# ONLINE TENDER FOR PROCUREMENT OF CD4 KITS/REAGENTS & CONSUMABLES FOR NACO FOR THE YEAR 2022-23

Tender No: CMSS/PROC/2022-23/NACO/012 (National Competitive Bidding) (Under Single Tender Enquiry)

#### CENTRAL MEDICAL SERVICES SOCIETY

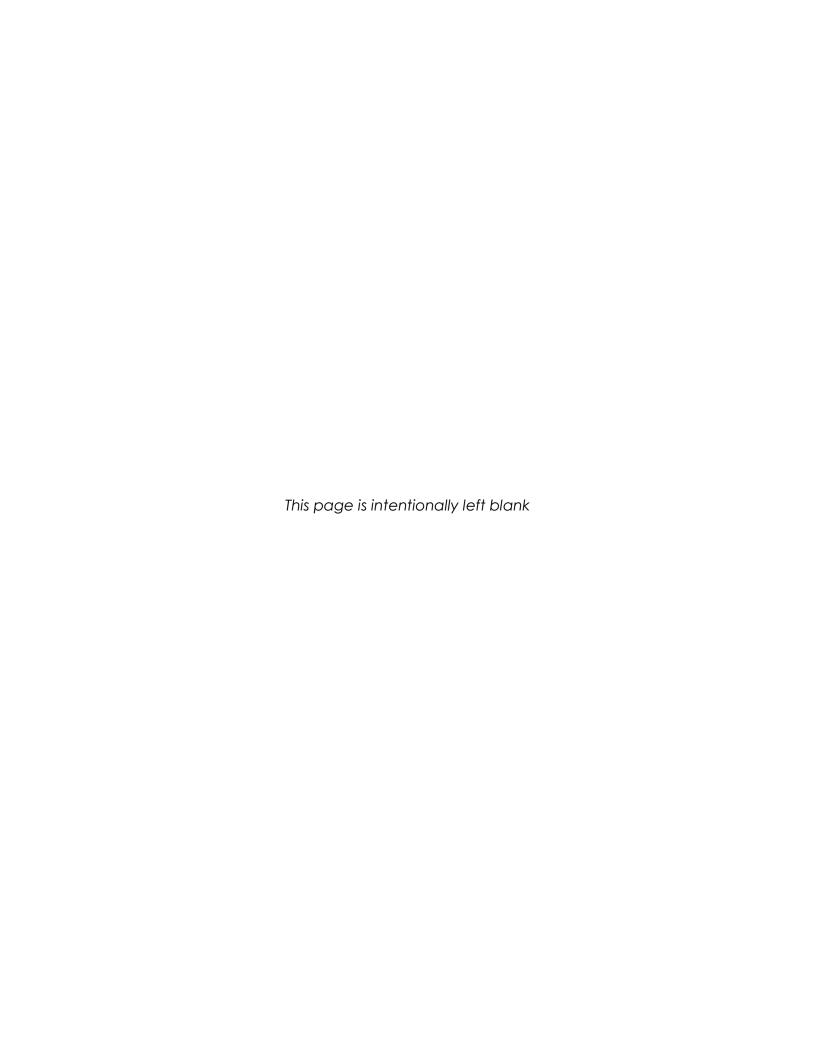
Ministry of Health & Family Welfare (Government of India)

2<sup>nd</sup> floor, Vishwa Yuvak Kendra, Pt. Uma Shankar Dikshit Marg, Teen Murti Road, Opposite Police

Station Chankaya Puri, New Delhi-110021

Telephones: 011-21410905, 21410906

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## ONLINE BIDS ARE INVITED IN TWO PACKET BID SYSTEM FOR ENTERING INTO RATE AGREEMENT FOR ONE YEAR (2022-23) REQUIREMENT FOR PROCUREMENTOF CD4 KITS/REAGENTS & CONSUMABLES FOR NACO.

Manual bids shall not be accepted.

Bid documents may be downloaded from CPPP website: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> as per the schedule as given in CRITICAL DATE SHEET AS UNDER:

#### **CRITICAL DATE SHEET**

Published Date and Time	13.09.2022 at (time to be followed from CPPP)
Bid Document Download Start Date and Time	13.09.2022 at (time to be followed from CPPP)
Pre bid meeting	19.09.2022 at (time to be followed from CPPP)
Last Date to submit Pre-Bid queries	19.09.2022 at (time to be followed from CPPP)
Bid Submission Start Date and Time	26.09.2022 at (time to be followed from CPPP)
Bid Document Download End Date & time	03.10.2022 at (time to be followed from CPPP)
Bid Submission End Date and Time	03.10.2022 at (time to be followed from CPPP)
Last Date of Submission of Original Documents	04.10.2022 at 3.00PM
Bid Opening Date and Time	04.10.2022 at 4.00PM

Bids shall be submitted online only at CPPP website: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>. Bidder/Contractor is advised to follow the instructions provided in the 'Instructions to the Contractors/Bidder for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>.

Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Not more than one bid shall be submitted by one contractor or contractors having business relationship.

Address for Communication: Central Medical Services Society, 2<sup>nd</sup> Floor, Vishwa Yuvak Kendra, Pandit Uma Shankar Dikshit Road, Chanakyapuri, New Delhi-110021

#### **CONTENTS**

SI. No.	Descriptions
1.	Last Date for Receipt of Tender
2.	Bid Validity
3.	Pre-Bid Meeting /Clarification
4.	Eligibility Criteria
5.	General Conditions
6.	Technical Bid - Packet 1
7.	Price Bid – Packet 2
8.	Opening of "Packet1" i.e. Technical Bid and Packet 2" i.e. financial Bid of Tender
9.	Earnest Money Deposit
10.	Other Conditions
11.	Acceptance of Tender
12.	Security Deposit and Agreement
13.	Methodology for Placing Order
14.	Supply/Delivery Conditions
15.	Packing
16.	Quality Control
17.	Payment Provisions
18.	Liquidated Damages and other Penalties
19.	Warranty
20.	Deduction and other Penalties on account of Delays /Default/ Termination / Part Cancellation /short closure
21.	Saving Clause
22.	Prohibition of Influencing CMSS by the Bidder
23.	Resolution of Disputes
24.	Jurisdiction



#### **LIST OF ANNEXURES**

S. No.	Description
1.	Annex-I (Schedule of Requirement & Technical Specifications
2.	Annex-II (Format of Tender Forwarding Letter)
3.	Annex-III ( Details of EMD Submitted)
4.	Annex-IV (Annual Turnover Statement)
5.	Annex-V (Check List)
6.	Annex-VI (Notarized Undertaking by MSEs for EMD Exemption)
7.	Annex-VII (Acceptance Letter Format)
8.	Annex-VIII (Terms of Agreement)
9.	Annex-IX (Purchase Order Format)
10.	Annex-X (Mandate Form for RTGS)
11.	Annex-XI (Bank Guarantee Format for EMD)
12.	Annex- XII (Security Bank Guarantee Format)
13.	Annex- XIII (No Deviation Certificate)
14.	Annex – XIV (Near Relative Format)
15.	Annex- XV (Manufacturer Authorisation Form)
16.	Annex- XVI (Consignee Receipt Certificate)
17.	Annex- XVII (Proprietary Article Certificate)
	18. Annex- XVIII (Price Bid)
	19. Annex- XIX (Instruction for Online Bids Submission)



## ONLINE TENDER FOR THE SUPPLY OF CD4 KITS/REAGENTS & CONSUMABLESFOR THE YEAR 2022-23.

The CMSS, an autonomous Society of Ministry of Health & Family Welfare (Govt. of India), is responsible for procuring quality drugs, vaccines, contraceptives, medical devices, diagnostic kits and other health sector goods.

**Tender Inviting Authority:** DG&CEO, Central Medical Services Society, Ministry of Health & Family Welfare (Government of India)2<sup>nd</sup> floor, Vishwa Yuvak Kendra, Pt. Uma Shankar Dikshit Marg, Teen Murti Road, Opposite Police Station Chankaya Puri, New Delhi-110021 (hereinafter referred as Tender Inviting Authority unless the context otherwise requires)

**Tender Accepting Authority:** Governing Body, Central Medical Services Society (hereinafter referred as **CMSS**, unless the context otherwise requires)

Tender Inviting Authority invites tender through online bid submission at CPPP website: https://eprocure.gov.in/eprocure/app for supply of goods/drugs to Central Medical Services Society for the year 2022-23.

The list of items to be quoted and their specifications are given in Annexure-I and the amount of EMD to be submitted is given in Annexure-III, Bidder may quote for any schedules or any combination of schedules or all schedules and the EMD may be submitted accordingly as specified in Annexure -III.

Bidders are requested to submit all documents with the bid as shown as checklist (Annexure -V). NO CLARIFICATIONS may be sought from bidders and incomplete bid may be summarily rejected at sole responsibility of bidder(s). CMSS decision in this regard will be final and binding.

#### 1. LAST DATE FOR RECEIPT OF TENDER:

Online Tenders in single packet {"Techno Commercial"} bid will be submitted online at CPPP website: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> as per critical date sheet. The list of items along with their Technical Specifications are attached here as Annexure-I.

#### 2. BID VALIDITY:

- i) The bid shall be valid for a period of 150 days from the date of opening of Packet 1 (Technical Bid).
- ii) In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the responses thereto shall be made in writing. The bid security provided under clause 9 shall also be suitably extended. A bidder may refuse the request without forfeiting his bid security. A bidder accepting the request and granting extension will not be permitted to modify his bid.

#### 3. PRE BID MEETING/CLARIFICATIONS:

- 1. A prospective bidder, requiring any clarification of the bid documents may notify the purchaser in writing or email at the purchaser's mailing address indicated in the Invitation of bid. The purchaser shall respond in writing to any request for clarification of bid documents, which it receives not later than date mentioned in critical date sheet and prior to the pre-bid meeting. Queries received after the pre-bid date mentioned in the critical date sheet will not be entertained.
- 2. The Tenderers or their Official Representatives are invited to attend a pre-bid meeting which will take place as specified in critical date sheet/GeM Portal.
- 3. Any clarification issued by CMSS in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to an amendment of the relevant clauses of the bid documents.

#### 4. ELIGIBILITY CRITERIA

- a) The tenderer shall be original manufacturer or it's Authorized Indian Agent of the quoted items.
- b) For Manufacturers: Manufacturer should have valid own manufacturing license of the quoted item that should be valid on the date of tender opening packet 1. In case of failure to submit the same, the bid shall not be considered any further.
  - **For Authorized Indian Agent: -** The bidder should have license to import the quoted item and should be duly authorized (as per authorization Form **Annexure-XV**) by the manufacturer of the goods.
- c) Tenderer/manufacturer should have supplied the quoted items to any Govt. Hospital/Institutions/PSUs in the last two financial years. The copy of one purchase order of the same should be submitted by the bidder in Packet 1.
- d) Tenderer should quote 100% of the tender quantity for each schedule.
- e) (i) Average Annual turnover for Tenderers in the last three years i.e. 2018-19, 2019-20 and 2020-2021 OR 2019-20, 2020-21 and 2021-22 shall not be less than the following: -

Schedule	Name of Schedule	Amount (in Rs.)
1	CD4 test Kits for FACS Count (500 Test)	90 Lakh
II	CD4 test Kits for FACS Count (1000 Test)	1.20 Cr.
III	CD4 test Kits for FACS Count (2000 Test)	17 Lakh
IV	CD4 test Kits for FACS Calibur (1000 Test)	54 Lakh
V	CD4 test Kits for FACS Calibur (2000 Test)	7 Lakh

VI	CD4 test Kits for FACS Calibur (500 Test)	1.68 Cr.
VII	CD4 test Kits for FACS Presto (1000 Test)	3 Cr.
VIII	CD4 test Kits for FACS Presto (2000 Test)	80 Lakh

(ii) The turnover benchmark given in (e) above will not apply to Micro and Small Enterprises (MSE).

