



# **All-India Institute of Medical Sciences Ansari Nagar, New Delhi-29.**

## **(STORES SECTION (DO))**

**Dated: 24<sup>th</sup> January 2015**

**Ref. No.49/Stores (DO)/Med/Proprietary/2014-15/FSC**

**Subject:** Purchase of GeneXpert XVI-16 Module with Laptop R2 System for Department of Medicine at AIIMS, New Delhi-29 on proprietary basis- **Inviting comments thereon.**

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The Institute is in the process to purchase **GeneXpert XVI-16 Module with Laptop R2 System** for Department of Medicine at AIIMS, New Delhi-29 from M/s.Cepheid HBDC SAS, France on proprietary basis. The proposal submitted by M/s.Cepheid HBDC SAS, France and PAC certifications are attached.

The above documents are being uploaded for open information to submit objections, comments, if any, from any manufacturer regarding proprietary nature of the equipment/item within issue of 15 days giving reference **No.49/Stores(DO)/Med./Proprietary/2014-15/FSC**. The comments should be received by office of Sr. Stores Officer, Stores Section (DO), Animal House Building, Near Biotechnology Building at AIIMS on or before **13.02.2015 upto 12.30 p.m.**, failing which it will be presumed that any other vendor is having no comment to offer and case will be decided on merits.

**Yours faithfully,**

**SR. STORES OFFICER**

**Encl: Related documents enclosed.**

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

PROPRIETARY/SPECIFIC BRAND GOODS CERTIFICATE

1. Item/Type/Model No. required Along with specification. *GXXVI-16-L*
2. Is the item a spare part attachment or accessory for an existing equipment *- NA -*
3. Name of the manufacturers/supplier of the item proposed by the Indentor. *Cepheid HBDC SAS*
4. Are they sole manufacturers/sold distributors of the item. *Yes.*
5. Is there any other item with similar/ Equivalent specification available in The market to meet the job requirement envisaged. If the answer is 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 where the efforts made to locate alternative source of supply or use Other substitutes. *Internet search and enquired with the other manufacturing companies*
7. Why open/limited tender can't be resorted to, for locating alternative source. *- NA -*
8. Are the proprietary item certifying that the rates are reasonable or not. *Yes.*
9. Any other justification for procuring item from single source. *Cepheid is the sole manufacturer of GeneXpert MTB/RIF system worldwide and therefore, we need to procure the machine from this company.*

*[Signature]*  
Signature of Indentor  
(Demanding Officer)

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

(Strike out whichever is not applicable) *Sashome*  
*14/1/15*

**Cepheid HBDC SAS**  
Simplified Joint Stock Company  
with Registered Capital 37000 Euros  
Vira Soleih  
81470 Maurens-Scopont  
France



Tel: +33 563 82 53 00  
Fax: +33 563 82 53 01  
Siret N°: 512 057 993 00010  
NAF: 4646Z  
VAT #: FR26512057993

**Bill-To :** All India Institute of Medical Sciences  
**and Ship to :** Department of Medicine  
New Delhi-110 029  
INDIA

**Proforma Invoice**

Pro Forma N°	Date of Creation	Validity of the Offer until
DESAS2015-0027	13/01/2015	13/07/2015
Your reference:	Email Mikashmi Kohli 12/01/15	

Net Price in US\$ w/o Tax

Item Reference	Item Description	Qty	Unit Price US\$	Total US\$
GXXVI-16-L	GeneXpert XVI - 16 Modules with Laptop R2 System Country of Origin: USA - H.S. Code: 9027 5000 Electrical Device for Laboratory. Contains Lithium Battery - Dangerous Goods in Excepted Quantity. UN3481, Class 9, Packing Group II	1	\$71 500,00	\$71 500,00
WV16JP36	3 Year warranty extension GXXVI-16 upfront purchase with system included : Extended warranty on parts and one preventive maintenance per year (to be performed by customer or Cepheid's agent). This is non inclusive of labor and local charges (applied by local distributor) for travel and accomodation.	1	\$18 504,00	\$18 504,00
	L/C Administrative fees	1	\$1 400,00	\$1 400,00
	Freight charges, CIP NEW DELHI International Airport	1	\$600,00	\$600,00

<b>Total US\$</b>	<b>\$92 004,00</b>
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**Shipment type:** Incoterm 2010 : CIP Local International Airport.

