid Antigen Test (RAT), CBNAAT / True NAT.

Accordingly, Dept. of Microbiology under leadership of Prof. Rama Chaudhry, HoD, Microbiology has requested procurement of RAT kits & TruNAT / CBNAAT Equipment and related consumables at NCI Jhajjar.

Before the said procurement is started via NCI Store, in-principle approval of Director, AIIMS is sought to:

- ☞ Permit Dept. of Microbiology to start COVID-19 testing at NCI Jhajjar via RAT, CBNAAT / TrueNAT
- ☞ Procure RAT Kits & CBNAAT / TrueNAT equipment & related consumables through NCI Store after following due procedure

Submitted please.

24/11/2020
Dr Angel Rajan Singh
APHA & PO-NCI

MS, NCI pl.
25/11/2020

Head, NCI pl.
25/11/2020

Deputy Director (Admin) pl.
26/11/2020

Director, AIIMS pl.
26/11/2020
PO (NCI)
27/11/2020

E.No:- 3126323



Ce-1
(to) D. Microbiology
PO (NCI)

ALL INDIA INSTITUTE OF MEDICAL SCIENCES
ANSARI NAGAR, NEW DELHI-110029

1	Item/Type Model No. required along with specification	GeneXpert 16 modules system
2	Is the item a spar parts attachment or accessory for an existing equipment	New Equipment
3	Name of manufacturers/supplier of the item proposed by the indenter	M/s Cepheid HBDC SAS (Supplier of GeneXpert products, France)
4	Are they sole manufacturers/distributors of the items	Yes
5	Is there any other item with similar/equivalent specification available in the market to meet the job requirement envisaged. If yes, why the same can't be procured. Demanding officer should bring out comparative functional advantages/cost effectiveness of the recommended item from these offered by other	NO
6	What were the efforts made to locate alternative source of supply or use other substitutes	The items mentioned in col.1 are proprietary of M/s Cepheid HBDC SAS, France and are exclusively distributed by them only. Thus no other supplier provides the said items. Also, for the better reproducibility of results other substitutes could not be used.
7	Why open/limited tender can't be resorted to for locating alternative source.	As the said items are proprietary and no other supplier provides the same therefore open/limited tender was not resorted.
8	Are the proprietary items certifying that the rates are reasonable or not.	Rates are reasonable (certificate attached)
9	Any other justification for procuring item from single source.	Proprietary

Signature of Indenter
(Demanding Officer)

Counter Signature
(Head of the Department)

डॉ. उर्वशी बी. सिंह/Dr. URVASHI B. SINGH, MD, PhD

I certify that the items at Sr.No.1 above is required to be procured on the single tender basis as the source of supply is definitely known/the specific brand proposed was advantages in meeting our functional requirements and limited tender could be dispensed with as they would serve the useful purpose in this particular case.

(Strike out whichever is not applicable)

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ALL INDIA INSTITUTE OF MEDICAL SCIENCES
ANSARI NAGAR, NEW DELHI-110029

1	Item/Type Model No. required along with specification	GeneXpert Module
2	Is the item a spare parts attachment or accessory for an existing equipment	Yes Accessories (Spare parts) for existing equipment)
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7	Why open/limited tender can't be resorted to for locating alternative source.	As the said items are proprietary and are used in a closed system as such no other supplier provides the same therefore open/limited tender was not resorted to.
8	Are the proprietary items certifying that the rates are reasonable or not.	Rates are reasonable (certificate attached)
9	Any other justification for procuring item from single source.	As said above, for the better reproducibility of results and these are closed system items, fit in the proprietary instrument of Cepheid HBDC SAS only, they were procured from single source only.

Signature of Indenter
(Demanding Officer)

R. Chaudhry
Counter Signature
(Head of the Department)
Dr. P. Anand DHRY
Professor & Head
Department of Microbiology
All India Institute of Medical Sciences

I certify that the items at Sr.No.1 above is required to be procured on the single tender basis as the source of supply is definitely known/the specific brand proposed has advantages in meeting our functional requirements and limited tender could be dispensed with as they would serve no useful purpose in this particular case.

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*Reviewed by
23/07/2020*

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22/12/20*

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A. I. I. M. S.

No. ARS/NCI/46/20-21

24.11.2020

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Submitted please.

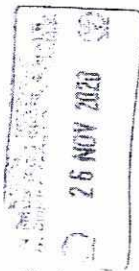
Angel
24/11/2020
Dr Angel Rajan Singh
APHA & PO-NCI

MS, NCI pl. *[Signature]*
25/11/2020

Head, NCI pl. *[Signature]*
25/11

Deputy Director (Admin) pl. *[Signature]*
26/11/2020

Director, AIIMS pl. *[Signature]*
26/11/2020
[Signature]
27/11/2020



CA-1
(to) Microbiology PO (NCI)

E.No:- 3120323



Quotation

To,
Director
NCI AIIMS
Jhajjar

Quotation No. CPHD/QN/843
Date: 25.11.2020

Sr. No.	Product Descriptions	Qty.	Unit Price	Total Price
1	GXXVI-16-L, GeneXpert XVI -16 16 Site System with Laptop	1	6,850,000.00	6,850,000.00
GST@18%				1,233,000.00
Total:				8,083,000.00

Amount in words: Rupees Eighty Lakh Eighty Three Thousands Only

Validity:	30 days
Taxes:	Inclusive of GST
Local Levies	Offer excludes Octroi and/or other local levies, payable extra by the customer
Payment Terms	100% advance along with purchase order.
Road permit	Entry permits/ Waybill/ Any other state requirements if applicable, to be provided by consignee before dispatch.
Delivery	45 days from receipt of order and 100% advance payment
Order favoring	Cepheid India Pvt Ltd
Warranty	Two years from the date of installation
Note	Price quoted are based on current import duty structure – any changes in the same at the time of delivery will be applicable to the customer
Exchange Rates	The rates are calculated at the current Exchange rate of US\$. Any changes more than 5% at the time of delivery will be applicable to the customer.

For Cepheid India Pvt Ltd

Authorized Signatory

CEPHEID INDIA PVT LTD.
ACORN WAREHOUSE AND LOGISTIC PARK, W6-B, 68.30KMS, N.H.-8,VILLAGE - KAPRIWAS AND MALPURA,
TEHSIL - DHARUHERA, DISTRICT - REWARI - 122110
GSTIN: 06AAFCC3879H1ZG, State Code - 06
Company Identification No: U33110 DL20 13FTC 256833
www.cepheidinternational.com

1. GENERAL. Cepheid India Pvt. Limited ("Seller") hereby offers for sale to the buyer ("Buyer") the products listed on the face hereof (the "Products") on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions in this Agreement differ from the terms of Buyer's offer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. Buyer's receipt of Products or Seller's commencement of the services provided hereunder will constitute Buyer's acceptance of this Agreement. This is the complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of the Products. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein. All orders are subject to acceptance in writing by an authorized representative of Seller. Orders for Products may not be changed or cancelled once placed without the express written authorization of Seller.

2. PRICE AND TERMS OF PAYMENT. The price for Product shall be the prices quoted by Seller in Seller's quote or, if no price is quoted, shall be Seller's price in effect at the time of shipment. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions which are not part of Seller's original price quotation. Seller will invoice upon shipment. All payments are due upon submission of the purchase order before shipment is processed. All amounts due shall be paid in the currency found on the invoice. If payment is made by wire or other electronic funds transfer, Buyer is solely responsible for any bank or other fees charged, and will reimburse Seller for any such fees. If Buyer fails to pay any amounts when due, any amounts not paid when due will accrue interest at the rate of 1.5% per month (or, if lower, the highest rate permitted by law) chargeable to Buyer, together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. Each purchase order is a separate, independent transaction, and Buyer has no right of set-off against other purchase orders or other transactions with Seller. Seller will determine payment terms on a per-order basis and may modify credit terms in its discretion.

3. TAXES AND OTHER CHARGES. Prices for the Products exclude all applicable sales, value added and other taxes (including but not limited to goods and services tax) and duties imposed with respect to the sale, delivery, or use of any Products covered hereby, all of which taxes and duties must be paid by Buyer in accordance with the tax rates in effect on the date of shipment and the ship to address for the Product. Any amounts for tax listed on a quotation shall be for clarification only and will not be binding on Seller. If Buyer claims any tax exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction.

4. DELIVERY TERMS; TITLE AND RISK OF LOSS. Unless otherwise set forth in writing by Seller or otherwise agreed upon in writing by the parties, all shipments are made DDP (Incoterms 2010) at the address specified by Buyer at the time of ordering. Notwithstanding the trade terms indicated herein and subject to Seller's right to stop delivery of Products in transit, title to & risk of loss to the Products will in all cases pass to Buyer upon delivery of possession of the Products by Seller to the carrier; provided, however, that title to any software incorporated within or forming a part of the Products shall at all times remain with Seller or the licensor(s) thereof, as the case may be. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of Products in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time; Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. Products as to which delivery is delayed due to any cause within Buyer's control may be placed in storage by Seller at Buyer's risk and expense and for Buyer's account. Orders in process may be canceled only with Seller's written consent and upon payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as to an appropriate adjustment in the purchase price therefor. Credit will not be allowed for Products returned without the prior written consent of Seller.

5. REGULATORY. Buyer agrees to comply with all applicable laws and regulations when using, maintaining, and disposing of Product. Buyer agrees to indemnify and keep indemnified and hold harmless the Seller and ENVIRON (as the operator of B2BWEEE-Scheme) from and against all costs and expenses which the Seller incurs or suffers, as a result of a direct or indirect breach or negligent performance or failure in performance by the Buyer of its obligations in this clause. For further information regarding collection, treatment and recycling arrangements for waste industrial batteries, contact Cepheid directly.

6. INSPECTION AND REJECTION OF NONCONFORMING GOODS. Buyer shall inspect the Products immediately upon delivery and shall, latest within ten (10) days from the date of delivery in respect of any defect, default or shortage which would be apparent from a reasonable inspection on delivery, or ten (10) days from the date on which any hidden defect was or ought, to have been apparent, give written notice to Seller of any claim with respect to the Products. Failure of Buyer to give such written notice within such ten (10) day period shall constitute an irrevocable acceptance of the Products by Buyer. Upon making any such claim Buyer shall not further use the Products and shall retain the Products for inspection by Seller or its representative.

7. PRODUCT WARRANTY. All warranties are personal to the Buyer and may not be transferred or assigned to a third-party, including an affiliate of Buyer. All warranties are facility specific and do not transfer if the Product is moved to another facility of Buyer, unless Seller conducts such move. The warranties described in these terms and conditions exclude any stand-alone third party goods that may be acquired or used with the Products.

Warranty for Consumables. Seller-branded reagents and consumable items ("Consumables") are expressly excluded from the warranty provisions in this section. Seller only warrants that Consumables will conform to Seller's written technical specifications for the Product in effect on the date that the Product ships from Seller until the expiration date or the end of shelf life pre-printed on Consumables by Seller.