**Note:** MSE Traders will not get the benefits of MSE Firm

f) Department of Expenditure, Ministry of Finance, GOI vide OM No:F.1/20/2018/PPD dtd. 2.11.21 has issued guidelines on debarment of firms from bidding. The bidders blacklisted by any firm/company/ CMSS /State Govt. /Central Govt./its drug procuring agencies prior to issuance of DOE OMNo:F.1/20/2018/PPD dtd. 2.11.21 are eligible to bid if:-The blacklisting order has been revised post facto with clearly mentioning of category (i) of OM No: F.1/20/2018/PPD dtd. 2.11.21 and that the debarment is limited to the issuing ministry/department/ organization only. Such vendors should clearly mention the status of blacklisting in the undertaking to be submitted in compliance with clause 6.1 (t) of tender documents and also attach revised blacklisting order.

For blacklisting orders issued after 02.11.2021, the following shall be applicable: -

- If the blacklisting order is issued by DoE, the bid of blacklisted bidder shall be out rightly rejected.
- If the blacklisting order is issued by CPSUs, attached offices/autonomous bodies etc
  of MoHFW and MoHFW by written approval has delegated powers under Sr. no. (8)
  of OM dated 02.11.2021 to such organisations/bodies that the blacklisting is
  applicable only for the Procurement made by such organisation/bodies, the bid of
  such blacklisted bidders shall be accepted for further evaluation.
- In absence of such delegation extended by MoHFW, the bid of the blacklisted bidder shall be rejected.

#### 5. GENERAL CONDITIONS

#### (i) FORGERY/FRAUD BY BIDDERS/SUPPLIER:

- a)Genuineness of the papers/documents/certificates/ declaration submitted with bid is the responsibility of the bidder. Also the bidder should take utmost care in submitting undertakings/self declaration/certificates along with its bid. If at any stage it is found that the papers/ documents/certificates/declaration/undertaking/ self certification submitted by the bidder are false/incorrect/suppressed/ misrepresented the actual fact or are not in order, are forged, manipulated, fabricated or altered, the bid or purchase order issued to the bidder is liable to be cancelled and further necessary action including forfeiture of its EMD/Security Deposit, debarring/blacklisting against the bidder will be taken. Purchaser may also initiate police/legal action and request concerned statutory authority for cancellation of license issued to supplier for tendered items.
- (b) If any fraud, short supply of goods is detected on part of the bidder at any stage, the bid or work order/ Purchase order issued to the bidder is liable to be cancelled

and further necessary action against the bidder including debarring/blacklisting will be taken.

(c) In any of above two cases, the CMSS is at liberty to make alternative purchase of the tendered items from other approved suppliers or in the open market or from any other Tenderer who might have quoted higher rates, at the risk and the cost of the supplier.

#### (ii) PATENT RIGHTS:

The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof.

In event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against TIA, the TIA shall notify the supplier of the same and the supplier shall at its own expenses take care of the same for settlement without any liability to the TIA.

#### (iii) TERMINATION FOR DEFAULT:

- The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part.
  - (a) If the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract, or any extension thereof granted by the purchaser.
  - (b) If the supplier fails to perform any other obligation(s) under the contract, and
  - (c) If the supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.
- 2. In the event the purchaser terminates the contract in whole or in part, pursuant to above the purchaser may procure; upon such terms and in such manner, as it deems appropriate, tendered goods undelivered and the supplier shall be liable to the purchaser for any excess cost for such similar goods. However, the supplier shall continue performance of the contract to the extent not terminated.

#### (iv) TERMINATION FOR INSOLVENCY:

The purchaser may, at any time, terminate the contract by giving written notice to the supplier, without compensation to the supplier, if the supplier becomes bankrupt or otherwise insolvent, as declared by the competent court provided that such, termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

#### (v) SET OFF:

Any sum of money due and payable to the supplier (including security deposit refundable to him) under this contract may be appropriated by the purchaser and set off the same against any claim of the purchaser for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser.

(vi) Purchaser reserves the right to debar/ blacklist a bidder for a suitable period in case he fails to honour his bid/contract without sufficient grounds.

#### (vii) BID SUBMISSION:

- (a) Bidders are hereby cautioned that any attempt of cartel formation will be viewed seriously and may at the discretion of purchaser, lead to cancellation of tender. Purchaser in its discretion may decide to forfeit EMD of such bidders and black list or debar these bidders for suitable period besides taking other punitive measures. Decision of purchaser in this regard shall be final and binding.
- (b) (i) Different firms or companies having any common partner(s) or Director(s) are not permitted to quote for more than one tender offer. In case more than one offer is received from such bidders, then all such offers except with the lowest quote shall be rejected summarily.
  - (ii) In case more than one offer for any tendered item is received from the same bidder, then all such offers except with the lowest quote shall be rejected summarily.

#### (viii) NEAR RELATIVE CERTIFICATE:

The bidder should give a certificate that none of his/her near relative as defined below is working in CMSS where he is going to apply for the tender. In case of Proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Govt. of India/Financial Institutions nominees and independent non-official part time directors appointed by Govt. of India or the Governor of the state. Authorised signatory of bid may also sign this bid on behalf of the entire directors/ partners/ proprietor. Due to any breach of conditions by the company or firm or any other person the tender will be cancelled and bid security will be forfeited at any stage whenever it is noticed and CMSS will not pay any damage to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation for quoted item in the concerned unit.

The near relatives for this purpose are defined as:

- (a) Members of a Hindu undivided family.
- (b) They are husband and wife.

(c) The one is related to the other in the manner as father, mother, son(s) & son's wife (Daughter in law), daughter(s) and daughter's husband (son in law), brothers(s) and brother's wife, sister(s) and sister's husband (brother in law).

#### An undertaking as specified in Annexure-XIV to be submitted.

#### 6. TECHNICAL BID - "PACKET 1"

- (a) Those indenting to participate in the tender (herein called Tenderer) should first ensure that they fulfil all the eligibility criteria and All documents should be valid on the date of tender opening packet 1:
- 6.1 The Tenderer should electronically submit the soft copies of following documents in Technical Bid "Packet 1". (All the documents submitted should bear signature and stamp of the Tenderer)."
- 6.2 RTGS/NEFT e-receipt or Bank Guarantee (if applicable) in respect of EMD as per Clause 9 of this Tender document or in case of MSE, a copy of their valid registration certificate in support of their being an MSE and a notarised undertaking given in **Annexure-VI**.
- (b) Tender Forwarding letter as per **Annexure-II**.
- (c) The tenderer shall be original manufacturer or it's Authorized Indian Agent of the quoted items.
- (d) **For Manufacturers:** Manufacturer should have valid own manufacturing license of the quoted item that should be valid on the date of tender opening packet 1. In case of failure to submit the same, the bid shall not be considered any further.
  - **For Authorized Indian Agent: -** The bidder should have license to import the quoted item and should be duly authorized (as per authorization Form **Annexure-XV**) by the manufacturer of the goods.
- (e) Duly notarized general power of Attorney (on non-judicial stamp paper of worth Rs. 50/-) in favour of authorized signatory in case of partnership firm (to be signed by all partners) / proprietorship firm or board resolution in case of a company to sign the bid and bind the bidder. The signature of authorized signatory should be duly attested. In case of proprietorship on its letter head of firm declares himself as proprietor with specimen signature.
- (f) Tenderer/manufacturer should have supplied the quoted items to any Govt. Hospital/Institutions/PSUs in the last two financial years. The copy of one purchase order of the same should be submitted by the bidder in Packet 1.
- (g) Non-Conviction Certificate issued by practicing CA certifying that the firm/company (as well as the manufacturer firm in case of non-manufacturer

- bidders) has not been convicted and the products quoted have not been cancelled during last two years i.e. 2019-20 and 2020-21 OR 2020-21 and 2021-22.
- (h) Annual turnover statement for 3 years i.e. 2018-19, 2019-20 and 2020-21 OR 2019-20, 2020-21 and 2021-22 should be furnished in the format given in **Annexure-IV** duly certified by the Chartered Accountant.
- (i) Copies of the audited Annual reports including the Balance Sheet and Profit and Loss Account along with all the annexure for the last three years i.e. 2018-19,2019-20 and 2020-21 OR 2019-20, 2020-21 and 2021-22 duly certified by a practicing Chartered Accountant.
- (j) Certificate of Incorporation in case of Companies or Copy of partnership deed in case of partnership firm or Declaration in case of being a proprietary firm.
- (k) A Checklist (**Annexure-V**) indicating the documents submitted with the tender document and their respective page numbers shall be enclosed with the tender document. The documents should be serially arranged.
- (I) Each page of submitted bid (along with tender document) be properly page numbered and shall be signed by the authorized signatory of the Tenderer with office seal.
- (m) All the documents enclosed with the tender document should also be signed by the authorized signatory of the Tenderer.
- (n) No Deviation Certificate as per **Annexure-XIII**.
- (o) Near Relative Certificate as per **Annexure-XIV**.
- (p) Tenderer should submit an undertaking that

"I/ We do hereby declare that our firm has not been blacklisted/ banned/debarred by CMSS/ State Governments/ Central Government/ MOH&FW or any of the procurement agencies/ Autonomous Bodies under the organizations stated above or the Firm/ Company (as whole) has not been debarred as a whole by these organizations or any of its procurement agencies/ Autonomous Bodies"

- (g) Para wise compliance of technical specification of the quoted items.
- (r) The tenderers are requested to submit an undertaking on their letterhead for compliance to the Artwork enclosed for the items quoted by them. No further approval for Artwork would be provided by CMSS to any bidder.
- (s) Proprietary Article Certificate from the Manufacturer.

- (a) Original Bank Guarantee or notarized undertaking by MSE companies in the format given in Annexure-VI for exemption of EMD in physical form is to be deposited with the Tender Inviting Authority as per date prescribed in the critical date sheet. If the last date of deposit of original Bank Guarantee/notarised undertaking by MSE companies happens to be a central government holiday for offices located in New Delhi, next working day shall be treated as the last date of deposit. The original Bank Guarantee or notarized undertaking by MSE companies may be either deposited in person or by courier. If sent by courier, the tenderer has to send it in advance so as to make sure that the original Bank Guarantee or notarized undertaking by MSE companies is delivered to the Tender Inviting Authority by the date specified in critical date sheet. Failure to deposit the original Bank Guarantee or notarized undertaking by MSE companies by the specified last date shall result in rejection of bid summarily.
  - (b) Conditional Bids shall be summarily rejected

#### 7. PRICE BID-"Packet 2"

- i. The price quoted shall be the landed price per unit at the specified locations on DDP basis and shall include all taxes and duties including transportation and other incidental expenditure for delivery at CMSS warehouses.
- ii. The rate (All inclusive) quoted on GeM/CPP portal should be for a unit as given in specifications as detailed in the tender document. The bidder is not permitted to change / alter specification or unit size in the box. The price break up will be submitted by the bidder during price evaluation.