Included : carriage and insurance to the named destination airport & export duties. Not included : import customs clearance, duties and taxes

**Carrier:** Schenker

**Payment Conditions :** 100% Direct Prepayment to Cepheid HBDC in USD by Swift Transfer or by Irrevocable Letter of Credit (Fees applicable. Please contact us for a quote)

Attachment 1 (page 2/4): Terms and Conditions

Attachment 2 (page 3/4) : Electric Socket Outlets available at CEPHEID's

Attachment 3 (page 4 /4): General terms of Sale Cepheid HBDC

**Romain TURKIELTAUB**  
Customer Services

DESAS2015-0027

*Sashome*  
14/1/2015



Cepheid HBDC SAS  
Vira Solelh  
81470 Maurens-Scopont  
France  
Tel : +33 563 82 53 00  
Fax : +33 563 82 53 01

Maurens-Scopont, March 12<sup>th</sup> 2013

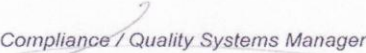
Manufacturer's Proprietary Form

To whom it may concern:

We, Cepheid, who are proven and reputable manufacturers having factory at 904 Caribbean Drive, Sunnyvale, CA94089, USA and registered office at Vira Solelh, 81470 Maurens-Scopont, France.

We are the exclusive manufacturers and hold all patent or license rights and Trade marks for the technology and hardware in the Cepheid GeneXpert system.

Eric Salle  
*EMEA Regulatory Compliance / Quality Systems Manager*



Société Anonyme Simplifiée  
au capital de 37.000.00 €

APE : 4646Z  
N° TVA FR26 512 057 993  
RCS Castres 512057993 - 2009 B140  
N° Siret : 51205799300010

**ATTACHMENT 1: Cepheid HBDC TERMS AND CONDITIONS**

Tests and systems offered within the present conditions are for exclusive use in FIND target Populations in Designated Countries.  
[http://www.finddiagnostics.org/about/what\\_we\\_do/successes/find-negotiated-prices/xpert\\_mtb\\_rif.html](http://www.finddiagnostics.org/about/what_we_do/successes/find-negotiated-prices/xpert_mtb_rif.html)

**Important Notice to Cepheid's Xpert MTB/RIF Users in High Burden and Developing Countries :**

Where the electricity supply is subject to fluctuation and / or cuts, ensure that adequate surge protection is installed, either as a feature of a UPS system (Uninterrupted Power Supply) or as a separate unit. We recommend a local purchase. Alternatively the UPS can be purchased via Cepheid at the price of \$790,00 (Manufacturer: Powervar, spare parts and after sales are NOT available through Cepheid). For use with a GeneXpert 4 modules and related computer, Cepheid recommends to select a 800 VA UPS. Please contact us to have this item included in the offer or would you require further information on the UPS. Note that additional batteries or alternate source of power might be required to face longer power interruptions.

**Warranty :**

24 months of warranty coverage are included specifically within the HBDC program, for all GeneXpert systems ordered since April 25th, 2012 (excluding GeneXpert Infinity). The second year of warranty will be validated exclusively on completion of the annual calibration at the end of year one. Please be aware that the warranty does NOT cover for the calibration costs, which will lead to separate invoicing. (Please contact us for a quote).

**Payment Conditions :**

100% Direct Prepayment to Cepheid HBDC in USD by Swift Transfer or by Irrevocable Letter of Credit (Fees applicable. Please contact us for a quote).

**Our Bank Account Data :**

Name and Address of the Bank : HSBC France, 64, rue de Metz, 31000 Toulouse, France

Name and Address of the Account Holder: CEPHEID HBDC , Vira Solelh, 81470 Maurens-Scopont, France

Bank N°:	Agency N°:	Account N°:	Key N°:	IBAN N°:	SWIFT N°:
30056	00350	03500127312	54	FR76 3005 6003 5003 5001 2731 254	CCFRFRPP

We have noticed that some foreign banks sometimes use intermediary banks that change the payment currency from USD to other currencies, resulting in Foreign Exchange losses. Please ask the ordering bank to pay FINAL BENEFICIARY in USD and not to convert into EUR/GBP or any other currency than USD. Cepheid cannot be held responsible for Foreign Exchange losses and will refuse a wire transfer whose value in USD does not equal the total amount on the invoice.