Warranty for Instrumentation. Seller warrants that the Seller branded instruments, accessories, or peripherals ("Equipment") will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for one (1) year from the date of installation to Buyer for Equipment (the "Base Equipment Warranty Period"). In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of or by Buyer, (iv) use of the Products in a manner for which they were not designed, (v) causes external to the Products such as, but not limited to, power failure or electrical power surges, (vi) improper storage and handling of the Products or (vii) use of the Products in combination with equipment or software not supplied by Seller. If Seller determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by this warranty, Buyer shall pay Seller therefor at Seller's then prevailing time and materials rates. ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS.

Sole Remedy. Seller agrees during the Base Equipment Warranty Period, to repair or replace, at Seller's option, defective Products so as to cause the same to operate in substantial conformance with said published specifications; provided that Buyer shall (a) promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with service data and/or a Return Material Authorization ("RMA"), which may include biohazard decontamination procedures and other product-specific handling instructions, then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement Equipment may be repaired or replaced with functionally equivalent, refurbished, or new Equipment or components (if only a component of Equipment is non-conforming) at the election of Seller. If the Equipment is replaced in its entirety, the warranty period for the replacement is 90 days from the date of shipment or the remaining period on the original Equipment, whichever ends later. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the Delivery provisions of the Seller's Terms and Conditions of Sale. The preceding states Buyer's sole remedy and Seller's sole obligations under the warranty provided

8. LIMITATION ON WARRANTY. TO THE EXTENT PERMITTED BY LAW AND SUBJECT TO THE EXPRESS PRODUCT WARRANTY MADE IN THESE TERMS AND CONDITIONS SELLER MAKES NO (AND EXPRESSLY DISCLAIMS ALL) WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CARE AND SKILL, NON-INFRINGEMENT, OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER MAKES NO CLAIM, REPRESENTATION, OR WARRANTY OF ANY KIND AS TO THE UTILITY OF THE PRODUCT FOR BUYER'S INTENDED USES. NOTHING IN THESE TERMS AND CONDITIONS SHALL LIMIT LIABILITY OF A PARTY OR ITS AFFILIATED ENTITIES FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE OR FRAUD. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE ERRORFREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

9. INDEMNIFICATION. Buyer shall indemnify, defend with competent and experienced counsel and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product itself would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval.

10. BREACH. In addition to any remedies specified elsewhere under these terms and conditions, and any remedies available to Seller under law or in equity, Seller may, immediately upon notice to the Buyer, do any, all, or any combination of the following in the event Buyer breaches any of these terms and conditions: (i) cease performance, including without limitation, cease further shipments of Product, (ii) terminate any service contracts then in effect for affected Product, or (iii) terminate any remaining product warranty for the affected Product.

11. SOFTWARE. With respect to any software products incorporated in or forming a part of the Products hereunder, Seller and Buyer intend and agree that such software products are being licensed and not sold, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licensee". Notwithstanding anything to the contrary contained herein, Seller or its licensor, as the case may be, retains all rights and interest in software products provided hereunder. Seller hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software provided hereunder solely for Buyer's own internal business purposes on the hardware products provided hereunder and to use the related documentation solely for Buyer's own internal business purposes. This license terminates when Buyer's lawful possession of the hardware products provided hereunder ceases, unless earlier terminated as provided herein. Buyer agrees to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without Seller's prior written consent. Seller will be entitled to terminate this license if Buyer fails to comply with any term or condition herein. Buyer agrees, upon termination of this license, immediately to return to Seller all software products and related documentation provided hereunder and all copies and portions thereof. Certain of the software products provided by Seller may be owned by one or more third parties and licensed to Seller. Thus, Seller and Buyer agree that such third parties retain ownership of and title to such software products. The warranty and indemnification provisions set forth herein shall not apply to software products owned by third parties and provided hereunder

12. LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SELLER OR ITS SUPPLIERS BE LIABLE TO BUYER OR ANY THIRD PARTY FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, LOST PROFITS, DATA OR BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH, WITHOUT LIMITATION, THE SALE OF THE PRODUCT, ITS USE, SELLER'S PERFORMANCE OR ANY OF THESE TERMS AND CONDITIONS, HOWEVER ARISING OR CAUSED AND ON ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STATUTORY DUTY OR OTHERWISE). TO THE EXTENT PERMITTED BY LAW, SELLER'S TOTAL AND CUMULATIVE LIABILITY TO BUYER OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS, INCLUDING WITHOUT LIMITATION, THE PRODUCT (INCLUDING USE THEREOF) AND SELLER'S PERFORMANCE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STATUTORY DUTY OR OTHERWISE, SHALL IN NO EVENT EXCEED THE AMOUNT PAID TO SELLER FOR THE PARTICULAR PRODUCT CONTAINED IN THE PARTICULAR ORDER THAT DIRECTLY CAUSED THE LIABILITY

13. COMPLIANCE WITH LAWS. Buyer acknowledges and agrees that Seller, and Seller's affiliates, may be required by applicable law and regulation (including codes of practice enforceable by law) ("Healthcare Laws") to disclose the existence of these terms and conditions, these terms and conditions including financial terms, and the subject matter. Seller agrees it, and its affiliates, will disclose the least amount of information as possible in order to comply with such Healthcare Laws. Buyer shall deal with the Products in conformity with applicable laws of all government authorities, including without limitation the U.S. Export Administration Act. Buyer shall obtain all permits, licenses and other documentation required in connection with the purchase, installation, sale, export, shipment or use of any products. Buyer shall not divert or transship any products other than within the country of destination specified in our shipping order or permit anyone else to do so. Buyer acknowledges that it is responsible for ensuring at Buyer's sole cost that its facility meets the site requirements for the Equipment.

14. FORCE MAJEURE. Seller shall not be in breach of these terms and conditions nor liable for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control, including but not limited to acts of God, fire, flood, tornado, earthquake, hurricane, lightning, any action taken by a government or regulatory authority, actual or threatened acts of war, terrorism, civil disturbance or insurrection, sabotage, labor shortages or disputes, failure or delay in delivery by Seller's suppliers or subcontractors, transportation difficulties, interruption or failure of any utility service, raw materials or equipment, or Buyer's fault or negligence. In the event of any such delay the delivery date shall be deferred for a period equal to the time lost by reason of the delay.

15. SERVICE AGREEMENTS. If a Seller extended service contract for Equipment is being provided then Seller's standard terms and conditions for such service contract shall exclusively govern such extended service contract. Buyer agrees that all service contracts are both personal to Buyer and facility specific: services contracts cannot be transferred to a third party and may not be transferred to a new facility if the Equipment is relocated.

16. SELLER PROPERTY. Seller may maintain and use a database of orders and account information pertaining to Buyer for purposes of order processing, maintaining records, assisting with future orders of Buyer, and compliance with applicable laws and regulations. Buyer shall not disclose any terms of this transaction to any third party without the prior written consent of the Seller, except as (and only to the extent) required by securities or other applicable law. Buyer grants to Seller a non-exclusive, fully paid-up, royalty-free, worldwide, irrevocable, perpetual right and licence, with the right to sublicense, to use in any manner suggestions, ideas or comments provided by Buyer to Seller related to the Products.

17. GOVERNING LAW. All sales of the Products and these Terms and Conditions shall be governed by the laws of the country of establishment of Seller, without reference to its principles of conflict of laws. Any dispute arising from the execution, implementation or interpretation of a sale agreement between Buyer and Seller shall be subject to the exclusive jurisdiction of the courts of the country of establishment of Seller. Without prejudice to the above Seller may choose to bring a dispute before the court of the country of establishment of Buyer

18. ASSIGNMENT. Buyer may not delegate any duties nor assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void. Any actions or rights that may be performed or exercised by Seller may be performed or exercised by Seller itself or by any of its affiliates.

19. CONFIDENTIALITY. Buyer agrees that all pricing, discounts and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller. Buyer agrees to (1) keep such information confidential and not disclose such information to any third party, and (2) use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public.

20. NOTICE. Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other.

21. MISCELLANEOUS. Except as expressly stated in these terms and conditions, no right or license under any of Seller, or Seller's affiliates, intellectual property rights is or are granted expressly, by implication, or otherwise. All references to days mean calendar days unless specifically stated otherwise. To the extent permitted by law, Seller may cease performance (including cancellation of any order outstanding) immediately without liability to Buyer if Buyer becomes the subject of a petition for winding up of the Buyer or any proceeding relating to insolvency, receivership, administrative receivership, liquidation, company voluntary arrangement or scheme of arrangement with its creditors. These terms and conditions, including any terms and conditions in the Seller's user manual, package insert, and similar documentation, for the Product in effect on the date that the Product ships from Seller, represent the entire agreement between the parties regarding the subject matter hereof and supersede all prior discussions, communications, agreements, and understandings of any kind between the parties. The parties acknowledge and agree that by entering into these terms and conditions, they do not rely on any statement, representation, assurance or warranty of any person or entity other than as expressly set out in these terms and conditions. Each party agrees that it shall have no right or remedy (other than for breach of contract) in respect of any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in these terms and conditions. Nothing in this Section shall exclude or limit liability for fraud. No amendment to these terms will be effective unless made in writing signed by both parties. No waiver of any right, condition, or breach of these terms and conditions will be effective unless in writing and signed by the Party who has the right to waive the right, condition or breach and delivered to the other Party. If any provision or part-provision hereunder is held invalid, illegal or unenforceable, it shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties, and the remaining terms will continue in full force and effect. The failure or delay of either party to exercise any right or remedy provided herein or to require any performance of any term these terms and conditions shall not be construed as a waiver and no single or partial exercise of any right or remedy provided herein or to require any performance of any term or the waiver by either party of any breach shall not prevent a subsequent exercise or enforcement of, or be deemed a waiver of any subsequent breach of, the same or any other term. Except as expressly provided in these terms and conditions, the rights and remedies of each party under these terms and conditions are cumulative and not exclusive of any rights or remedies provided by law or regulation. Nothing herein shall constitute or create a joint venture, partnership, or any other similar arrangement between the parties.

Customer Signature: _____

Signature Date: _____

Name Printed: _____

Title: _____

Company Name: _____



Quotation

To
Director
NCI AIIMS
Jhajjar

Quotation No. CPHD/QN/844
Date: 25.11.2020

Sr. No.	Product Descriptions	Qty.	Unit Price	Total Price	
1	Xpert-TB (Xpert MTB/RIF-Ultra) - 50 Cartridges	1	54,300.00	54,300.00	
				IGST@12%	6,516.00
				Total:	60,816.00

Amount in words: Sixty Thousand Eight Hundred Sixteen Only

Validity: 30 days
Taxes: Inclusive of GST
Local Levies Offer excludes Octroi and/or other local levies, payable extra by the customer
Payment Terms 100% advance along with purchase order.
Road permit Entry permits/ Waybill/ Any other state requirements if applicable, to be provided by consignee before dispatch.
Delivery 2 to 4 weeks from receipt of order and 100% advance payment
Order favoring Cepheid India Pvt Ltd
Note Price quoted are based on current import duty structure – any changes in the same at the time of delivery will be applicable to the customer

For Cepheid India Pvt Ltd

· The quoted prices are available only to members of the I-PAQT initiative, the prices will be governed by IPAQT team only.