#### 7.1 GST (Goods and Service Tax)/other statutory Taxes/Levies

- i. The bidder may quote for GST as per applicability in accordance with relevant Government notification.
- ii. Any variation upwards/downwards as a result of statutory variation in GST/ other taxes/duties/levies for supplies during original specified delivery schedule of goods shall be allowed.
- iii. Any upward/downward revision (only during scheduled delivery period) in statutory taxes, levies will be allowed and benefit will pass on to supplier/purchaser.
- iv. Any increase in taxes and other statutory duties/levies after the expiry of the delivery date shall be to the supplier's accounts. However, the benefit of any decrease in these taxes/duties shall be passed on to the purchaser by the supplier.

The basic unit price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

Breakup of the quoted price indicating the various components like Ex Work, GST, Transportation cost etc. has to be submitted, if desired by the TIA before placing the order

### 8. OPENING OF "PACKET 1"i.e. 'TECHNICAL BID AND "PACKET 2" i.e. FINANCIAL BID' OF TENDER:

- 8.1 To assist in the examination, evaluation and comparison of bids, the purchaser may, at his discretion ask the bidder for the clarification in its bid. The request for the clarification and response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained. Documents issued after the date of Tender Opening will not be accepted.
- 8.2 Tenderers are advised to submit all the required documents as per tender terms and conditions. Failure to submit shall result in rejection of bids. Clarification (if required) to assist in the evaluation of bids will be asked by the purchaser only once. The tenderer is requested to reply in the given time by the purchaser.
- 8.3 The purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 8.4 Prior to the detailed evaluation, pursuant to clause above, the purchaser will determine the substantial responsiveness of each bid to the bid documents for purposes of these clauses. A substantially responsive bid is one, which confirms to all the terms and conditions of the bid documents without material deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 8.5 A bid determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 8.6 The purchaser may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder. Such minor infirmity will be identified by the TEC and clarification in this regard may be called for.
- 8.7 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected by the purchaser. If there is a discrepancy between words and figures, the amount in words shall prevail.

#### 9. EARNEST MONEY DEPOSIT

9.1. (a) The Earnest Money Deposit (EMD) is payable by all Tenderers, for an amount indicated in Annexure-III UNLESS EXEMPTED under clause 9.2. In case a Tenderer is quoting for more than one item, the Earnest Money Deposit payable by such Tenderer shall be the aggregate total of the Earnest Money Deposit for all the items quoted by such Tenderer. The Tenderers are required to furnish the breakup of the Earnest Money Deposit for the items quoted in the format as per Annexure-III. The Earnest Money Deposit shall be paid by Account payee/ Demand Draft/ Fixed Deposit Receipt/

Banker's Cheque /Bank Guarantee or RTGS/NEFT/Insurance Surety Bonds in the following Bank Account:

Beneficiary Name: Central Medical Services Society

A/C No. : 32719062216 Bank Name: SBI Bank

Branch: Nirman Bhawan, Maulana Azad Road, New Delhi

IFSC Code: SBIN0000583

- (b) Bank Guarantee (as per Annexure-XI) can also be accepted as a mode of payment and the named beneficiary shall be Central Medical Services Society. The Bank guarantee shall be issued by a bank (Nationalized or Scheduled Bank) in India to make it enforceable and acceptable to the purchaser. The Bank Guarantee shall be in the format as per Annexure-XI provided in the tender document. EMD shall remain valid for 45 days beyond the validity period for the bid and will be extended accordingly beyond any extension subsequently requested by purchaser.
- (c) The applicable EMD amount has been indicated in **Annexure-III** and is for 100% and 50% quantity of the schedule. If quoted quantity is anywhere between 50% to 100% of the quantity of schedule, the applicable EMD may be calculated by the tenderer by proportionately reducing the amount applicable to 100% quantity.

## 9.2 EXEMPTION FROM PAYMENT OF EARNEST MONEY DEPOSIT TO MSME (MICRO & SMALL ENTERPRISES)

- (i) (The MSE Units will be required to furnish a notarized undertaking (as per **Annexure-VI**) to the effect that in the event of non-fulfillment or non-observance of any of the conditions stipulated in the tender, the MSE Unit shall pay a penalty, equivalent to the Earnest Money Deposit to offset the loss incurred by the Tender Inviting Authority consequent on such breach of any bid condition.
- (ii) Vide Gazette no. CG-DL-E-26062020-220191 dt. 26.06.2020, Ministry of MSME have revised criteria for classifying the enterprises as Micro, small and Medium enterprises with effect from 1st July 2020 therefore following firms will be exempted from submission of EMD.
  - a) Micro and Small Enterprises as per classification given in MSME Notification dtd. 26.06.2020 registered under "Udyam Registration" w.e.f 01.07.2020 will be granted exemption from payment of Earnest Money Deposit. Udyam Registration Certificate has to be produced in support of above.

Note: Traders will not get benefit of MSE Firms

**9.3.** (i) Offers of the firms submitted without EMD / for a shorter period/lesser amount as demanded will summarily rejected. (if applicable)

- (ii) The Earnest Money Deposit will be refunded to the lowest responsive bidder/s within 30 days from the date of signing the contract agreement and on the deposit of Security Deposit.
- (iii) The Earnest Money Deposit (EMD) furnished by all unsuccessful tenderers will be returned as early as possible after the expiration of the period of tender validity but not later than 30 days of the award of the contract.

#### 9.4 FORFEITURE OF EMD (if applicable)

- (i) The Earnest Money Deposit (EMD) will be forfeited/vendor would be required to deposit the equivalent EMD amount as per Notarised Undertaking by MSE bidder, if the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of his Tender.
- (ii) The Earnest Money Deposit (EMD) will be forfeited/vendor would be required to deposit the equivalent EMD amount as per Notarised Undertaking by MSE bidder, in case of the lowest/matched bidder, fails to execute the contract agreement and / or deposit the Security Deposit within the stipulated time. Additionally, actions as stipulated in clause no. 18.1 will also be taken.
- (ii) In both the above cases, the bidder will not be eligible to participate in the tender for same item for two years from the date of issue of letter of acceptance. The bidder will not approach the court against the decision of the CMSS in this regard.

#### 10. OTHER CONDITIONS:

- 10.1 The details of the annual required quantity of items are shown in Annexure-I
  - (i) Central Medical Services Society (CMSS) will have the right to increase or decrease up to 25% of the quantity of goods and/or services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.
  - (ii) In exceptional situation where the requirement is of an emergent nature and/ or it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 50% of the quantity of the goods and/or services contained in the running tender/contract up to a period of twelve months from the earliest date of Long Term agreement (LTA) at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.
  - (iii) The delivery of the additional quantity (as per ii above) shall be scheduled after the completion of the delivery of the original tendered quantity or on mutual consent between the supplier and CMSS.
- 10.2 (i) The rates quoted and accepted will be binding on the Tenderer for the full contract period of ONE year and any increase in the price will not be entertained till the completion of this contract period.

- (ii) Any upward/downward revision (only during scheduled delivery period) in statutory taxes, levies will be allowed and benefit will pass on to supplier/purchaser.
- (iii) Any increase in taxes and other statutory duties/levies after the expiry of the delivery date shall be to the supplier's accounts. However, the benefit of any decrease in these taxes/duties shall be passed on to the purchaser by the supplier.
- (iv) The delivery of the additional quantity shall be scheduled after the completion of the delivery of the original tendered quantity.
- 10.3 In accordance to the notification the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L 1 + 15% would be allowed to supply a portion of the requirement by bringing down their price to the L 1 price, in a situation where L 1 price is from someone other than an MSE. In exercising of the powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small Enterprises effective from 9th November 2018. The policy mandates that 25% of procurement of annual requirement of goods and services by all Central Ministries / Public Sector Undertakings will be from the Micro and Small Enterprises. Government has also earmarked a sub target of 4% procurement of goods & services out of 25% from MSEs owned by SC/ST entrepreneurs and 3% to micro and small enterprises owned by women.

#### 11. ACCEPTANCE OF TENDER

- 11.1 Technically responsive tenders will be evaluated based only on the "landed price" (all-inclusive price), i.e. Rate per Unit inclusive of all taxes, duties, transportation& other charges.
- 11.2 The evaluation for ranking shall be carried out on the basis of "all inclusive" prices of the goods offered for each schedule separately.
- 11.3 The purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action.
- 11.4 (i) CMSS or its authorized representative(s) has the right to inspect the factories of Tenderers, before accepting the rate quoted by them or before releasing any purchase order(s) or at any point of time during the continuance of tender and also has the right to reject the tender or terminate/ cancel the purchase orders issued and/or not to place further order, based on adverse reports brought out during such inspections. In such situation CMSS reserves the right to take other actions against the tenderer including forfeit of security deposit, debarring/blacklisting for appropriate period.
  - (ii) The Tenderer shall allow inspection of the factory at any time by a teamof Experts/ Officials nominated by the Tender Inviting Authority for the purpose. The Tenderer shall extend necessary cooperation to such team in inspection of the manufacturing process,

quality control measures adopted etc., in the manufacture of the items quoted. If Company/ Firm does not allow for any such inspection, their tenders will be rejected during the currency of the contract.

11.5 The acceptance of the tenders will be communicated to the lowest / matched tenderers in writing (through email), as per format of the Acceptance Letter given in **Annexure-VII.** 

#### 12. SECURITY DEPOSIT AND AGREEMENT

#### 12.1 Security Deposit:

In accordance with Department of Expenditure Ministry of Finance notification dated 12.11.2020, the clause may be read as:

On being intimated about the acceptance of the tender the L1/Matched tenderer shall pay a Security Deposit at the rate of 3% of the total value of goods to be awarded. The Security Deposit amount, is to be deposited in the form of NEFT/RTGS/Fixed Deposit Receipt/Demand Draft (payable at New Delhi)/Bank Guarantee in favor of Central Medical Service Society.

**Beneficiary Name: Central Medical Services Society** 

A/C No. 32719062216 Bank Name: SBIBank

Branch: Nirman Bhawan, Maulana Azad Road, New Delhi

IFSC Code: SBIN0000583

12.2 The Performance Bank Guarantee shall be valid for at least 515+ 365x (shelf Life year) day from the date of commencement.

LOA Submission -15 days Rate Valid -365 days Delivery period -75 days

Shelf life -365 x (shelf Life year)

B.G. Extension -60 days

515+365x (shelf Life year)

- 12.3 The lowest/ matched tenderer shall execute an Agreement on a non-judicial stamp paper of value of Rs.100/- (stamp duty to be paid by the Tenderer) within 15 days from the date of the intimation from CMSS informing that his tender has been accepted. The Specimen form of Agreement is available in **Annexure-VIII.**
- 12.4 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- 12.5 The performance security bond will be discharged by the purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.