**Shipment :**

The freight charges mentioned on the ProForma invoice are valid 3 months from the date of the ProForma and might be subject to price adjustment past this time frame. In this case, please contact us for an updated quotation. Cepheid reserves the right to propose partial shipments of the ordered kits, depending on shelf life, inventory...Prior agreement will be sought.

**Delivery Time (current estimate) :**

Within 6 weeks after receipt of Purchase Order. The shipment is dependent on the receipt of the prepayment (2 weeks prior to shipment).

**Countries of Origin and HS Customs Tariff Codes :**


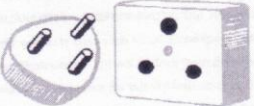
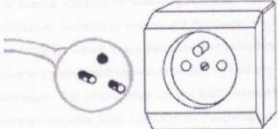



GeneXpert Systems :	USA Origin	HS Code 9027 5000
MTB/RIF Assays :	Sweden/Europe or USA Origin	HS Code 3822 0000
CT/NG Assays :	Sweden/Europe Origin	HS Code 3822 0000
Swabs :	Sweden/Europe Origin	HS Code 5601 2190
UPS :	USA Origin	HS Code 8504 4030
Modules :	USA Origin	HS Code 9027 5000
Xpert Check:	USA Origin	HS Code 3822 0000
Travel Case :	USA Origin	HS Code 3923 1000

*Signature*  
 14/1/15



**These types are the Electric Plug Types available at Cepheid's**

**Please select the type of electric socket outlet prevailing in your laboratory setting :** In case none of the electric socket types is selected, Cepheid will automatically send you what we think is the most appropriate for your country.

	<p><b>TYPE B : North American Grounded</b>                  2 parallel flat prongs "American" type with an earth connector                  QAD Code: 100-1375</p>	<input type="checkbox"/>
	<p><b>TYPE D : India / Sri Lanka / Nepal / Namibia</b>                  3 large round pins in a triangular pattern with earth connector                  QAD Code: 100-3897</p>	<input type="checkbox"/>
	<p><b>TYPE E : Europe / Schuko (Germany)</b>                  2 parallel prongs with a female earth connector                  QAD Code: 100-0471</p>	<input type="checkbox"/>
	<p><b>TYPE G : UK</b>                  3 large flat prongs "British" type - BS 1363 system                  QAD Code: 100-0475</p>	<input type="checkbox"/>
	<p><b>TYPE I : Australia / China / Fiji / New Zealand</b>                  flat prongs, inverted "V" positioned with earth connector                  QAD Code: 100-0471CN</p>	<input type="checkbox"/>
	<p><b>TYPE J : Switzerland</b>                  3 round prongs - "Swiss" type                  QAD Code: 100-0471CH</p>	<input type="checkbox"/>

*Handwritten signature and date: 14/1/2015*

## GENERAL TERMS OF SALE TO HBDC END-USERS

**I – GENERAL REMARKS:** All purchase orders imply that the customer accepts the present general terms of sale and renounces their own purchasing conditions.

When authorizations or formalities are required, especially concerning imports and exchange controls, for importing into the destination country or for the payment of the products sold, obtaining these authorizations or accomplishing these formalities in a timely manner is the entire responsibility of the customer. Cepheid products cannot be returned or replaced.

**II – DELIVERY, INSTALLATION, AND USE:** Delivery conditions (Incoterm) are mentioned on the order confirmation, delivery note and invoice. By default, Cepheid products are sold "ex works / Maurens-Scopont", or other Cepheid facility. The customer is responsible for all transport and handling fees, assembly and insurance costs, customs duty and taxes, from the moment the goods leave the Cepheid facility. The customer must, in the event of losses, spoilage delays, take all the necessary steps and accomplish all the necessary formalities with the haulage contractor and inform Cepheid HBDC. Delivery dates are only given as an indication; delays do not give the buyer the right to cancel the purchase orders in progress, refuse the products or claim compensation. Reservations expressed on receipt of the products should be communicated to Cepheid HBDC within a few hours of delivery.

**III – PRICES – PAYMENT:** Cepheid products are invoiced at the prices and rates in force as at the date the goods leave the store. Prices are determined "ex store". Special packaging is invoiced in addition.

Payment conditions are payment in U.S. Dollars received in advance of shipment date.

**IV – CLAIMS AND RETURNED GOODS:** To be acceptable, claims should be notified to Cepheid HBDC within 10 DAYS from the date the goods were received. Goods cannot be returned without the prior, express agreement of Cepheid HBDC. Products returned without the agreement of Cepheid HBDC will be held at the buyer's disposal, at the buyer's expense, and will not give rise to a credit note. Goods are returned at the expense of the buyer.