Authorized Signatory

CEPHEID INDIA PVT. LTD., ACORN WAREHOUSE AND LOGISTIC PARK, W6-B, 68.30KMS,N.H.-8,
VILLAGE - KAPRIWAS AND MALPURA, TEHSIL - DHARUHERA, DISTRICT - REWARI - 122110, HARYANA

GSTIN: 06AAFCC3879H1ZG, State Code - 06

Company Identification No: U33110 DL20 13FTC 256833

www.cepheidinternational.com



Quotation

To
Director
NCI AIIMS
Jhajjar

Quotation No. CPHD/QN/845
Date: 25.11.2020

Sr. No.	Product Descriptions	Qty.	Unit Price	Total Price	
1	Xpert Xpress SARS-COV-2 (10 Cartridges)	1	19,770.00	19,770.00	
				IGST@12%	2,372.40
				Total:	22,142.40

Amount in words: Rupees Twenty Two Thousand One Hundred Forty Two Only

Validity: 30 days
Taxes: Inclusive of GST
Local Levies: Offer excludes Octroi and/or other local levies, payable extra by the customer
Payment Terms: 100% advance along with purchase order.
Road permit: Entry permits/ Waybill/ Any other state requirements if applicable, to be provided by consignee before dispatch.
Order favoring: Cepheid India Pvt Ltd
Note: Price quoted are based on current import duty structure – any changes in the same at the time of delivery will be applicable to the customer
Delivery: Cepheid will use reasonable efforts to supply the Products, but makes no guarantee or representation concerning availability of Products. Notwithstanding any agreed delivery dates, Cepheid will retain the right to deliver the Products as and when it becomes available, and/or make partial delivery of the Product and / or no delivery. Both parties recognize there may be disruptions to business, and in such circumstances, and in the event of a delay or inability of Cepheid to the supply the Products. NCI AIIMS will not apply or impose any penalties, nor will Cepheid be liable for any costs, compensation or liability associated with any delay or failure to supply the Products.
Note 1: The quoted price is basis the Custom Duty Waiver on the quoted product. This is subjected to change as the guidelines change from Government of India.

For Cepheid India Pvt Ltd

Authorized Signatory

CEPHEID INDIA PVT. LTD., ACORN WAREHOUSE AND LOGISTIC PARK, W6-B, 68.30KMS,N.H.-8,
VILLAGE - KAPRIWAS AND MALPURA, TEHSIL - DHARUHERA, DISTRICT - REWARI - 122110, HARYANA

GSTIN: 06AAFCC3879H1ZG, State Code - 06

Company Identification No: U33110 DL20 13FTC 256833

www.cepheidinternational.com



Quotation


To
Director
NCI AIIMS
Jhajjar

Quotation No. CPHD/QN/846
Date: 25.11.2020

Sr. No.	Product Descriptions	Qty.	Unit Price	Total Price
1	BCR/ABL-Ultra (10 Cartridges with reagents)	1	64,000.00	64,000.00
2	Carba-R(10 Cartridges)	1	28,500.00	28,500.00
3	C. Difficile (10 Cartridges with reagents)	1	28,500.00	28,500.00

Validity: 30 days
Taxes: GST are extra as applicable at the time of delivery.
Local Levies Offer excludes Octroi and/or other local levies, payable extra by the customer
Payment Terms 100% advance along with purchase order.
Road permit Entry permits/ Waybill/ Any other state requirements if applicable, to be provided by consignee before dispatch.
Delivery 2 to 4 weeks from receipt of order and 100% advance payment
Order favoring Cepheid India Pvt Ltd
Note Price quoted are based on current import duty structure – any changes in the same at the time of delivery will be applicable to the customer
Exchange Rates The rates are calculated at the current Exchange rate of US\$. Any changes more than 5% at the time of delivery will be applicable to the customer.

For Cepheid India Pvt Ltd



Authorized Signatory
CEPHEID INDIA PVT. LTD., ACORN WAREHOUSE AND LOGISTIC PARK, W6-B, 68.30KMS,N.H.-8,
VILLAGE - KAPRIWAS AND MALPURA, TEHSIL - DHARUHERA, DISTRICT - REWARI - 122110, HARYANA
GSTIN: 06AAFCC3879H1ZG, State Code - 06
Company Identification No: U33110 DL20 13FTC 256833
www.cepheidinternational.com

ALL INDIA INSTITUTE OF MEDICAL SCIENCES
ANSARI NAGAR, NEW DELHI-110029

1	Item/Type Model No. required along with specification	GeneXpert 16 modules system
2	Is the item a spar parts attachment or accessory for an existing equipment	New Equipment
3	Name of manufacturers/supplier of the item proposed by the indenter	M/s Cepheid HBDC SAS (Supplier of GeneXpert products, France)
4	Are they sole manufacturers/distributors of the items	Yes
5	Is there any other item with similar/equivalent specification available in the market to meet the job requirement envisaged. If yes, why the same can't be procured. Demanding officer should bring out comparative functional advantages/cost effectiveness of the recommended item from these offered by other	NO
6	What were the efforts made to locate alternative source of supply or use other substitutes	The items mentioned in col.1 are proprietary of M/s Cepheid HBDC SAS, France and are exclusively distributed by them only. Thus no other supplier provides the said items. Also, for the better reproducibility of results other substitutes could not be used.
7	Why open/limited tender can't be resorted to for locating alternative source.	As the said items are proprietary and no other supplier provides the same therefore open/limited tender was not resorted.
8	Are the proprietary items certifying that the rates are reasonable or not.	Rates are reasonable (certificate attached)
9	Any other justification for procuring item from single source.	Proprietary

Signature of Indenter
(Demanding Officer)

Counter Signature
(Head of the Department)

डॉ. उर्वशी बी. सिंह/Dr. URVASHI B. SINGH, MD, PhD

I certify that the items at Sr.No.1 above is required to be procured on the single tender basis as the source of supply is definitely known/the specific brand proposed was advantages in meeting our functional requirements and limited tender could be dispensed with as they would serve no use for purpose in this particular case.

(Strike out whichever is not applicable)

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ALL INDIA INSTITUTE OF MEDICAL SCIENCES
ANSARI NAGAR, NEW DELHI-110029

1	Item/Type Model No. required along with specification	GeneXpert Module
2	Is the item a spare parts attachment or accessory for an existing equipment	Yes Accessories (Spare parts) for existing equipment)
3	Name of manufacturers/supplier of the item proposed by the indenter	M/s Cepheid HBDC SAS (Supplier of GeneXpert products, France)
4	Are they sole manufacturers/distributors of the items	Yes
5	Is there any other item with similar/equivalent specification available in the market to meet the job requirement envisaged. If yes, why the same can't be procured. Demanding officer should bring out comparative functional advantages/cost effectiveness of the recommended item from those offered by other	NO
6	What were the efforts made to locate alternative source of supply or use other substitutes	The items mentioned in col.1 are proprietary of M/s Cepheid HBDC SAS, France and are exclusively distributed by them only. Thus no other supplier provides the said items. Also, for the better reproducibility of results other substitutes could not be used.
7	Why open/limited tender can't be resorted to for locating alternative source.	As the said items are proprietary and are used in closed system as such no other supplier provides the same therefore open/limited tender was not resorted.
8	Are the proprietary items certifying that the rates are reasonable or not.	Rates are reasonable (certificate attached)
9	Any other justification for procuring item from single source.	As said above, for the better reproducibility of results and these are closed system items, fit in the proprietary instrument of Cepheid HBDC SAS only, they were procured from single source only.

Signature of Indenter
(Demanding Officer)

R. Chaudhry
Counter Signature
(Head of the Department) DHRV
Professor & Head
Department of Microbiology
All India Institute of Medical Sciences
Ansari Nagar, New Delhi-110029

I certify that the items at Sr.No.1 above is required to be procured on the single tender basis as the source of supply is definitely known/the specific brand proposed has advantages in meeting our functional requirements and limited tender could be dispensed with as they would serve no useful purpose in this particular case.

(Strike out whichever is not applicable)



WEB WWW.CEPHEID.COM
MAIN 1.888.336.2743
FAX 1.408.541.4192

PROPRIETARY ARTICLE CERTIFICATE

We, Cepheid, located at 904 Caribbean Drive, Sunnyvale CA 94089 U.S.A., having facilities and/or offices at

Cepheid 904 Caribbean Drive, Sunnyvale CA USA 94089
Cepheid AB, Rontgenvagen 5, SE-171 54 Solna, Sweden and
Cepheid Europe S.A.S., Vira Solelh, 81470 Maurens Scopont, France

hereby confirm that one of the above facilities is designated as the official manufacturer of record for the molecular diagnostics system identified below ("Cepheid Products"). Cepheid is the owner of the following subsidiary companies in the Europe:

Cepheid AB, Located at Rontgenvagen 5, SE-171 54 Solna, Sweden; and
Cepheid Europe S.A.S., with registered office at Vira Solelh, 81470 Maurens Scopont, France

We confirm that we have control over the manufacture of our system and hold patent, license and trademark and other intellectual property rights for the technology and hardware in the GeneXpert system and tests as listed below:

Cepheid Products:

- GeneXpert Dx System
- Xpert MTB/RIF
- Xpert MRSA/SA Blood Culture
- Xpert CT/NG
- Xpert TV
- Xpert Norovirus
- Xpert GBS LB
- Xpert Flu
- Xpert Flu/RSV XC
- Xpert Xpress Flu/RSV
- Xpert C. Difficile
- Xpert C. Difficile/Epi
- Xpert vanA
- Xpert vanA/vanB
- Xpert FII & FV
- Xpert Bladder Cancer Monitor
- Xpert Breast Cancer STRAT4
- Xpert Modules
- Xpert MRSA/SA SSTI
- Xpert SA Nasal Complete
- Xpert MRSA
- Xpert MRSA NxG
- Xpert GBS
- Xpert HPV
- Xpert HCV Viral Load
- Xpert HIV-1 Qual
- Xpert HIV-1 Viral Load
- Xpert Carba-R
- Xpert BCR-ABL Ultra
- Xpert MTB/XDR
- Xpert HBV Viral Load
- Xpert MTB/RIF Ultra
- Xpert HCV VL Fingerstick
- Xpert Bladder Cancer Detection
- Xpert Xpress SARS-COV-2

Sowmya Arunkumar
Sr. Director- International Regulatory Affairs
Cepheid
Nov 02, 2020



To,
M/s.CEPHEID INDIA PVT.LTD,
Acorn Warehouse and Logistic Park,
W6-B, 68.30 KMS, N.H.-8
Villiage – Kapriwas And Malpura
Tehsil-Dharuhera, Dist.Rewari-122110.

Sub : Supply of CBNAAT Machine (GeneXpert XVI-16)

Ref : Your Quotation No. WCPHD/3003 xru.31/5/2020.

As per Your referred above Quotation Commissioner of Solapur Municipal Corporation sanctioned your quotation. We order the CBNNAT Machine for Solapur Municipal Corporation, Solapur. The bills in triplicate should please send for early payment.

Sr.No.	Name of the Item & Specification	Quantity ordered	Total Amount.
1.	GXXVI-16-L, GeneXp XVI-16 16 Site System with Laptop	1 Nos.	84,50,000/-
		GST 18%	15,21,000/-
		Total	99,71,000/-

Above Rates are F.O.R Destination Inclusive of Taxes & Packing Forwarding Charges.
Terms and Conditions.