12.6 Failure to deposit the performance security will attract clause 9.4.

#### 13. METHODOLOGY FOR PLACING ORDERS

For placing orders the following procedures will be adopted:

- 13.1 After the Price Bid opening, the lowest offer will be declared as the L1 tenderer. CMSS reserves right to negotiate prices with L1 bidder in justified cases.
- 13.2 The Tenderer, who has been declared as Lowest Tenderer for certain item(s), shall within the tender issue of LOA (letter of acceptance) execute necessary Agreement for the supply of the allocated quantity of such items as specified in the Tender Document after depositing the required amount as Security Deposit and on execution of the agreement such Tenderer shall supply goods on receipt of Purchase Orders. The format of LOA, agreement, Purchase Order is attached at Annexure –VII, VIII, IX respectively. Generally speaking the draft art work should be given in technical specifications however, in those cases where draft artwork not given in tender specifications, the vendor must need to coordinate with respective programme division of ministry to freeze (get approval) for the art work. No extension would be given on this pretext.
- 13.3 If two or more than two Tenderers are declared as lowest suppliers for the same item(s) (i.e. emerge L1), such Tenderers shall execute necessary agreement as specified in the Tender Document on depositing the required amount as Security Deposit and on execution of the agreement such Tenderer will be eligible for placement of Purchase Orders for equal proportion of tendered quantities (50:50 or 33.33:33.33:33.33) for such item(s) for which they are declared as lowest (L1).
- 13.4 CMSS will counter offer the lowest rate (L1 rate) to other Tenderers in the order of their ranking i.e. L2, L3 and so on will be asked to match the L1 price.
- 13.5 CMSS will counter offer the lowest rate (L1 rate) to other Tenderers in the order of their ranking i.e. L2, L3 and so on will be asked to match the L1 price.
  - i. In order to maintain uninterrupted supplies, the CMSS will place orders with minimum of two suppliers for tendered product with 70% of the orders given to L1 and the balance 30% to the next Matched Lowest Tenderer.
  - ii. In case there is no L2 /matched bidder, balance quantity up to extent of quoted quantity or at most for balance 50% quantity can be offered to L1 bidder. Quantity beyond quoted quantity will be ordered on mutual consent.
  - iii. In case, L2 bidder/matched bidder refuses to accept the offered quantity, balance quantity up to extent of quoted quantity or at most for balance 50% quantity can be offered to L1 bidder. Quantity beyond quoted quantity (and including quantity in consideration in Clause No. 10.1 (i)) will be ordered on mutual consent.
  - iv. In case L1 bidder has quoted for 50% quantity, the balance quantity will be offered to L2 and L3 bidders for 30% and 20% quantity respectively.

- v. In case there is no L3/matched bidder at 3<sup>rd</sup> position (i) above may be followed or balance 50% quantity may be offered to L2/matched bidder in case L1 does not agree to supply 70% of tendered quantity.
- vi. In case of requirement of large quantities, CMSS may place orders with 3 suppliers in the ratio of 50:30:20, which will be indicated in the tender document at **Annexure-I**.
- 13.6 If the lowest supplier has failed to supply the required items within the stipulated time or within the extended time, as the case may be, CMSS may cancel such purchase orders and on cancellation, CMSS may place Purchase Orders with the Matched Lowest Tenderer or to the other tenderers at the risk and cost of the defaulted supplier.
- 13.7 The supplier shall complete the supply of the items required by CMSS at the consignee destination mentioned in the schedule, within minimum required period as stipulated in order from the date of the orders.
- 13.8 The supplier shall supply the items at the specified destination and submit a copy of the Purchase Order, Delivery Challan and other relevant documents at the same destinations.
- 13.9 After supply of items at the specified destinations, the supplier shall submit Invoice (Original), Certificate of analysis (Batch Wise) and other relevant documents etc., at the Head Office, CMSS for claiming payment.
- 13.10Subject to para (13.6) to para (13.9) above, CMSS will process the invoices submitted by the supplier and the payments against supply will be made within 60 days from the date of submission of all relevant documents to the CMSS provided the items supplied has been declared of STANDARD QUALITY, by the Empanelled Laboratory of CMSS.

#### 14 SUPPLY / DELIVERYCONDITIONS

- 14.1 The supplier should acknowledge the receipt of the Purchase Order within 3 days of its receipt.
- 14.2 The supplies will be made in staggered quantities (if applicable) as detailed in **Annexure-1**.
- 14.3(a) The supplier shall supply the ordered quantity within minimum required period of 90 days (or as mentioned in LOA/PO) from the date of award at the destinations mentioned. If the above day happened to be a holiday for CMSS, the supply should be completed by 5.00 PM on the next working day. In case of non-execution of the order either partially or fully, CMSS reserves the right to cancel the purchase order or place fresh purchase orders on alternative source at the risk and cost of the default supplier. In such cases the CMSS, has every right to recover the cost and impose penalty including blacklisting of the supplier and the product.
  - (b) With the prior approval of CMSS, the supplier may continue to supply the unexecuted quantity after 60<sup>th</sup> day or after the delivery dates/schedule as mentioned in order with Liquidated Damages as specified in Clause 18 of the tender conditions on the delayed supplies.

- (c) Supplies should be made directly by the tenderer and not through any other Agency/Dealer/Distributor.
- (d) The Tenderer shall not, at any time, assign, or make over the contract or the benefit there of or any part thereof to any person or persons whatsoever.

14.4 All goods must be of fresh manufacturing and must bear the dates of manufacturing and expiry. The bidder further warrants that all goods supplied will have, at least 6 months of the minimum shelf life at the time of delivery to the consignee. The supplier will provide manufacturer's stability test data substantiating the claimed shelf life in the offered package.

14.5 For both items delivered to direct consignees & CMSS warehouses, the supplier should ensure that the items are delivered with the minimum shelf-life as mentioned in the tender document/Purchase Order failing which the consignees/CMSS WHs shall not accept the items. Further, the bidder's attention is invited that if they supply/deliver the items with short shelf-life as per tender/Purchase Order and even if direct consignees receive such items, the invoices shall not be processed by CMSS for payments. It is the sole responsibility of the bidder/vendor to deliver the items with minimum residual shelf-life as mentioned in the tender/Purchase Order.

14.6A Certificate of Analysis/ Performance Evaluation Report from manufacturer's own Quality Control Lab covering each batch delivered is to be submitted along with shipping documents.

The Certificate of Analysis shall include:

- a) Generic name of the product
- b) Batch No.
- c) Pharmacopoeial Reference and/or In-house method
- d) Batch quantity
- e) Date of manufacture
- f) Expiry date
- g) Date of test
- h) Description
- i)All identity, potency, purity, sterility, pyrogen and all other test required by the specified pharmacopoeia and/or In-house method. Both the actual results and the limits for the individual tests should be given
- i) Conclusion
- k) Qualified signatures
- as applicable

OR/And

The Performance Evaluation Report shall include:

- a) Product name
- b) Lot/Batch Number
- c) Date of manufacture
- d) Date of Expiry
- e) Manufacturer's name
- f) Number of samples tested
- g) Testing principle

Information about reference used

- h) TESTING PROCEDURE- Sensitivity, Specificity etc
- i) Results
- j) report number
- k) Date of Analysis
- I) Designation and signature of analyst
- m) Authorized signatory of lab

The above mentioned batch shall be manufactured in accordance with the applicable GMP/QMS regulations.

- 14.7 All the Tenderers are required to supply the product(s) with printed text "NACO SUPPLIES NOT FOR SALE" in red-colour on the strips, blisters, vials, ampoules & bottles and also on the external packings. The type/thickness of packing materials used in Blister packs may also be specified. Goods received without this print will not be accepted by CMSS/Consignee. Affixing of rubber stamp shall not be accepted. However, the approved art work will prevail.
- 14.8 If at any time the Tenderer has, in the opinion of the CMSS, delayed the supply of items due to one or more reasons related to Force Majeure events such as riots, mutinies, wars, fire, storm, tempest or other exceptional events at the manufacturing premises, the time for supplying the items may be extended by the CMSS at its discretion for such period as may be considered reasonable. However, such extension shall be considered only if a specific written request is made by the Tenderer within 10 days from the date of occurrence of such event. The exceptional events do not include scarcity of raw material, increase in the cost of raw material, electricity failure, labour disputes/ strikes, insolvency, and closure of the factory/ manufacturing unit on any grounds etc.
- 14.9 The supplier shall not be liable to pay LD/ penalty and forfeiture of security deposit for the delay in executing the contract on account of the extension of supply period on the ground of force majeure events.

#### 15. PACKING

- 15.1 The items shall be supplied in the package specified in the Technical Specifications in **Annexure-1.**
- 15.2 The Weight, Volume & Dimensions of shipping cartons & intermediate packaging carton may be mentioned.
- 15.3 The packing shall be of a sturdy quality to provide adequate protection of the product for carriage to final destination, **PAN INDIA** including remote locations under adverse climatic and storage conditions and high humidity. Used cartons should never be used.
- 15.4 Products with specific temperature requirements will be packed and stored and delivered in appropriate conditions.

- 15.5 The packaging unit should be strong, able to be stacked to a height of 4 pallets as static storage and 2 pallets during transport, and resistant to puncturing.
- 15.6 Special attention of suppliers is invited to ensure the material is of good quality and is free from development of fungus/termites. In case fungus/termites develops within 15 days of delivery at specified locations, suppliers at their own cost would lift the entire batch from various locations and supply fresh replaced batches. For LD purposes the date of receipt of replaced batches would count. In addition, the expenses on pest control to be undertaken by CMSS would be borne by the tenderer.

#### 16. QUALITY CONTROL

- 16.1 Quality Control is an essential part of the current procurement and it is the responsibility of the supplier to ensure quality assurance as per specifications/bid document. The products should conform to the standards as specified in **Annexure-I** of the Tender document.
- 16.2 The bidder/ supplier understand that the tendered item/items is/are critical health goods and the quality parameters of supplied goods are to be ensured during complete specified shelf life as indicated in technical specification/bid document/ official compendium. Bidder/Supplier also appreciate that failure in quality checks is serious default as it may derail entire programme and can also risk the life of users of supplied health goods.
- 16.3 CMSS will embark on stringent quality checks to ensure that tendered goods meet required standards throughout specified shelf life. For this purpose, CMSS reserves the right to carry necessary inspections/tests at any of, or any combination of or/all of following stages:
  - (a) At Pre-Dispatch stage.
  - Pre-dispatch inspection for passing the quality of the goods, would be done before direct shipment to the consignees from supplier Warehouses (in India).
  - (b) At Delivery Stage: inspection done once the goods reach at consignee location and before taking over supplied goods in inventory.
  - (c) Post Delivery Surveillance: The Drugs/goods shall have the active ingredients and all other parameters at the prescribed level as indicated in official compendiums or technical specifications throughout the shelf life period of the drugs/ goods. Quality Monitoring Activities may also be organized by CMSS post delivery.
- 16.4 CMSS may engage the services of a Quality Control Agent & Quality Control Testing Laboratories for the purpose of Inspection & Quality Control.