**V – TITLE AND RISK OF LOSS:** Title and risk of loss with respect to all Products except software, and risk of loss with respect to software, shall pass from Cepheid to the Purchaser upon delivery. Delivery shall be deemed made upon transfer of possession according to the agreed incoterm.

We reserve the right to claim the price of or take back the products that have not been paid for irrespective of whose hands they are in, including in the case of bankruptcy and seizure of the buyer's goods, all risks remaining the responsibility of the buyer.

**VI – GUARANTEE – RESPONSIBILITY:** Our reagents are guaranteed until the date of expiry date unless otherwise stipulated on the product or in the documentation. Cepheid warrants that each HBDC GeneXpert instrument or Infinity instrument purchased from Cepheid or its authorized distributor under this HBDC Warranty (the covered "Instrument") (i) will be free from defects in material and workmanship for a period of two years after shipment for GeneXpert instruments and for a period of one year after shipment for Infinity instruments, (ii) conform to Cepheid's published specifications for the Instrument, and (iii) are free of liens and encumbrances when shipped to Purchaser. It is the responsibility of Purchaser to determine and Purchaser assumes the risk for (i) the suitability of the Instrument for Purchaser's intended use, and (ii) its compliance with applicable laws, regulations, codes and standards. Additional terms of this HBDC Warranty for the Instrument are set forth in Cepheid's user manual, catalog, or written guarantee covering such Instrument when shipped. Cepheid does not warrant any defects in any Instrument caused by (i) improper installation, removal or testing, (ii) Purchaser's failure to provide a suitable operating environment for the Instrument, (iii) use of the Instrument for purposes other than those for which it was designed, (iv) unauthorized attachments, (v) unusual physical or electrical stress, (vi) modifications or repairs done by other than Cepheid or a Cepheid authorized service provider, or (vii) any other abuse, misuse, or neglect of the Instrument. This HBDC Warranty does not cover the required yearly module calibration. The second year of this HBDC Warranty applies only to Instruments that undergo the required Cepheid authorized calibration for the second year. This warranty extends from Cepheid to Purchaser only and not to Purchaser's customers unless expressly agreed otherwise in writing by Cepheid. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF. CEPHEID DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED, REGARDING THE INSTRUMENT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CEPHEID SHALL HAVE NO LIABILITY FOR GENERAL, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES ARISING FROM A DEFECT IN THE INSTRUMENT. FURTHERMORE, CEPHEID SHALL HAVE NO STRICT LIABILITY, PRODUCTS LIABILITY OR NEGLIGENCE LIABILITY, WHETHER ACTIVE OR PASSIVE, AS TO THE PURCHASER. This Special Warranty and any other warranty from Cepheid shall be void upon transfer of the covered Instrument to a non-HBDC user.

The invoice acts as Guarantee. Our guarantee is restricted to replacement or repair of parts, all other forms of compensation are formally excluded. Replacements under the guarantee do not extend the original duration of the guarantee.

The responsibility of Cepheid HBDC cannot be invoked for damage caused through normal wear and tear, or by abnormal conditions of use, faulty maintenance, an application not originally specified or contrary to the precautions for use, unsuitable storage conditions or assembly that does not follow the instructions and specifications provided by Cepheid HBDC. Cepheid HBDC does not accept responsibility for any piece of equipment or component not delivered by Cepheid HBDC, especially for other equipment and components used by the customer to be integrated into a unit.

**VII – FORCE MAJEURE:** All the obligations of Cepheid HBDC will be suspended in any event that failure to meet the obligation is due to an act of God or to circumstances beyond the control of Cepheid HBDC.

**VIII – INDUSTRIAL PROPERTY:** The technical and commercial nomenclatures, recommendations, test results, catalogues, brochures, instructions for use, records at regulatory agencies, including the AFSSAPS (French drug authority) remain the property of Cepheid HBDC. Consequently, the customer will refrain from distributing or reproducing such documents in any way without the prior agreement of Cepheid HBDC.

**IX – APPLICABLE LEGISLATION AND LITIGATION:** Any disputes, whatever the cause, come under the jurisdiction of the Tribunal de Commerce in CASTRES, even in the event of a referral, incidental demand, call of security or division of defendants; French law will apply exclusively.

*SR*  
14/1/15