- Material will be accepted by DOOR DELIVERY only.
- Delivery Period Argent bases from date of receipt of Confirmed Order.
- Write PAN CARD No on bills.
- Payment-100% advance along with Purchase order.
- Attach R/C Copy/Price List Copy along with bill.
- All other conditions will remain same as mentioned in the rate contract/Authorized Price list.
- Write Bank a/c No., IFSC Code for RTGS Payment.
- Payment made by deducting as per liable Taxes of Government rule.
- Warranty : Four years from the Date of Installation.

Please Send acknowledgement of Order for confirmation.



(P.Shivshankar, IAS)
Commissioner,
Solapur Municipal Corporation

SUPPLY ORDER
ALL INDIA INSTITUTE OF MEDICAL SCIENCES
 Ansari Nagar, New Delhi-110029

S.O. No. 57 /HoD/Med/2019-20

Date

M/s. Cepheid India Pvt. Ltd.
 Acorn warehouse and Logistic Park, W6-B
 6.30 KMS, N.H-8, Village-Kapriwas and Malpura,
 Tehsil- Dharuhera, District – Rewari-122110, Haryana

Date of Delivery

Dear Sir,

With reference to Reference No. N/CPHD/2019 Dated 28.11.2019 against this office Rate Enquiry No./ Tender No. Date you are requested to arrange supplies of under mentioned items at the price market against each and deliver the same to Store Officer, All India Institute of Medical Science, Ansari Nagar-110029.

S. No.	Nomenclature	No. of Quantity	Per in full	Rate per	Amount
1.	Carba-R (10 Cartridge)	10 boxes	10 boxes	28,500.00	2,85,000.00
	Total				2,85,000.00
	ADD GST 12%				34,200.00
	Grand Total				3,19,200.00

Copy to – 1. Store Account Section 2. Central Store Depot 3. Firm copy
 (Departmental Store Committee Members)

Prof. Ashutosh Biswas
Member

Prof. Sanjeev Sinha
Member

Prof. Naval K. Vikram
Chairman

Dr. Manish Soneja
Member

Dr. Piyush Ranjan
Member Secretary

Dr. Neera Nischal
Member (J.S)

Dr. Pankaj Jorwal
Member

Dr. Arvind Kumar
Member (J.S)

Dr. Ranveer S Jadon
Member

Dr. Animesh Ray
Member

Dr. Upendra Baitha
Member

Dr. Prayas Sethi
Member

Dr. Ved Prakash M
Member

GIA GENERAL
 Medicine M&S
 वर्ष 19-20 का रु 3,19,200/-
 के लिये रजिस्टर 62/58 में नोट
 पर लिया गया है।

Prof. & Head

ALL INDIA INSTITUTE OF MEDICAL SCIENCES
ANSARI NAGAR, NEW DELHI-110029

(TERMS & CONDITIONS OF SUPPLY ORDER)

1. Place of Delivery- Central store Depot, AIIMS Ansari Nagar New Delhi-110029
 2. Instruction for Dispat
 3. ch of goods: in case of mofussil firms intimation regarding dispatch of goods should immediately be sent through speed post/telegram to the store officer, AIIMS to enable the institute to take delivery on indemnity bond to avoid demurrage/warfare. Information with regard to the Railway receipt no. No. of Packages Freight paid/ to pay must be indicated in case these instruction are not fully complied with the demurrage liability of such charges shall rest with the sender.
 - (a) The package should be addressed to the store officer AIIMS Ansari Nagar New Delhi-110029 with clear indication of supply order no.
 4. Acknowledgement and discrepancies: The receipt of the supply order to any discrepancies should be checked and pointed out within 10 days of the issue of the order in case no letter to the contrary is received from the firm within 10 days, it will be assumed that the order has been accepted in full even though it may have been placed after the laps of the validity period of the quotation.
 - (a) The delivery date as stipulated shall be strictly adhered of falling which the Institute reserves the right to refuse the supplies. The extension of the date of delivery, if required should be obtained before the expected delivery date. The institute also reserves the right to impose liquidated damages as enumerated below or to effect risk purchase on the firms cost and risk.
 - (i) Supply delay for one month or part thereof - 2%
 - (ii) Supply delay for an additional month or a part thereof - 3%
 - (b) In case of non-supply the order shall be cancelled and the following penalty shall be Levied at the discretion of the Director AIIMS or his authorized representative.
 - (i) Supply order of the value of Rs. 40/- or below
No. Liquid damage
 - (ii) Supply order which remain unexcited and total value of non-supplied item is between Rs. 51/- to Rs. 500/-
10%
 - (iii) Supply orders which remain unexecuted and total value of non-supplied items is between Rs. 501/- to Rs. 1500/-
7.5%
 - (iv) Supply order which remain unexecuted and total value of non-supplied items is between Rs. 1501/- to 15000/-
5%
 - (v) Supply order which remain unexecuted and total value of non-supplied items is more than Rs. 15000/-
Security deposit may be forested and the name removed from the list of the approved suppliers of the institute for a period as may be decided by the Director, AIIMS or his authorized representative.
 5. Live items: in case of live items, the individual containers should be labeled with the date of manufacture and not more than 1/6th of their life should have expired at the time of their delivery to the institute.
 6. Discrepancy of Omission: the payments are made strictly on the basis of the supply order and firms are advised not to change anything over and above the amount stipulated in the supply order; in the event of there being any discrepancy, the made should first be referred to the institute for the issue of necessary amendments to the supply order before submission of the bill.
 7. Chalan: The suppliers should submit the challan in triplicate along with the goods to the respective Store/Depot (Mentioned in the 1st Page) AIIMS New Delhi-110029.
 8. Sales Tax: in case sales tax charged the suppliers are requested to indicate their sales tax registration number and following declaration should be endorsed on each copy of the bill:
"Certified that the stores mentioned in this bill are not exempted from the sales tax under the sales tax under the sales tax Act or Rules made there under and that said taxes have been charge according to rate"
 9. ALL BILLS SHOULD BE SUBMITTED TO THE ACCOUNTS OFFICER ALL INDIA INSTITUTE OF MEDICAL SCIENCES, NEW DELHI-110029 IN TRIPLICATE
 10. Excise surcharge: Following certificate should also be endorsed on each copy of the bills at the time of charging Excise Duty, if admissible:
" It is certified that the excise duty included in the bill is in accordance with the Excise Duty Rules and that the stores on which the excise duty has been charged are not exempted from excise duty under the Rules framed by the government of India for this purpose."
 11. The institute is not covered under Form 'B' and as such sales tax as stipulated may be billed at the rates applicable.
 12. Stores pertaining to the supply order may be dispatched in one lot as far as possible.
 13. (a) The payment will be made within 20 days of effecting complete supplies satisfactory to us through A/C payee cheque drawn on state bank of India Ansari Nagar, New Delhi-29 sent by Registered post.
(b) Payment will normally be made when the supplies are completed against a particular order. However, in case where the supplies worth 50% or more of the total value of the Supply Order are completed, payment to the extent of 75% of the cost of the supplies already made may be released on written request sent by Registered Post. The 25% amount so with held will be released when the rest of the supply is completed.
- IMPORTANT**
14. The procedure for rendering of bills is prescribed in Clauses 7, 8, and 9 above. It is essential that the bills should be in accordance with these clauses.
 - (i) The bill should be prepared in triplicate
 - (ii) The bill should be Pre-Receipted and affixed with Revenue Stamps where necessary
 - (iii) The bill should be supported by declaration showing S.T. Registration Number and certificate in the prescribed form enclosed each copy of the bill.
 - (iv) The bill should be supported by certificate for Excise Duty as stated in the above Clause.
 15. Postage and Freight: where payable in terms of Supply Order and is claimed in the bills, the original receipt granted by the Post Office and/ or the Railways should be attached.

SUPPLY ORDER
ALL INDIA INSTITUTE OF MEDICAL SCIENCES

Ansari Nagar, New Delhi-110029

S.O. No. 70

Date 5/2/2020

M/s. Cepheid India Pvt. Ltd.
 ACORN WAREHOUSE And LOGISTIC Park
 W6-B 68.30 KMS, NH -8, Village- Kapriwas and Malpura
 Tehsil- Dharuhera, District - Rewari-122110 Haryana

Date of Delivery 20/3/2020

Dear Sir,

With reference to Quotation No. N/CPHD/1951 Dated 09.11.2019 against this office Rate Enquiry No. / Tender No. Date you are requested to arrange supplies of under mentioned items at the price market against each and deliver the same to Store Officer, All India Institute of Medical Science, Ansari Nagar-110029.

S. No.	Nomenclature	No. of Quantity	Per in full	Rate Per	Amount in US\$
1.	XPRT- TB (XPRT MTB/RIF- Ultra)- 50 Cartridges/ box	04 boxes)	(04 boxes)	54,300.00 for 50 Cartridges/box	2,17,200.00 ✓
	GST @ 12%				26,064.00 ✓
	Total				2,43,264.00 ✓

Copy to - 1. Store Account Section 2. Central Store Depot 3. Firm copy

(Departmental Store Committee Members)

Prof. Ashurosh Biswas
Member

Prof. Navaj K. Vikram
Chairman

Prof. Sanjeev Sinha
Member

Dr. Marush Soneja
Member

Dr. Vyush Ranjari
Member Secretary

Dr. Neeraj Nigral
Member

Dr. Pankaj Jorwal
Member

Dr. Arvind Kumar
Member

Dr. Ranveer Singh
Member

Dr. Animesh Ray
Member

Dr. Upendra Baitha
Member

Dr. Piyas Setlu
Member

Dr. Ved P. Meena
Member

GIA GENERAL

Medicine
18.20. 243264L

60/74

Prof. & Head

[Signature]