#### 16.5 Inspection Methodology:

PDI (Pre-Dispatch Inspection) as mentioned in **Annexure-I** means, the QA inspection/testing shall be completed prior dispatch of supplies direct to consignees/CMSS warehouses. After completion of manufacturing process, the supplier should offer goods for PDI inspection in writing to Quality Assurance department of CMSS at least 10 days before proposed inspection date. The samples of each batch will be collected and sent to designated

laboratories (Government/ Private Drugs Testing Laboratories) for testing as decided by the CMSS. Handling and testing charges will be borne by CMSS. After the dispatch clearance of Quality Assurance department of CMSS, the supplier will deliver the items to the consignee or CMSS warehouses as per the schedule mentioned in the Purchase Order. If the supplier delivers/dispatches goods without completing the QA inspection, sample testing, dispatch clearance etc., CMSS shall not be processing the payments of such goods and the supplier will be solemnly responsible for the supply of such goods.

Non-PDI (Post Delivery Inspection) as mentioned in **Annexure-I** means, the supplier will deliver/dispatch the manufactured items (as per the technical specifications) directly to CMSS warehouses. The samples will be collected from the warehouse of CMSS and sent to designate Quality Control Labs in respect of supplied goods at any point during specified shelf life as per decision of CMSS.

In case of failure of batches during or at any stage (indicated at 16.5), the testing charges would be claimed for the defaulting vendor.

- 16.6 The supplies will be deemed to be completed only upon receipt of the quality certificates from the laboratories.
  - "Not of Standard Quality" or spurious or adulterated or misbranded, such batch/ batches will be deemed to be rejected goods.
- 16.7 Inspection/testing stage, which Αt of samples do not meet auality requirement/specifications shall render the relevant batches liable to be rejected. If the sample is declared to be "Not of Standard Quality" or spurious or adulterated or misbranded, such batch/ batches will be deemed to be rejected goods and the cost of entire batch paid will be recovered whether consumed fully/ partially. Besides action may also be initiated for debarring/blacklisting against supplier for suitable period.
- 16.8 In the event of the samples of Drugs/goods supplied fails in quality tests or found to be not as per specifications at any of testing stages (as mentioned in clause no. 16.3), depending upon the type, nature and seriousness of failure, consequences resulting from such default, availability of alternate sources, the CMSS is at liberty to either:
  - (i) Ask the supplier to replace the entire quantity of relevant batches, in addition to imposition of penalty @ 25% of batch supply cost or
  - (ii) To make alternative purchase of the items of Drugs from other approved suppliers or in the open market or from any other Tenderer who might have quoted higher rates, at the risk and the cost of the supplier.
  - (iii) In addition to (i) or (ii) above, action to debar/blacklist the supplier for suitable period, as decided by CMSS may also be initiated. In addition to forfeiture of Performance Security Deposit.
  - (iv) In addition, the FDA/ Drugs Control Authority of concerned State will be informed for initiating necessary action on the Tenderer in their state. Security deposit will also be forfeited without any intimation.
  - (v) The decision of the CMSS or any officer authorized by CMSS, as to the quality of the supplied drugs, medicines, vaccines etc., shall be final and binding.

- 16.9 In case of supply of "NOT OF STANDARD QUALITY" goods to CMSS, the supplier shall make replace the rejected quantity by replacement within 2 months. If replaced batch is also found "NOT OF STANDARD QUALITY", the supplier shall be blacklisted for the product and no further supplies shall be accepted for the particular product category. In addition, the licensing authority will be informed for initiating necessary action on the supplier in their state. The security deposit will also be forfeited without any intimation. The warranty shall apply to replacement batches also. The decision of CMSS, as to the quality of the supplied goods shall be final and binding.
- 16.10 If the product is non-Pharmacopoeial then the supplier must provide the in house test method along with the required reference standards if asked for. The Master Formula of the products shall be provided whenever asked for.

#### 17. PAYMENT PROVISIONS

- 17.1 No advance payments towards costs of items will be made to the Tenderer.
- 17.2 The payment towards supply of items to CMSS will be made either by means of Cheque or through RTGS (Real Time Gross Settlement System)/ Core Banking/ NEFT. The Tenderer shall furnish the relevant details in original (Annexure-X) to make the payment through RTGS/Core Banking/NEFT. The payment will be in INR only.
- 17.3 All bills/ Invoices should be raised in duplicate and the bills should be drawn in the name of Central Medical Services Society, 2<sup>nd</sup> Floor, Vishwa Yuvak Kendra, Pandit Uma Shankar Dikshit Road, Chanakyapuri, New Delhi-110021or in the name of any other authority as may be designated. Suppliers have to mention E- aushadhi PO No. and tranche/ lot on the invoice.
- 17.4 Payments for supply will be made only after completion of supply of Items ordered in the individual Purchase Order PROVIDED quality reports are acceptable. The CMSS shall endeavour to make payment within 75 days in respect of items requiring sterility tests and within 60 days in respect of items requiring non- sterility test from the date of submission of invoice or from the date of receipt of material, whichever is later along with all the relevant documents of tender.
- 17.5 Lot/Tranche/PO vise Part payments for supply will be considered only after completion of supply of at least 50% quantity ordered in the individual Purchase Order/Lot/Tranche PROVIDED original consignee receipts (or on GeM by consignee for the receipt, with original CRC to be submitted before next payment is released) are produced and the quality pass reports of Standard Quality on samples testing are received from approved laboratories of CMSS.
- 17.6 (i) Variations in prices will be admitted on account of increase or decrease in the Statutory taxes levies, such as customs duty, GST etc., on production of relevant government notification, but during scheduled delivery period only.

- (ii) Any increase in taxes and other statutory duties/levies after the expiry of the delivery date shall be to the supplier's accounts. However, the benefit of any decrease in these taxes/duties shall be passed on to the purchaser by the supplier.
- 17.7 The supplier shall submit the following documents while claiming payments for supplies:
  - (a) Delivery challan along with the supplies (POD)
  - (b) Packing list
  - (c) Certificate of analysis along with the supplies (for each batch supplied).
  - (d) Itemized Invoice/ Bill in duplicate to CMSS Head Office.
  - (e) Such other documents as required by CMSS.
  - (f) Bidders are requested to submit their Original Invoice along with copies of Lorry Receipt/ Delivery challans and original Consignee Receipt Certificate (CRC) or such CRC to be uploaded on GeM by the consignee (if applicable) (with originals to be submitted before next payment is processed) as per format given in the tender document Annexure duly signed & stamped with other necessary documents for smooth processing of payment
- 17.8 Supplier will integrate with e- aushdhi system of CMSS and Supplier Interface Module in which selected bidders shall be required to enter/upload batch no, qty, mfg & expiry date, tranche no, invoice/challan copy etc. against PO no. Bidders are requested to submit their Original Invoice along with copies of Lorry Receipt/ Deliver challans or original Consignee Receipt Certificate (CRC) duly signed & stamped with other necessary documents for smooth processing of payment.

#### 18. LIQUIDATED DAMAGES AND OTHER PENALTIES:

#### 18.1 DELAYS IN SUPPLIER'S PERFORMANCE:

- (a) Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule specified by the purchaser in its LOA/purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the LOA/purchase order or in case of non-submission of Security Deposit within the stipulated time, purchaser reserves the right either to short-close/cancel this LOA/purchase order and/or recover liquidated damage charges. The cancellation/short-closing of the LOA/Purchase order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance-unsupplied quantity at the risk and cost of the defaulting vendor. This purchase at the risk and cost of the defaulting vendor can be at the same L1 cost of the tender or at higher cost and can be met through other vendors available in the present tender/contract or through any vendor from the open market. Any additional cost towards this risk purchase will be entirely borne/adjusted from running bills/demanded from the defaulting vendor.
- (b) Repeated/habitual delays by the supplier in the performance of its delivery obligations shall render the supplier liable to any or all of the following sanctions; imposition of liquidated damages, forfeiture of its performance security, and/or termination of the contract for default and purchaser reserves the right to purchase balance-unsupplied quantity at the risk and cost of the defaulting vendor.

- (c) If the suppliers are not completed in the extended delivery period, the purchase order may be short closed without any compensation to supplier and the performance security shall be forfeited.
- (d) Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.
- (e) Purchaser reserves the right to debar/blacklist the supplier for a suitable period who habitually failed to supply the goods/services in time. The decision of purchaser will be final and binding.
- 18.2 If the supply reaches the designated consignee places or CMSS Warehouse after scheduled delivery date mentioned in LOA/P.O, liquidated damages will be levied @ 2.5% per week to be applied proportionately on per day basis up to a maximum of 10% of P.O. Cost, irrespective of the fact that whether the CMSS has suffered any damage/ loss or not, on account of delay in effecting supply. If the last scheduled delivery day happens to be a holiday the supply will be accepted on the next working day without any penalty.
- 18.3 If the supply is received in damaged condition it shall not be accepted. In case of damage in the packing only, the supply may be accepted subject to purchaser's decision and after levying a penalty which may be up to 5% of cost of package received with damaged packing.
- 18.4 Timely supply is the essence of contract/ Purchase order. The drugs/medicines/items ordered are meant for key National programmes & delay in supply can have the adverse impact on patients can derail the critical National level Disease Control Programme.

For each lot/tranche, the delivery schedule (dates) are mentioned in the LOA/PO. The vendors are to make every effort to complete the delivery of each Lot/Tranche as per delivery schedule mentioned in the LoA/PO.

In continuation to provisions of liquidated damages clause no. 18, it may be noted that:

If the vendor is not able to supply the total qty. of each lot/tranche within the scheduled delivery dates, the following may be noted:

- a. The supplier will not dispatch/supply stocks/goods after the last date of scheduled delivery of the Lot/Tranche without PO amendment issued by procurement wing.
- b. CMSS Warehouses/Direct consignees would not accept any stock/goods of any Lot/tranche beyond scheduled delivery period in absence of delivery extension PO amendment. E-Aushadhi software functionality has been made that CMSS WHs would not be able to receive the goods (GRN creation barred). These consignees will accept the stocks beyond scheduled delivery date only if Procurement wing has issued PO Amendment for delivery extension.

- c. No extension of the delivery date would be granted suo motu unless the supplier specifically asks for it. However, in a few cases, it may be necessary to grant an extension of the delivery period suo motu in the interest of the administration. In such cases, the supplier should mandatorily submit clear acceptance of the extension letter.
- d. If at any time during the currency of the contract, the supplier encounters conditions hindering delivery of goods, he shall promptly inform the concerned officer in writing. The supplier/vendor should raise request for delivery time extension well in advance i.e. at least 15 days before scheduled delivery date, should mention the likely duration within which it intends to complete the supplies and request for extension of delivery schedule accordingly. On receiving the supplier's communication, CMSS shall examine the proposal and on approval from the CA, may consider issuing delivery extension with/without LD provided:
  - i. That there are sufficient grounds for acceptance of such requests.
  - ii. That there is no falling trend in prices for this item as evidenced from the fact that, in the intervening period, neither orders have been placed at rates lower than this contract nor any tender been opened where such rates have been received even though the tender is not yet decided.
- e. In such cases, for delivery extension, PO amendment would be issued and the supplier should mandatorily supply the goods in extended time period.
- f. Vendors are strictly advised not to deliver/transport any consignment reaching beyond scheduled delivery date without proper PO amendment issued by Procurement wing of CMSS, as it would not be received by consignees. CMSS shall not process any bills of such supplies if made beyond LOA/PO delivery schedule and without any PO amendment. For such actions, vendor would be solely responsible.
- g. If the supplier again fails to deliver the balance quantity within extended time, CMSS reserves the rights/options to procure the undelivered quantity from other approved supplier available in the contract at the same rates (with no financial implication and without regular tender to save time) or from open market at the risk & cost of the defaulting supplier (which may be with financial implication) or grant further extension if deemed fit.