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Ao



WWW.CEPHEID.COM
1.888.336.2743
1.408.541.4192

TO WHOM IT MAY CONCERN

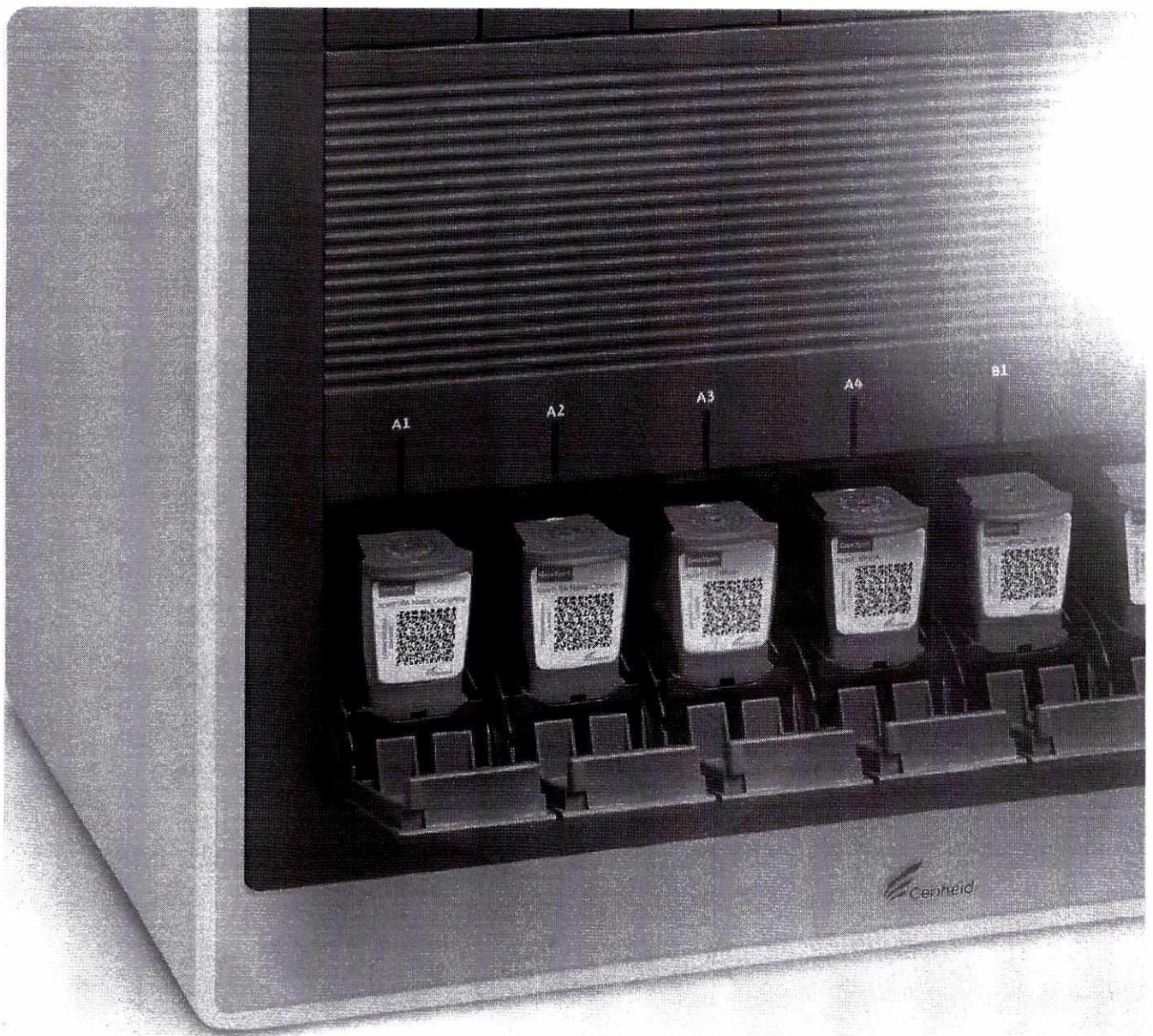
We Cepheid, located at 904 Caribbean Drive, Sunnyvale, CA 94089 USA, who are established and reputable manufacturers of Molecular Diagnostic Systems (in Vitro Diagnostics Reagents/Kits, GeneXpert Systems and associated accessories), having factories and/or offices at 904 Caribbean Drive, Sunnyvale, California, CA 94089, USA Cepheid AB, Rontgenvagen 5, SE-171 54 Solna, Sweden and Cepheid, Vira Soleh, 81470 Maurens Scopont, France, hereby confirm that M/s. Cepheid India Private Limited, DSM 214 & 215, 2nd Floor DLF Towers, Shivaji Marg, New Delhi- 110015 having warehouse at Cepheid India Pvt. Ltd., Acron Warehouse and Logistic Park, W6-B, 68.30KMS,N.H.-8 Village – Kapriwas and Malpura, Tehsil – Dharuhera, District - Rewari – 122110, Haryana is the only affiliates to bid, negotiate and conclude the contract in regard to business across India.

We confirm that we are the exclusive manufacturers and hold all patent or license rights and Trade marks for the technology and hardware in the GeneXpert System and associated accessories.

Yours faithfully,

Christian Borjesson
Senior Vice President, Global Marketing and Strategic Planning
Sunnyvale, USA
Apr 30, 2020





The New GeneXpert® System

New Systems. Same game-changing performance.

 **Cepheid.**
A better way.



WE CAN'T THINK OF BETTER WORDS THAN "GAME CHANGING"

Improving patient outcomes is the primary goal of any diagnostic system. But our GeneXpert® family of systems have set a new standard in workflow flexibility, 24/7 testing accuracy, and user-friendly design — delivered in an astonishingly beautiful and compact package.

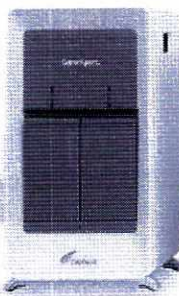
But we've done more than just repackage a good thing — we've improved on the fit, form, and function of the most popular molecular diagnostic platform on the market.

GeneXpert System technology is the cornerstone of our unique approach to a molecular diagnostics product suite, which allows us to offer a complete menu of tests on a single, fully scalable, consolidated workstation.

The GeneXpert System is available in a one, two, four, or 16-module configuration. All have our proven GeneXpert module at their analytic heart, and use the same patented cartridge technology for every Xpert® test.



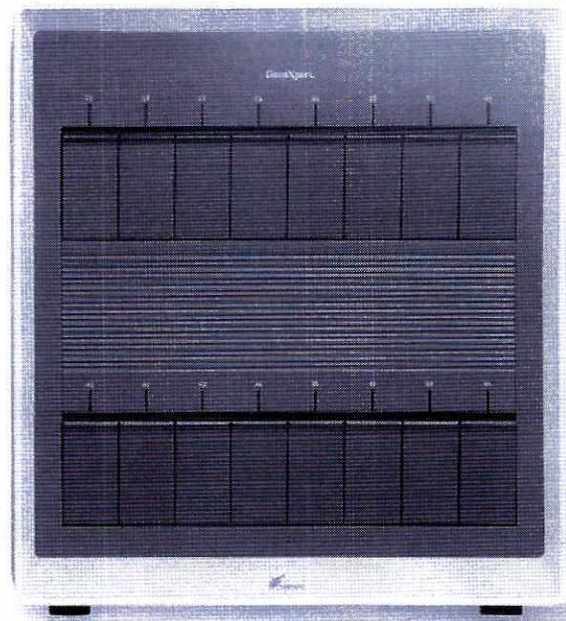
GeneXpert I



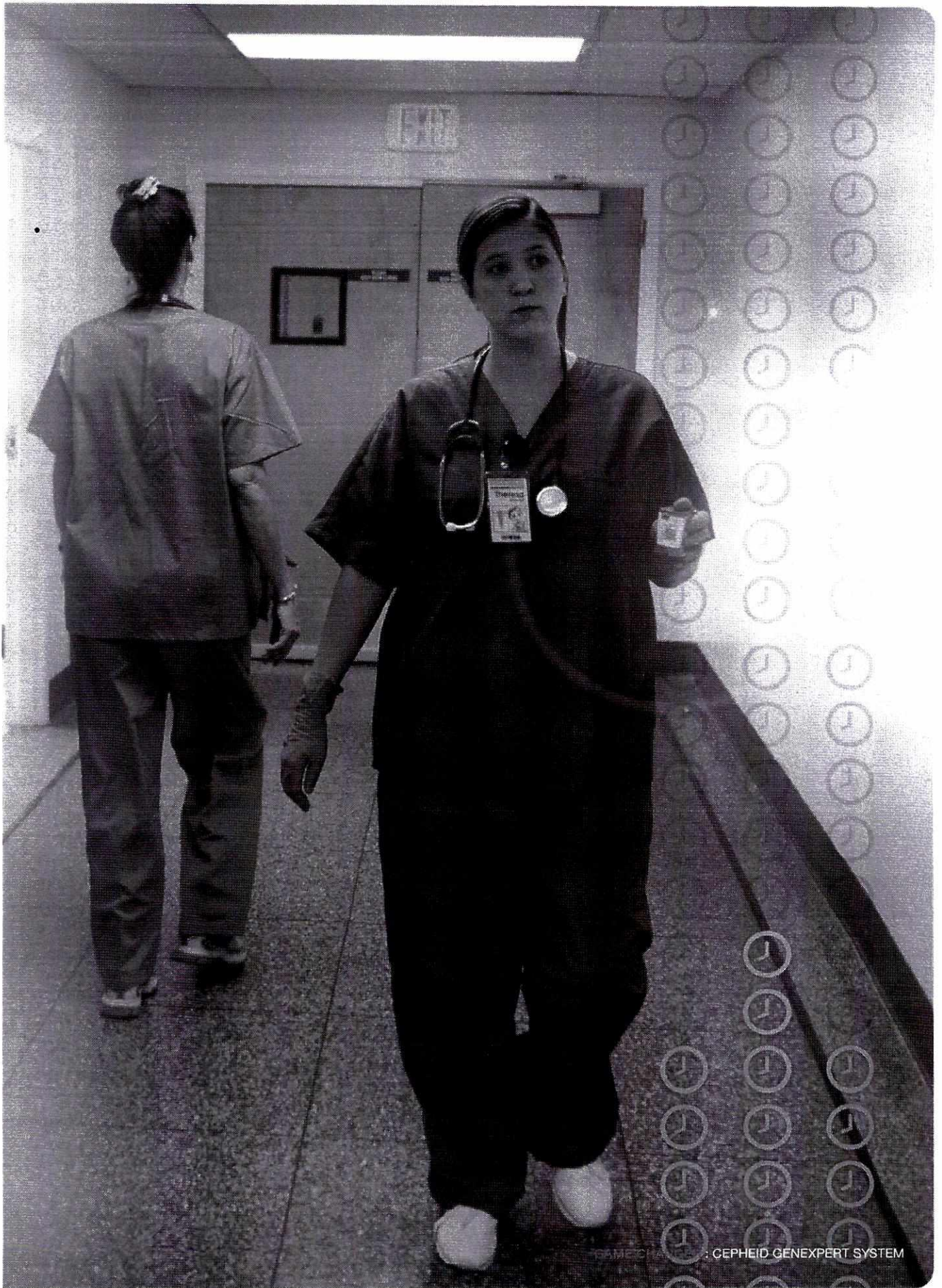
GeneXpert II



GeneXpert IV



GeneXpert XVI



ROAMERCHA : CEPHEID GENEXPERT SYSTEM





GAME CHANGER : SPEED

When it comes to speed, other molecular analyzers simply can't compete.

The GeneXpert[®] System returns most test results in about an hour, including sample preparation! Our systems deliver results even faster than many alternative technologies, such as EIA or Immunoassay.

With the GeneXpert System, labs no longer need rows of equipment and extensively trained staff to deliver molecular results. No matter which GeneXpert System you choose, Cepheid's technology makes on-demand molecular testing available to everyone with unprecedented speed and ease-of-use.

Our patented cartridges also deliver unsurpassed accuracy across the broadest possible menu, and are virtually unlimited in the sample types they can process.

GeneXpert Cartridge

The cornerstone of the GeneXpert testing process is Cepheid's patented, self-contained, single use cartridge. Sample extraction, amplification and detection are all carried out within this self-contained "laboratory in a cartridge".

GeneXpert.