## Note- Vendors may note that it may not be necessary that each request for extension in delivery dates is accepted and scheduled delivery date is extended by CMSS.

- h. After completion of complete LD period, if the supplier/vendor still fails to deliver goods (or a part of it) within extended timelines, actions against the supplier/vendor may be initiated for default in supplies as per terms & conditions stipulated in the tender including:
  - i. CMSS reserves the rights/options to short close the delayed lot/tranche undelivered without going for purchase of balance quantity or

ii. Short close the delayed lot/tranche and go for procurement of the undelivered quantity from other approved supplier available in the contract at the same rates (with no financial implication) or from open market at the risk & cost of the defaulting supplier (which may be with financial implication).

For repeated defaults in delivery in same or various POs, to debar such habitual defaulting vendor for suitable period.

## Note: - In event of Force majeure reasons/ situations as explained herein at clause no. 18, this clause would not be operated.

#### 19. WARRANTY

- 19.1 The supplier shall warrant that goods/items to be supplied shall be new and free from all defects and faults in material, workmanship and manufacturing and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications. Supplier shall warrant that goods supplied will meet and maintain the technical specification throughout specified shelf life. The supplier shall be responsible for any defects that may develop under proper storage/ use, arising because of improper quality of API, Excipients in packaging material etc. manufacturing /packaging details from faulty materials, manufacturing or workmanship or otherwise and shall remedy such defects at his own cost when called upon to do so by the purchaser who shall state in writing in what respect stores is faulty.
- 19.2 The portion of clause 16.8 (i) to (v) would also apply in case the goods/items supplied doesn't match to shelf life.
- 19.3 Replacement under warranty clause shall be made by the Supplier within 60 days period, free of all charges at site including freight, insurance and other incidental charges.
- 19.4 If any defect is not remedied within a reasonable time the purchaser may proceed to procure such defective quantities at the Supplier's risk and cost from other tenderer or open market, but without prejudice to may other rights which the purchaser may have against the contract in respect of such defects.

## 20. DEDUCTION & OTHER PENALTIES ON ACCOUNT OF DELAYS/ DEFAULT/ TERMINATION/ PART CANCELLATION/SHORT CLOSURE:

20.1 If the samples do not conform to tender specifications, the Tenderer will be liable for relevant action under the existing laws and the entire stock in such batch has to be taken back by the Tenderer within a period of 30 days of the receipt of the letter from the CMSS. Such stock shall be taken back at the expense of the Tenderer. The CMSS has the right to destroy such "NOT OF STANDARD QUALITY DRUGS" if the Tenderer does not take back the goods within the stipulated time. The CMSS will arrange to destroy the "NOT OF STANDARD QUALITY DRUGS" after the expiry of 30 days mentioned above without

further notice, and shall also collect demurrage charges calculated at the rate of 0.5% per week on the value of the drugs rejected till such time stipulated.

- 20.2 The CMSS will be at liberty to terminate, without assigning any reasons thereof, the contract either wholly or in part or short closed on 30 days notice. The Tenderer will not be entitled for any compensation whatsoever in respect of such termination besides forfeiture of Security Deposit and purchaser reserves the right to purchase balance-unsupplied item at the risk and cost of the defaulting vendor.
- 20.3 For infringement of the stipulations of the contract, for non performance/ compliance of contractual terms or for other justifiable reasons, the contract may be terminated either wholly, or in part or short closed. by the CMSS and the Tenderer shall be liable to pay for all losses sustained by the CMSS in consequence of the termination which may be recovered personally from the Tenderer or from his properties, as per rules besides forfeiture of Security Deposit.
- 20.4 In the event of making Alternative Purchase, as specified in in Clause 13(f), Clause 14.2(a), Clause 16.8 and other clauses herein, penalty will be imposed on the supplier. The excess expenditure over and above contracted prices incurred by the CMSS, in making such purchases from any other sources or in the open market or from any other Tenderer who has quoted higher rates and other losses sustained in the process, shall be recovered from the Security Deposit or from any other money due and become due to the supplier and in the event of such amount being insufficient, the balance will be recovered personally from the supplier as per rules.
- 20.5 In all the above conditions, the decision of the CMSS shall be final and binding.

#### 21. SAVING CLAUSE

No suit, prosecution or any legal proceedings shall lie against the Tender Inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of the tender.

#### 22. PROHIBITION OF INFLUENCING CMSS BY THE BIDDER:

- (i) No bidder shall contact or influence the CMSS or its employees on any matter relating to its bid from the time of bid opening to the time the contract is awarded.
- (ii) Any effort by a bidder to influence the CMSS in the bid evaluation, bid comparison or contract award decisions may result in rejection of the bidder's bid.
- (iii) The bidder shall not make any attempt to establish unsolicited and unauthorized contact with the Tender Accepting Authority, Tender Inviting Authority or Tender Evaluation Committee after opening of the bids and prior to the notification of award and any attempt by any bidder to bring to bear extraneous pressures on the Tender Accepting Authority, Inviting Authority or Tender Evaluation Committee, shall be sufficient reason to disqualify the bidder.

(iv) Not withstanding anything contained in clause (iii) above the Tender Inviting Authority or the Tender Accepting Authority, may seek bonafide clarifications from bidders relating to the bids submitted by them during the evaluation of bids.

#### 23. RESOLUTION OF DISPUTES

- (i) The CMSS and the supplier shall make every effort to resolve, amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
- (ii) In case of a dispute or difference arising between the CMSS and a supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be New Delhi.

#### 24. JURISDICTION

In the event of any dispute arising out of the tender such dispute would subject to the jurisdiction of the Civil Court within the city of New Delhi only.

## CENTRAL MEDICAL SERVICES SOCIETY- 110021 TENDER FOR THE SUPPLY OF CD4 KITS/REAGENTS & CONSUMABLES

#### LISTOF PRODUCT & THEIR TECHNICAL SPECIFICATIONS

Sch. No.	Item Name	Unit	Approx. Tender Quantity in Units
I	CD4 test Kits for FACS Count(500 Test)	Test	103000 (206 Packs*500 test)
II	CD4 test Kits for FACS Count(1000 Test)	Test	145000 (145 Packs *1000 test)
III	CD4 test Kits for FACS Count(2000 Test)	Test	22000 (11 Packs *2000 test)
IV	CD4 test Kits for FACS Calibur (1000 Test)	Test	6000 (6 Packs *1000 test)
V	CD4 test Kits for FACS Calibur(2000 Test)	Test	8000 (4 Packs *2000 test)
VI	CD4 test Kits for FACS Calibur (500 Test)	Test	103000 (206 Packs *500 test)
VII	CD4 test Kits for FACS Presto(1000 Test)	Test	195000 (195 Packs *1000 test)
VIII	CD4 test Kits for FACS Presto(2000 Test)	Test	52000 (26 Packs *2000 test)

	Requirement as per Package					
S. No	Indented Item	Revised Quantity as per	FACS Count Package	Requirement According to package	Description	Qty.
					339010-FACS Count Reagent Kit 50 T	10 Kits
			500 Test	206	340166-FACS Count Control Kit 25 T	01 Kits
					342003-FACS Flow Sheath 20 L	3 Boxes
	CD4 test Kits				339010-FACS Count Reagent Kit 50 T	20 Kits
1	for FACS	270000	1000 Test	145	340166-FACS Count Control Kit 25 T	02 Kits
	Count				342003-FACS Flow Sheath 20 L	5 Boxes
					339010-FACS Count Reagent Kit 50 T	40 Kits
			2000 Test	11	340166-FACS Count Control Kit 25 T	03 Kits
					342003-FACS Flow Sheath 20 L	7 Boxes
			1000 Test	6	340383-BD Tritest TM CD3/CD4/CD45, 50 T	20 Kits
					340334-BD Trucount TM-Tubes	20 Kits
					340486-Calibrite 3, 25 T	1 Kit
					349202-FACS Lyse Solution 100ml	1 Bottle
•	CD4 test Kits for	14000			342003-FACS Flow Sheath 20 L	5 Boxes
2	FACS Calibur	14000			340383-BD Tritest TM CD3/CD4/CD45, 50 T	40 Kits
					340334-BD Trucount TM-Tubes	40 Kits
			2000 Test	4	340486-Calibrite 3, 25 T	1 Kit
					349202-FACS Lyse Solution 100ml	1 Bottle
					342003-FACS Flow Sheath 20 L	7 Boxes
3	CD4 test Kits for	350000	500 Test	206	655495 Cartridge Kit	5 Kits
	FACS Presto		1000 Test	195	655495 Cartridge Kit	10 Kits
			2000 Test	26	655495 Cartridge Kit	20 Kits

- Delivery Terms:
  (a) The delivery shall be on DDP (Destination basis) .
  (b) The delivery (In lot wise manner):-

Sch. No.	Item Name	Unit	Approx. Tender Quantity in Units	Delivery Schedule
I	CD4 test Kits forFACS Count (500 Test)	Test	103000 (206 Packs *500)	Tranche (I)- 17000 Tests (34 Packs*500 test) to bedelivered in 0-75 days from LoA.  Tranche (II)- 28500 Tests (57 Packs *500 test) to be delivered in 135-165 days fromLoA.  Tranche (III)- 23000 Tests (46 Packs *500 test) tobe delivered in 225-255 days fromLoA.  Tranche (IV)- 34500 Tests (69 Packs *500 test) to be delivered in 315-345 days fromLoA.
II	CD4 test Kits for FACS Count (1000 Test)	Test	145000 (145 Packs*1000)	Tranche (I)- 32000 Tests (32 Packs *1000 test) to be delivered in 0-75 days from LoA.  Tranche (II)- 35000 Tests (35 Packs *1000 test) to be delivered in 135-165 days from LoA.  Tranche (III)- 44000 Tests (44 Packs *1000 test) to be delivered in 225-255 days from LoA.  Tranche (IV)- 34000 Tests (34 Packs *1000 test) to be delivered in 315-345 days from LoA.
III	CD4 test Kits for FACS Count (2000 Test)	Test	22000 (11 Packs*2000)	Tranche (I)- 10000 Tests (5 Packs *2000 test) to be delivered in 0-75 days from LoA.  Tranche (II)- 2000 Tests (1 Packs *2000 test) to be delivered in 135-165 days from LoA.  Tranche (III)- 4000 Tests (2 Packs *2000 test) to be delivered in 225-255 days from LoA.  Tranche (IV)- 6000 Tests (3 Packs *2000 test) to be delivered in 315-345 days from LoA.
IV	CD4 test Kits for FACS Calibur (1000 Test)	Test	6000 (6 Packs*1000)	Tranche (I)- 2000 Tests (2 Packs *1000 test) to be delivered in 0-75 days from LoA.  Tranche (II)- 1000 Tests (1 Pack *1000 test) to be delivered in 135-165 days from LoA.  Tranche (III)- 1000 Tests (1 Pack *1000 test) to be delivered in 225-255 days from LoA.  Tranche (IV)- 2000 Tests (2 Packs *1000 test) to be delivered in 315-345 days from LoA.
V	CD4 test Kits for FACS Calibur (2000 Test)	Test	8000 (4 Packs*2000)	Tranche (I)- 2000 Tests (1 Pack *2000 test) to be delivered in 0-75 days from LoA.  Tranche (II)- 2000 Tests (1 Pack *2000 test) to be delivered in 135-165 days from LoA.  Tranche (III)- 2000 Tests (1 Pack *2000 test) to be delivered in 225-255 days from LoA.  Tranche (IV)- 2000 Tests (1 Pack *2000 test) to be delivered in 315-345 days from LoA.
VI	CD4 test Kits for FACS Calibur (500 Test)	Test	103000 (206 Packs*500)	Tranche (I)- 19000 Tests (38 Packs *500 test) to be delivered in 0-75 days from LoA.  Tranche (II)- 26000 Tests (52 Packs *500 test) to be delivered in 135-165 days from LoA.  Tranche (III)- 32500 Tests (65 Packs *500 test) to be delivered in 225-255 days from LoA.  Tranche (IV)- 25500 Tests (51 Packs *500 test) to be delivered in 315-345 days from LoA.