C1

C2

C3

C4

D1

D2

D3

D4

A1

A2

A3

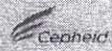
A4

B1

B2

B3

B4



GAME CHANGER : CEPHEID GENEXPERT SYSTEM



GAME CHANGER : SIZE

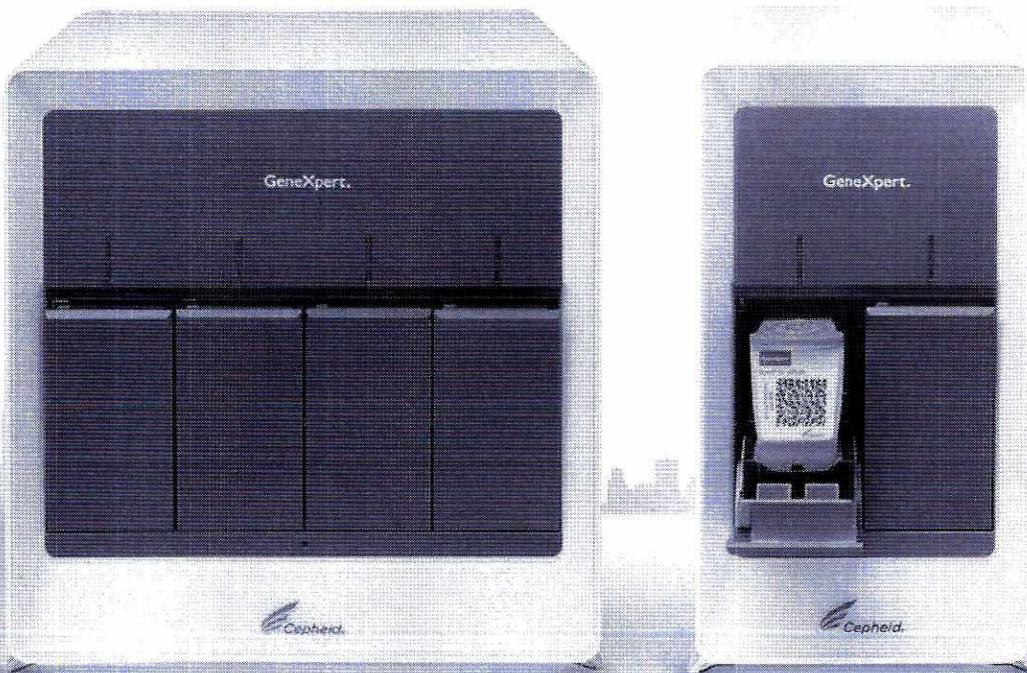
With its compact design, the GeneXpert® System allows for portability in the field and can run tests just about anywhere.

In fact, due to the recent World Health Organization (WHO) endorsement of our systems, Cepheid is now making molecular diagnostics a reality, even in the most remote places on earth.

The decreased system footprint and consolidated testing design creates space-saving efficiency, reducing the need

for multiple testing platforms. These new systems are also designed to be stackable, for those labs where space is a particular issue.

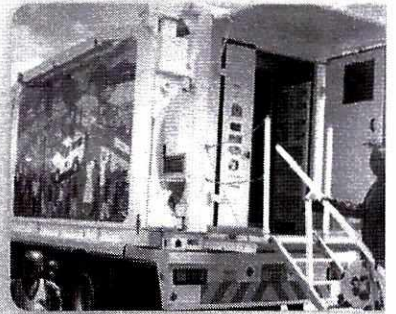
And we've now introduced a new configuration, the two-module GeneXpert System, to provide even more options for smaller institutions.





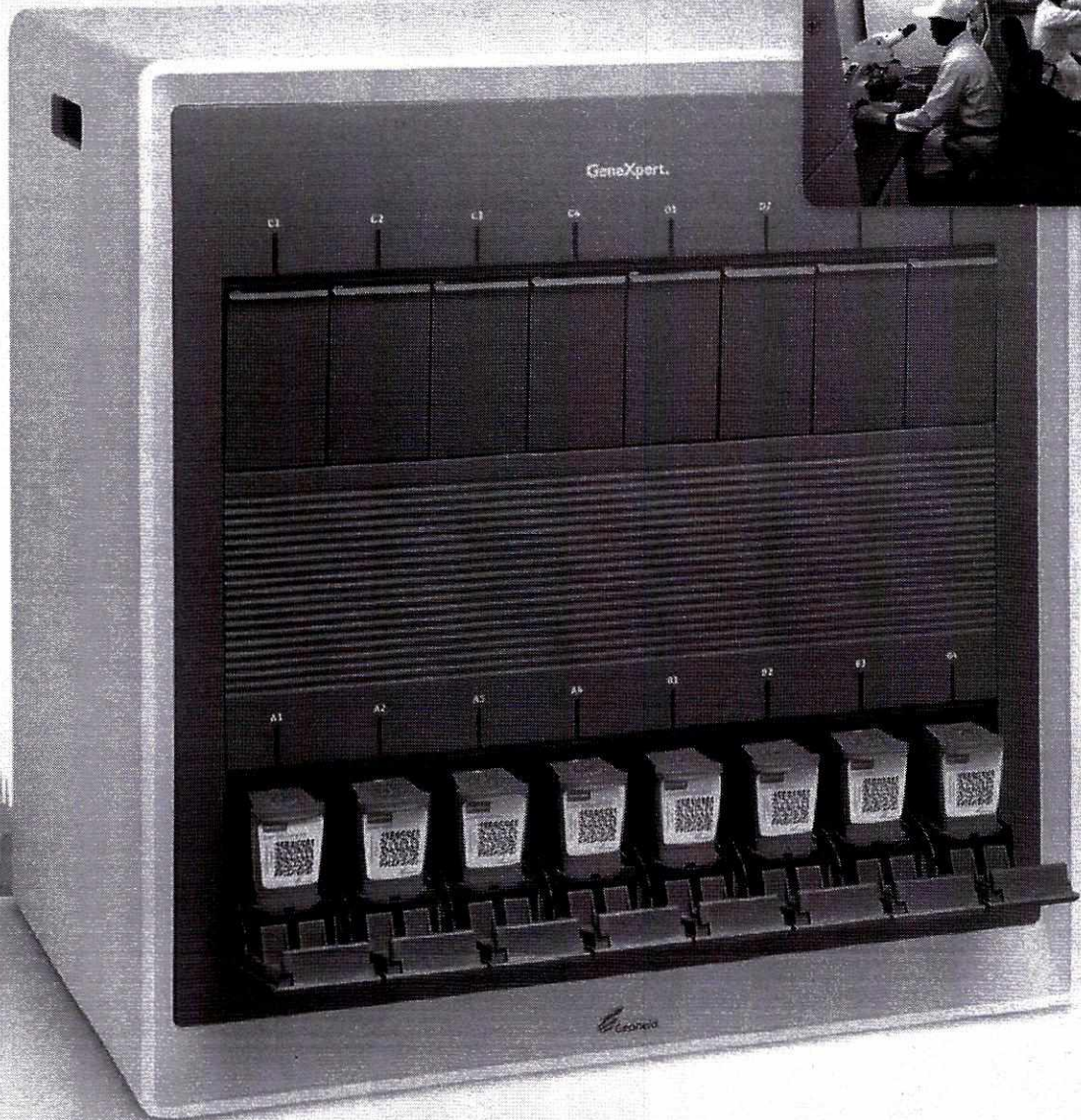
TB Detection Going Mobile

Photographs courtesy of Michael Hoelscher, University Munich/Mbeya Medical Research Programme



Processing Unit

A four-site GeneXpert System can be configured with 1, 2, 3 or 4 modules. A 16-site system can be configured with 4, 8, 12, or 16 modules. For the highest throughput applications, a GeneXpert Infinity System can scale to 80 modules. All systems can be easily upgraded with additional modules.





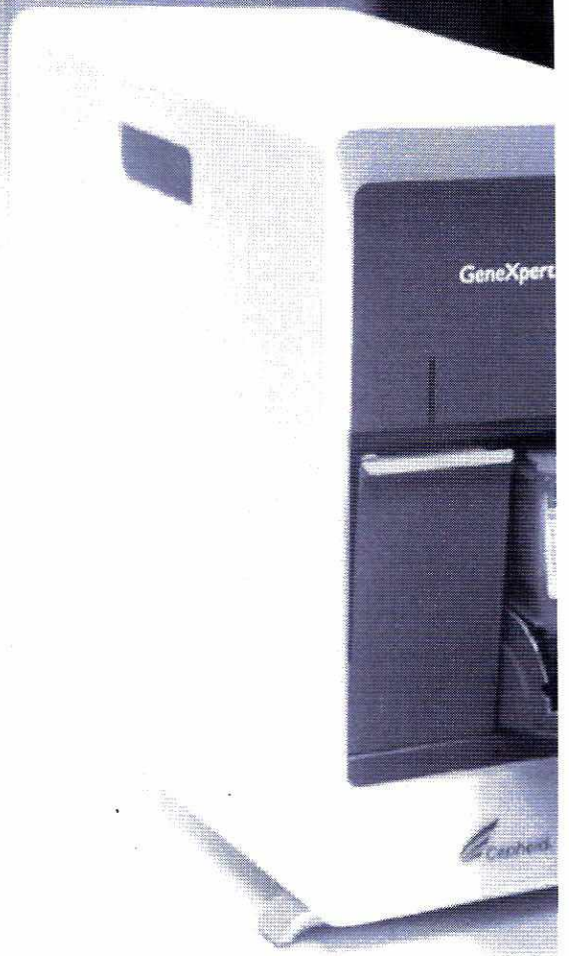
GAME CHANGER : IMPACT

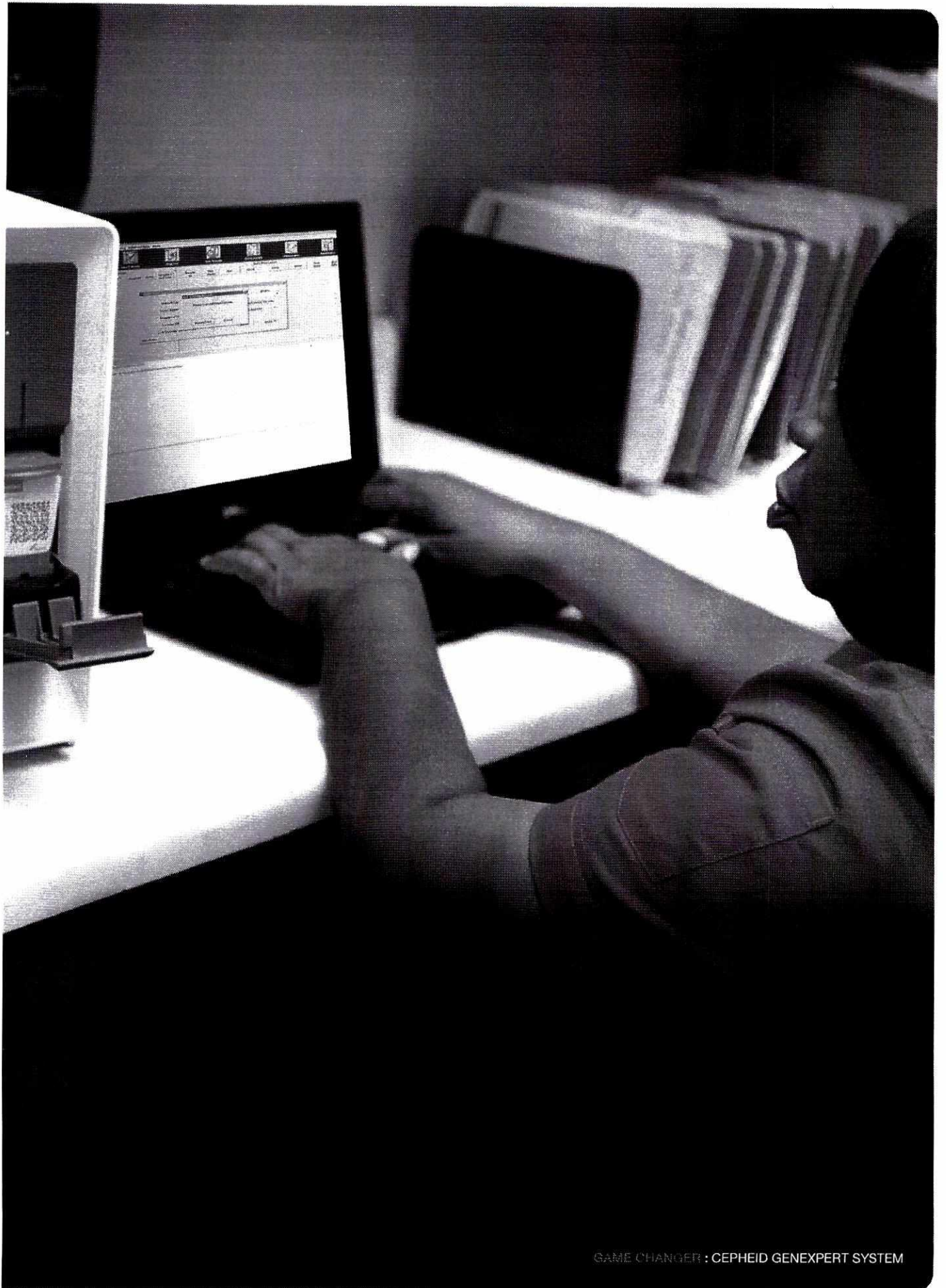
The GeneXpert® System fully integrates and automates sample extraction, amplification, and detection — all in one cartridge. On-demand. Just load a biological sample and the system does the rest.