VII	CD4 test Kits for FACS Presto (1000 Test)	Test	195000 (195 Packs*1000)	Tranche (I)- 61000 Tests (61 Packs *1000 test) to be delivered in 0-75 days from LoA.  Tranche (II)- 56000 Tests (56 Packs *1000 test) to be delivered in 135-165 days from LoA.  Tranche (III)- 38000 Tests (38 Packs *1000 test) to be delivered in 225-255 days from LoA.  Tranche (IV)- 40000 Tests (40 Packs *1000 test) to be delivered in 315-345 days from LoA.
VIII	CD4 test Kits for FACS Presto (2000 Test)	Test	52000 (26 Packs*2000)	Tranche (I)- 32000 Tests (16 Packs *2000 test) to be delivered in 0-75 days from LoA.  Tranche (II)- 4000 Tests (2 Packs *2000 test) to be delivered in 135-165 days from LoA.  Tranche (III)- 10000 Tests (5 Packs *2000 test) to be delivered in 225-255 days from LoA.  Tranche (IV)- 6000 Tests (3 Packs *2000 test) to be delivered in 315-345 days from LoA.

Allocation:- 100 % quantities allocated to L1 bidder. Pre Dispatch/ Post Dispatch Testing:- Not applicable

 $\label{eq:Annexure 1A-Technical Specifications} Annexure \ 1B-Consignee \ List \ attached$ 

Annexure 1C – Art Work

### Technical Specifications of CD4 tests/kits

### CD3/CD4/CD45 use on BD FACS Calibur

#### Specifications:

- For determining percentages and absolute counts of human total T and helper/inducer T lymphocytes in erythrocyte-lysed whole blood.
- Reagent should be compatible to use BD FACS Calibur Machine.
- It should contain FITC-labeled CD3, clone SK7,PE-labeled CD4, clone SK3 and PerCP-labeled CD45.
- Reagent should be IVD approved.
- Reagent should be supplied with TruCount Tubes for absolute counting of cells.
- Details of any additional consumable/reagent required for performing CD4 test should be provide and its price should be included in the price offer.

### Single Tube CD4 Reagents for use on BD FACS Count

#### Specifications:

- To enumerate the absolute counts of CD4 T lymphocytes and determine the percentage of lymphocytes that are CD4 T lymphocytes in unlysed whole blood (CD4 counts and CD4 percentages).
- The reagents are intended for in vitro diagnostic use on a BD FACSCount<sup>TM</sup> instrument.
- Contents should include CD4 PE/ CD 14 PE-Cy<sup>TM</sup>5 /CD15-PE-Cy5, fluorescent nuclear dye, and reference beads, reagent tube caps; fixative solution.
- CD4 reagents should be provided in one ready to use reagent tube.
- Reagents should be supplied with required buffers and controls.
- Details of any additional consumable/reagent required for performing CD4 test should be provided and its price should be included in the price offer.

### CD4 Reagents Specification for use on BD Presto Reagents:

#### Specifications:

- Reagent kit should be compatible with BD FACS Presto
- Each cartridge should have CD4 PE-Cy<sup>TM</sup>5\*/CD3 APC/CD45RA APC/CD4 PE dried antibody reagents.
- Reagent kit should be IVD approved.
- Details of any additional consumable/reagent required for performing CD4 test should be provide and its price should be included in the price offer.
- i. CD4 tests kits for FACS Count and Calibur Residual shelf life- 7 months from the date of delivery to the consignee
- ii. CD4 tests kits for **FACS Presto**-Residual shelf life Minimum 9 months at the time of delivery to the testing sites

Consignee list enclosed in end of the bid documen
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CMSS reserve to right to change the consignee at any time if required.

### Annexure 1 C

Product name :

Code :

Lot No. :

Net quantity : Date of import :

MRP

**Country of origin** 

Manufacturer

Imported by :

**CUSTOMER CARE** 

Email:

Phone:

GOVERNMENT OF INDIA SUPPLY UNDER NATIONAL AIDS CONTROL PROGRAMME

Name of the Company:

Reference no.
Lot no.
Expiry
Number of reagents
Storage temperature

GOVERNMENT OF INDIA SUPPLY UNDER NATIONAL AIDS CONTROL PROGRAMME

(€ IVD i

Address of the Company:

Purchaser's Name : Ministry of Health & Family Welfare, Govt. of India, through CMSS

Project : National AIDS Control Programme (NACP)

LoA No. : CMSS/PROC/NACO/

Country of origin of goods:

Suppliers Name :

GOVERNMENT OF INDIA SUPPLY UNDER NATIONAL AIDS CONTROL PROGRAMME

GOVERNMENT OF INDIA SUPPLY UNDER NATIONAL AIDS CONTROL PROGRAMME

GOVERNMENT OF INDIA SUPPLY UNDER NATIONAL AIDS CONTROL PROGRAMME

GOVERNMENT OF INDIA SUPPLY UNDER NATIONAL AIDS CONTROL PROGRAMME

#### Annexure-II

### **TENDER FORWARDING LETTER**

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To,
DG&CEO,
Central Medical Services Society
2nd Floor, VishwaYuvak Kendra,
Pandit Uma Shaker Dixit Marg,
Chankyapuri, New Delhi- 110021

Sub: Acceptance of Terms & Conditions of Tender.

Tender No: CMSS/PROC/2022-23/NACO/012

Name of Tender: - Online tender for Procurement of CD4 kits/reagents & consumables.

Dear Sir,

I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

- 2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents (Including all document like annexure(s), schedule(s), etc .,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
- 3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
- 4. I / We hereby unconditionally and unequivocally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
- 5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking for the quoted product from any procurement agency or as a whole.
- 6. I/We hereby declare that bid will remain valid for a period of 150 days after opening of Tender bid/packet1.
- 7. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully, (Signature of the Tenderer, with Official Seal)

### **DETAILS OF E.M.D. SUBMITTED**

We herewith submit the EMD (**Annexure-XI**) in favour of Central Medical Services Society for the following items.

S. No.	Name of the product	UOM	Quantity inBid	% of the Bid Qty.	Amount of EMD Payable (in INR) for 100% quantity	Amount of Bid Security
I	CD4 test Kits for FACS Count (500 Test)	Test	103000 (206 Packs*500)		438780	
II	CD4 test Kits for FACS Count (1000 Test)	Test	145000 (145 Packs*1000)		585800	
III	CD4 test Kits for FACS Count (2000 Test)	Test	22000 (11 Packs *2000)		87120	
IV	CD4 test Kits for FACS Calibur (1000 Test)	Test	6000 (6 Packs *1000)		26760	
V	CD4 test Kits for FACS Calibur (2000 Test)	Test	8000 (4 Packs *2000)		32320	
VI	CD4 test Kits for FACS Calibur (500 Test)	Test	103000 (206 Packs *500)		841760	
VII	CD4 test Kits for FACS Presto (1000 Test)	Test	195000 (195 Packs *1000)		1478490	
VIII	CD4 test Kits for FACS Presto (2000 Test)	Test	52000 (26 Packs *2000)		394260	
	Total					

### **ANNUAL TURN OVER STATEMENT**

	over (Sales) of M/s below and certified that the	statement is true and correct.
SI. No.	Financial Year	Turnover in Lakhs (Rs)
1. 2.	2018-2019 2019-2020	-
3.	2020-2021	- OD
	2019-2020 2020-2021 2021-2022	OR - - -
_	Total - Rs	Lakhs.
Average Turnov	er Per Annum in the last thre Lakhs.	e years mentioned above -
Date: Seal:		Signature of Auditor/Chartered Accountant (Name in Capital)

# **CHECK LIST**

### Packet 1

# Pg. No. in bid

1.	Checklist – Annexure-V- (Clause 6.2 k)	Yes	No
2.	EMD (as per Annexure-III) (Clause 6.2 a)	Yes	No
3.	Certificate by MSME/ SSI units in support of being a MSE/ SSI unit. (Clause 6.2 a)	Yes	No
4.	Tender Forwarding Letter (Annexure-II) (Clause 6.2 b)	Yes	No
5.	Duly attested photocopy of Manufacturing License (valid on the date of tender opening) for the product duly approved by the Licensing Authority for each and every product quoted/Manufacturer Authorisation Form (Clause 6.2 d)	Yes	No
6.	Power of Attorney duly signed & Authorization letter nominating a responsible person of the tenderer to transact the business with the Tender inviting Authority. (Clause 6.2 e)	Yes	No
7.	Purchase Order Copy (Clause 6.2 f)	Yes	No
8.	Non Conviction Certificate (Clause 6.2 g)	Yes	No
9.	Annual Turnover Statement for 3 Years (Annexure-IV) (Clause 6.2 h)	Yes	No
10.	Copies of Annual Audit Reports including Balance Sheet & Profit & Loss Account for last three years (Clause 6.2 i)	Yes	No

<ol> <li>Certificate of Incorporation in case of companies/copy of partnership deed in case of partnership firm/ Declaration in case being a proprietary firm. (Clause 6.2 j)</li> </ol>	Yes	No
12. No Deviation Certificate (Annexure-XIII) (Clause 6.2 n)	Yes	No
13. Near Relative Certificate (Annexure-XIV) (Clause 6.2 o)	Yes	No
<ol> <li>Undertaking that Firm is not being blacklisted or debarred from any Govt. Agency (Clause 6.2 p)</li> </ol>	Yes	No
<ol> <li>Para-wise compliance of technical specification of the quoted item (Clause 6.2 q)</li> </ol>	Yes	No
16. The bidders are requested to submit an undertaking on their letterhead for compliance to the Artwork enclosed for the items quoted by them. No further approval for Artwork would be provided by CMSS to any bidder. (Clause 6.2 r)	Yes	No
17. Mandate Form		
18. Proprietary Article Certificate (Clause 6.2 s)		
NOTE: Bidders are requested to submit all document (Annexure-VII). NO CLARIFICATIONS may be sought		

NOTE: Bidders are requested to submit all documents with the bid as shown as checklist (Annexure-VII). NO CLARIFICATIONS may be sought from bidders and incomplete bid may be summarily rejected at sole responsibility of bidder(s). CMSS decision in this regard will be final and binding.