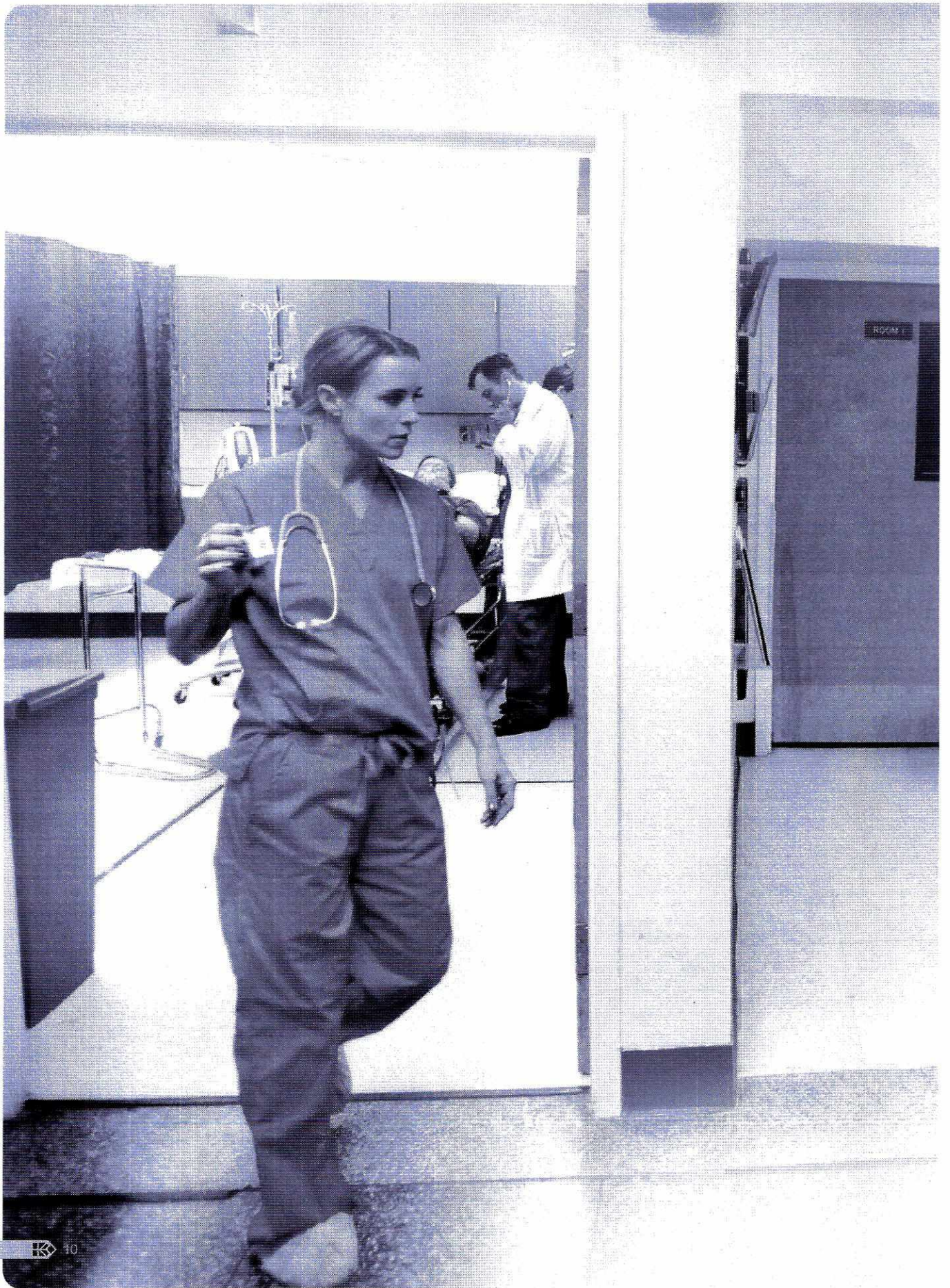
While implementing rapid MRSA surveillance testing with the GeneXpert® System, there were 138 patient care days saved and 230 more admissions, generating additional revenue of \$1,150,000 during the 2007 – 2008 period."

Denise Uettwiller-Geiger, Ph.D., DLM (ASCP)
Director of Laboratory Services and Clinical Trials
John T. Mather Memorial Hospital





GAME CHANGER : CEPHEID GENEXPERT SYSTEM





 **GAME CHANGER : MENU**

The simplicity of the GeneXpert® System is often compared to a chemistry or hematology analyzer. Simply load the cartridge and the system does the rest.

The unparalleled efficiency and ease-of-use will add unseen value to your entire institution. However, the "ripple effect" of rapid, real-time, random access results goes well beyond the four walls of the laboratory — everyone in your facility benefits from getting the right result at the right time, including your patients.

And all of Cepheid's GeneXpert Systems offer complete interfacing compatibility with your data management system, enabling your clinical staff to take full advantage of the speed and accuracy of molecular diagnostics.

Finally, the entire GeneXpert family is designed with LEAN principles in mind, in order to eliminate wasted time, effort, and resources at every opportunity. The systems can easily integrate into any lab to improve workload and workflow optimization.



Specifications

OPTICS

Dye detection limit < 1 nM

OPTICAL CHANNEL CHARACTERIZATION

Channel	Excitation	Emission	Calibrated Reporter Dyes
1	375-405	420-480	CF 1
2	450-495	510-535	FAM
3	500-550	565-590	Alexa Fluor® 532
4	555-590	606-650	Texas Red®
5	630-650	665-685	Alexa Fluor® 647
6	630-650	>700	CF 6

REACTION SITE THERMAL CONTROLS

- Solid state heater and forced-air cooling at each site
- Reaction chamber thermistors calibrated to $\pm 1.0^{\circ}\text{C}$ using National Institute of Standards and Technology (NIST)-traceable standards
- Up to 16 independently-controlled reaction sites

CARTRIDGES

Single-use disposable cartridges
Polypropylene construction

PERFORMANCE PARAMETERS

Heating ramp rates (max.):
10°C/sec from 50°C to 95°C

Cooling ramp rates (max.):
2.5°C/sec from 95°C to 50°C

Temperature duration accuracy:
 ± 1.0 sec from programmed time

Temperature accuracy:
 $\pm 1.0^{\circ}\text{C}$ from 60°C to 95°C

Melt curve programmable ramp rates:
0.01°C/sec to 1.0°C/sec

PHYSICAL DIMENSIONS

GX-I Processing Unit: 10.16 cm W x 30.48 cm H x 29.72 cm D

GX-II Processing Unit: 16.13 cm W x 30.48 cm H x 29.72 cm D

GX-IV Processing Unit: 27.94 cm W x 30.48 cm H x 29.72 cm D

GX-XVI Processing Unit: 57.79 cm W x 65.53 cm H x 33.86 cm D

POWER REQUIREMENTS

Rated Voltage: 100-240 V~, 50-60 Hz

Rated Current GX-I: 1.5A @ 100V~, 0.75 A @ 200V~

Rated Current GX-II: 1.5A @ 100V~, 0.75 A @ 200V~

Rated Current GX-IV: 1.9A @ 100V~, 0.95 A @ 200V~

Rated Current GX-XVI: 8.24A @ 100V~, 4.12 A @ 200V~

GENEXPERT® DIAGNOSTIC SYSTEM

GeneXpert Model GX-I

Single module instrument with desktop computer

GeneXpert Model GX-I

Single module instrument with laptop

GeneXpert Model GX-II

2 module instrument with desktop computer

GeneXpert Model GX-II

2 module instrument with laptop

GeneXpert Model GX-IV

4 module instrument with desktop computer

GeneXpert Model GX-IV

4 module instrument with laptop

GeneXpert Model GX-XVI

16 module instrument with desktop computer

GeneXpert Model GX-XVI

16 module instrument with laptop

PART NUMBERS*

GXI-1-D

GXI-1-L

GXII-2-D

GXII-2-L

GXIV-4-D

GXIV-4-L

GXXVI-16-D

GXXVI-16-L

*For a full listing of the instrument configurations available to meet your needs visit www.cepheldinternational.com

CORPORATE HEADQUARTERS

904 Caribbean Drive
Sunnyvale, CA 94089 USA

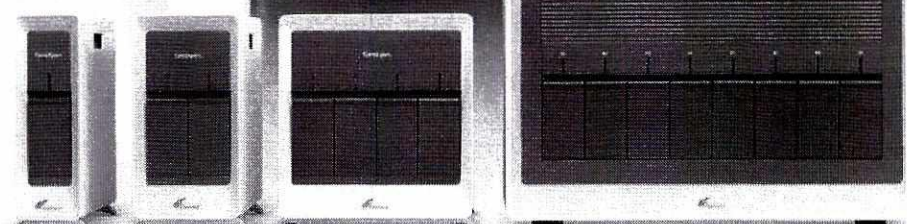
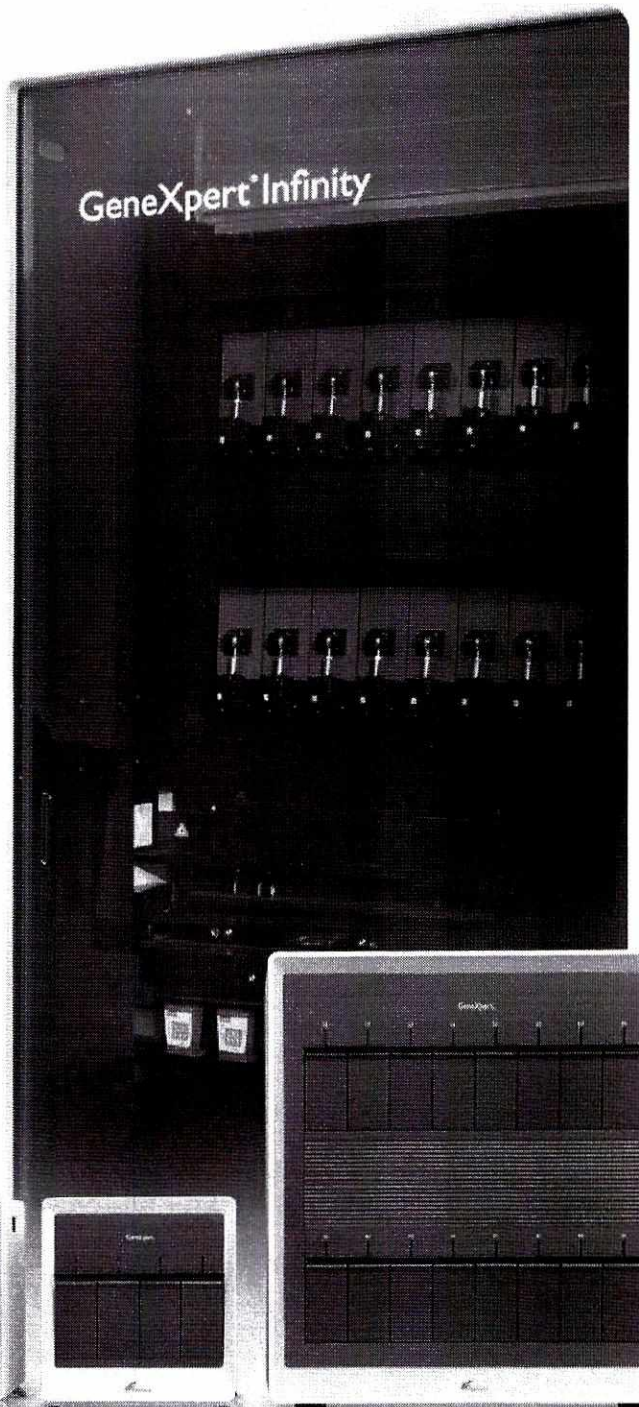
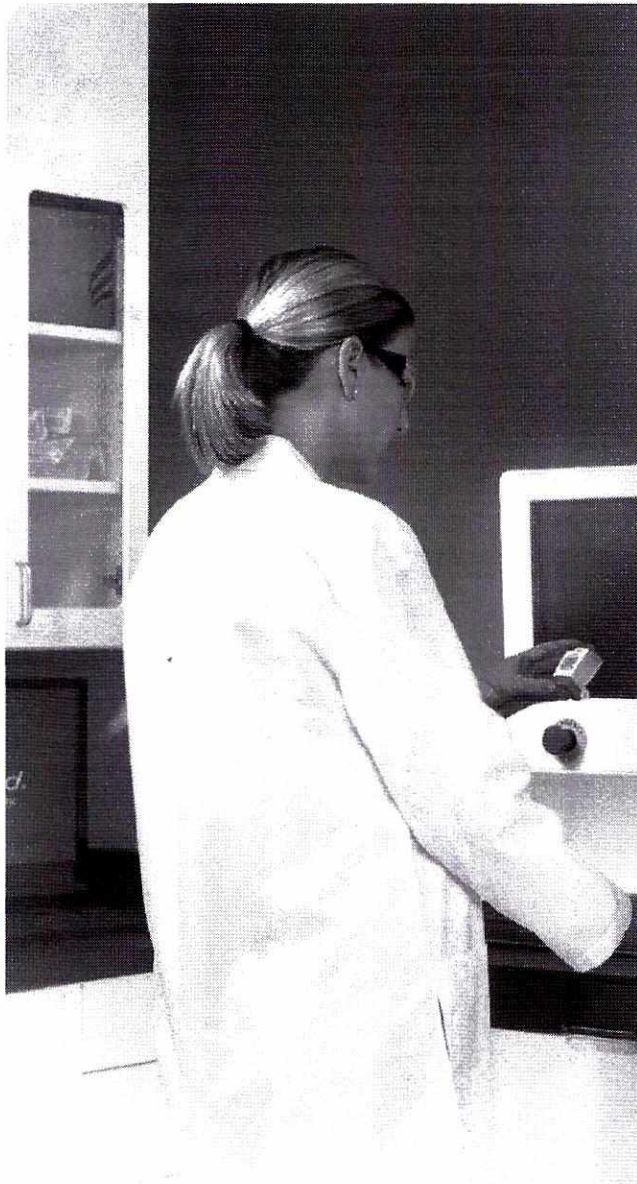
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EMAIL cepheld@cepheldeurope.fr

www.Cepheidinternational.com



GeneXpert I GeneXpert II GeneXpert IV GeneXpert XVI

The GeneXpert® System

→ *Molecular diagnostics made fast, accurate, and easy.*

With the GeneXpert® System and the Xpert® test menu, Cepheid delivers actionable results when clinicians need them most.





GeneXpert® System: CE-IVD Test Menu

			Number of Tests	Catalog Number
Healthcare-Associated Infections	Xpert® MRSA NxG	Active MRSA surveillance testing in around 45 minutes*	10 120	GXMRSA-NXG-CE-10 GXMRSA-NXG-CE-120
	Xpert® SA Nasal Complete	Pre-surgical testing of <i>S. aureus</i> and MRSA in about an hour	10 120	GXSACOMP-CE-10 GXSACOMP-120
	Xpert® MRSA/SA BC	Detection of MRSA and <i>S. aureus</i> in positive blood cultures in about an hour	10	GXMRSA/SABC-CE-10
	Xpert® MRSA/SA SSTI	Detection of MRSA and <i>S. aureus</i> skin and soft tissue infections in about an hour	10	GXMRSA/SA-SSTI-CE
	Xpert® <i>C. difficile</i> BT	Detection of <i>Clostridium difficile</i> infection with an independent call-out of binary toxin and differentiation of the 027 strain in around 45 minutes	10	GXCDIFFBT-CE-10
	Xpert® vanA/vanB	Rapid VRE screening for active outbreak prevention and control in around 45 minutes	10	GXVANA/B-CE-10
	Xpert® Carba-R	Detection and differentiation of KPC, NDM, VIM, IMP, and OXA-48 in 50 minutes	10 120	GXCARBARP-CE-10 GXCARBARP-CE-120
	Xpert® Norovirus	Identification and differentiation of Norovirus GI and GII in less than 1 hour*	10	GXNOV-CE-10
Critical Infectious Diseases	Xpert® Xpress SARS-CoV-2	Rapid detection of SARS-CoV-2 in as soon as 30 minutes*	10	XPRSARS-COV2-10
	Xpert® Xpress Strep A	Rapid detection of Group A Streptococcus DNA in as soon as 18 minutes*	10	XPRSTREPA-CE-10
	Xpert® Xpress Flu/RSV	Rapid detection and differentiation of Flu A, Flu B, and RSV in as soon as 20 minutes*	10	XPRSFLU/RSV-CE-10
	Xpert® MTB/RIF	Detection of <i>Mycobacterium tuberculosis</i> complex and Rifampin-resistance associated mutations in less than two hours	10 50	GxMTB/RIF-10 GxMTB/RIF-50
	Xpert® MTB/RIF Ultra	Detection of <i>Mycobacterium tuberculosis</i> complex and Rifampin-resistance associated mutations in less than 80 minutes	10 50	GxMTB/RIF-ULTRA-10 GxMTB/RIF-ULTRA-50
	Xpert® W TB/XDR	Detection of <i>Mycobacterium tuberculosis</i> complex and mutations associated with drug resistance towards isoniazid, Fluoroquinolones, Second-Line Injectable Drugs and Ethionamide in less than 90 minutes, leveraging 10-color GeneXpert technology	10	GxMTB/XDR-10
	Xpert® EV	Detection of enteroviruses in CSF in 2.5 hours	10	GxEV-100N-10
Xpert® Ebola	Detection of Ebola Zaire virus in around 90 minutes	10 50	GXEbola-CE-10 GXEbola-CE-50	
Women's & Sexual Health	Xpert® CT/NG	Detection of <i>Chlamydia trachomatis</i> and <i>Neisseria gonorrhoeae</i> infections in about 90 minutes	10 120	GXCT/NGX-CE-10 GXCT/NGX-CE-120
	Xpert® CT	Detection of <i>Chlamydia trachomatis</i> infections in about 90 minutes	10	GXCT-CE-10
	Xpert® TV	Detection of <i>Trichomonas vaginalis</i> in male and female specimens in around one hour*	10	GXTV-CE-10
	Xpert® HPV	Detection of high risk Human Papillomavirus (HPV) – Identifies types HPV 16 and HPV 18/45; reports 11 other high risk types in pooled results in less than one hour	10	GxHPV-CE-10
	Xpert® GBS	Intrapartum detection for Group B Streptococcus (GBS) during labor/delivery in less than one hour	10	GXGBS-100N-10
Virology	Xpert® HBV Viral Load	Detection and quantitation of Hepatitis B virus (HBV) in less than one hour	10	GxHBV-VL-CE-10
	Xpert® HCV Viral Load	Detection and quantitation of Hepatitis C virus (HCV) in 105 minutes	10	GxHCV-VL-CE-10
	Xpert® HCV VL Finger-stick	Detection and quantitation of Hepatitis C virus (HCV) in about an hour	10	GxHCV-FS-CE-10
	Xpert® HIV-1 Qual	Detection of Human Immunodeficiency Virus Type 1 (HIV-1) in around 90 minutes	10	GxHIV-OA-CE-10
Xpert® HIV-1 Viral Load	Detection and quantification of Human Immunodeficiency Virus type 1 (HIV-1) in around 90 minutes	10	GxHIV-VL-CE-10	
Oncology & Genetics	Xpert® Bladder Cancer Detection	Detection of the presence of bladder cancer in patients with hematuria in around 90 minutes	10	GxBLAD-CD-CE-10
	Xpert® Bladder Cancer Monitor	Qualitative monitoring for recurrence in patients previously diagnosed with bladder cancer in around 90 minutes	10	GxBLAD-CM-CE-10
	Xpert® Breast Cancer STRAT4	Semi-quantitative measurement of ESR1, PGR, ERBB2, and Mki67 from FFPE invasive breast cancer tissue in 70 minutes	10	GxBcSTRAT4-CE-10
	Xpert® BCR-ABL Ultra	Standardized measurement of BCR-ABL p210 transcript levels for individuals with Chronic Myeloid Leukemia (CML) in under 2 hours	10	GxBcRABL-10
	Xpert® FII & FV	Identification of genetic risk factors for thrombosis in around 30 minutes	10	GxFIIFV-10

* With Early Assay Termination (EAT) for positive results

† With EAT for positive results. Reporting negatives and combined reporting in 30 minutes.



In Vitro Diagnostic Medical Devices Not all tests available in all countries.

CORPORATE HEADQUARTERS

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Sunnyvale, CA 94089 USA

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FAX +1.408.541.4192

EUROPEAN HEADQUARTERS

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FAX +33.563.82.53.01
EMAIL cepheid@cepheid.europa.fr

www.Cepheidinternational.com