M/s \_\_\_\_\_\_For Self and Firm / Company Ltd.
Signature and Seal

# **NOTARISED UNDERTAKING BY MSE COMPANIES** (In 20- Rupees stamp paper)

	I, S/o, Prop Managing Director of	
	Concern / Firm / Company Ltd.) execute this Undertaking behalf of (Proprietary Concern Ltd.).	for myself and on
2.	Whereas, CMSS (Tender Inviting Authority) has invited Te Drugs and medicines, goods for the year 2022-23 and conditions in the tender docu (Proprietary Co	in pursuant to the
	Company Ltd.), having its	
	is exempted from payment Deposit as indicated in the Clause 9.2 of tender document.  And whereas, in pursuant to the conditions in Clause Nos. 9 tender, the Earnest Money Deposit can be forfeited by Authority in case of violation of any of the condition performance of the obligation under tender document.  In consideration of exempting M/s	9.2, 9.3 & 9.4 of the the Tender Inviting ons and for non- of Earnest Money I undertake to pay
	M/s	
	For Self and Firm / Company	
	Tor sen and him / company	, Liu.
	Signature and	Seal
Witness:-		
(1)		

(2)

### **Central Medical Services Society**

2nd Floor, Vishwa Yuvak Kendra, Pandit Uma Shankar Dixit Marg, Teen Murti Road, Opp. Police Station, Chanakyapuri, New Delhi- 110021, Tel: 011-214109005 011-21410906 Email: <a href="mailto:gmproc.cmss@gmail.com">gmproc.cmss@gmail.com</a>

#### LETTER OF ACCEPTANCE

Sch No.	Items Description	Quantit y	Unit	Ex- Works	GST (%)	GST (Rs)	Transport & any other	Total unit price (all	Grand Total (Rs.)
	l								
	· ·		•	-		•	onse to above epted for follo		
Dea	r Sir,								
	-						onse to above		
	<b>ub: Acceptan</b> ef: 1) CMSS To						<b>O/012</b> opened	d on	
(K	(ind Attn:		(No	ame),		[	Designation)		
	mail								
	none:								
	ttn:								
	ddress:								
	\/s								
To,									
No:	CMSS/PROC,	/2022-23/1	NACO/	012				Date	

Sch No.	Items Description	Quantit y	Unit	Ex- Works per Unit (Rs.)	(%)	GST (Rs)	Transport & any other charges (Rs.)	Total unit price (all incl) (Rs.)	Grand Total (Rs.)
1									
2									
Grand Total									

- 2. You are requested to deposit Security Deposit @ 3% of the total value by NEFT/RTGS/ Bank Guarantee/Demand Draft/ Banker's Cheque and enter into an Agreement, as per the format given in **Annexure-X** of the Tender document, within 15 days from the date of receipt of this letter. The Security Deposit shall be valid for 1260 days from the date of commencement.
- Please convey your acceptance to this LOA within 03 days of issue, else it will be
  presumed that you are not keen to accept the LOA and CMSS may proceed for
  allocation of quantity to other bidder and with other actions stipulated in referred
  Tender document.

CMSS/PROC/2022-23/NACO/012 (	and subsequent amendments to it.
	Anjana GM/Procurement
Annexure A to LOA No: Supplier: M/s	

4. All other terms and conditions will be applicable as per Tender document no.

Annexure-A

	LIST OF MANUFACTURING LICENSES & SITE ADDRESSES									
Sr. No.	Item Code	Item Description	Manufacturing Site Address	Manufacturin g License No.	Remarks					
1										
2										
3										

# LONG TERM AGREEMENT (LTA) NO.:CMSS/PROC/2022-23/NACO/LTA/012 E- STAMP CERTIFICATE NO.: LTA Validity: From \_\_\_\_\_\_ to \_\_\_ TERMS OF AGREEMENT THIS AGREEMENT made the...... day of ...... year between Central Medical Services Society, 2<sup>nd</sup> Floor, Vishwa Yuvak Kendra, Pt. Uma Shankar Dikshit Marg, Teen Murti Marg, Opposite Police Station Chankaya Puri, New Delhi-110021 (here in after "the Purchaser") of the one part and ..... (Name of called "the Supplier") of the other part: WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz; Procurement of CD4 Kits in the Tender Reference No. CMSS/PROC/2022-23/NACO/012, Dt\_\_\_\_\_\_(Brief Description of Goods and Services) and has accepted a bid by the Supplier for the supply of those goods and services for the sum of.......(Contract Price in Words and Figures) (Hereinafter called "the Contract Price"). WHEREAS the Supplier confirms that it is qualified, ready, willing and able to supply/services the Procurement of CD4 Test Kits, in accordance with the terms and conditions of this Agreement. 1. **DEFINITIONS**

**Products**, in singular form Product, means the item(s), as described and detailed above, provided by the Supplier to CMSS from time to time pursuant to this agreement.

Commencement Date means \_\_\_\_\_

Expiry Date means \_\_\_\_\_

**Tender** means Tender No. Tender No: **CMSS/PROC/2022-23/NACO/012** from CMSS to the Supplier, to quote for the cost of supply of the Products to CMSS.

**Long Term Agreement**, as abbreviated to Agreement or LTA, means this Agreement between the Parties, to provide Products, including its Annexure, however with due consideration of the order of precedence among the LTA and individual Annexure.

**Parties** means CMSS and the Supplier, their successors and assigns and where not repugnant to the context, their servants or agents.

#### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

#### 1. LTA DOCUMENTS:

The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) This LTA
- (b) The Notice Inviting Tender
- (c) Terms and Conditions of Tender Document as given in Tender No: CMSS/PROC/2022-23/NACO/012 dt.
- (d) The Minutes of Pre-Bid meeting and corrigendum issued.
- (e) Schedule of Requirement.
- (f) The Technical Specification
- (g) The Supplier's Offer including Enclosures, Annexure etc.
- (h) Any other document listed in the supplier's bid and replies to queries, clarifications issued by the purchaser, such confirmations given by the tenderer which are acceptable to the purchaser and the entire Addendum issued as forming part of the contract.
- (i) The Letter of Acceptance issued by the purchaser.

#### 2. PURPOSE OF LTA:

- 1.1 The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods, the Contract Price at the times and in the manner prescribed by this Agreement.
- 1.2 Brief particulars of the Products or goods which shall be supplied / provided by the Supplier are as under.

Sch No.	Items Descri ption	Quantity	Unit	Ex-Works per Unit (Rs.)	GST (%)	GST (Rs)	Transport & any other charges	Total unit price (all incl) (Rs.)	Grand Total (Rs.)
1							(Rs.)		
2									
Grand Total									

1.3 The supplier agrees that his supplies are subject to terms and conditions details contained in LTA documents mentioned above. The supplier appreciates that the supplies are meant for public health system in the country and hence will agree to supply the goods of good quality as per standards in a timely manner as specified as per tender terms and conditions. The supplier has already given its no deviation (clause-by-clause compliance) for the subject terms and conditions.

# 3 . Manufacturing License and Site

License	and	Site	Ad	dre	SS
---------	-----	------	----	-----	----

As per Annexure A.

IN WITNESS where of the parties here to have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.
Signed, Sealed and Delivered by the said (For the Purchaser)
in the presence of
Signature
Name
Address
Signed, Sealed and Delivered by the Said (For the Supplier)
in the presence of
Signature
Name
Address
Annexure A to LTA No:
Supplier: M/s

	LIST OF MANUFACTURING LICENSES & SITE ADDRESSES								
Sr. No.	Item Code	Item Description	Manufacturing Site Address	Manufacturing License No.	Remarks				
1									
2									
3									

#### **CENTRAL MEDICAL SERVICES SOCIETY**

Ministry of Health & Family Welfare (Government of India)

2<sup>nd</sup> Floor, Vishwa Yuvak Kendra, Pt. Uma Shankar Dikshit Marg, Teen Murti Marg, Opposite Police Station Chankaya Puri, New Delhi-110021, India

### **PURCHASE ORDER**

PO No: CM	SS/PROC/2022-23/NACO/0	012	Dated:
То,			
M/s	<del></del>		
Attn:			
Phone:			
Email			
Subject:	Purchase Order for supp	ly of CD4 Test Kits.	
Ref:	Long Term Agreement dated	No: CMSS/PROC/2022-2	23/NACO/012/LTA/
Dear Sir,			

Please supply following quantities for the items specified as per the technical specifications and terms & conditions of the Long Term Agreement referred above:

Sr. No.	Item Cod e	Item Descrip tion	Quanti ty Accep ted by the Purcha ser	Unit	Ex Works Price per Unit (Rs)	GST (%)	GST (Rs)	Trans portat ion Charg es (Rs)	Rate Per Unit (Landed Price)(R s)	Tota I Val ue (Rs)	Destin ation
2			301								As per Annex 1 As per Annex

- 1. All the Terms & Conditions of the Agreement signed by you on acceptance of your tender are applicable.
- 2. Delivery Period: As per Annexure A of the tender document
- 3. Manufacturing license as per Annexure A and site address as per Annexure B.
- 4. Payment Terms: Within 75 days of supplies in respect of items requiring sterility tests and within 60 days of supplies for other items.

# General Manager (Procurement)

# Copy to:

- 1. General Manager (LSC), CMSS
- 2. General Manager (QA), CMSS
- 3. General Manager (Finance), CMSS
- 4. All Consignees through Programme Division/CMSS Warehouses concerned.

Annexure A to PO No: Supplier: M/s

	CONSIGNEE-LIST								
Sr. No.	Item Description	Consigne e Location	Consignee Address	Quantity	UOM	Remarks			
1									
2									
3									

Annexure-B

Annexure B to PO No: Supplier: M/s

	LIST OF MANUFACTURING LICENSES & SITE ADDRESSES								
Sr. No.	Item Code	Item Description	Manufacturing Site Address	Manufacturing License No.	Remarks				
1									
2									
3									

# Annexure-X

# **MANDATE FORM**

01	Company Name	
02	Postal Address of the company with Telephone No., Fax No. and Mail ID.	
03	Name of the Managing Director / Director / Manager Mobile No. / Phone No. E-mail ID.	
04	Name and Designation of the authorized company official  Mobile No.	
	E-mail ID	

Date: Company Seal Signature
Place: (Name of the person signing & designation)

Mandate Form contd..

01	Name of the Bank.	
	Branch Name& address.	
	Branch Code No.	
	Branch Manager Mobile No.	
	Branch Telephone no.	
	Branch E-mail ID	
02	9 digit MICR code number of the bank	
	and branch appearing on the MICR	
	cheque issued by the bank.	
03	IFSC code of the Branch	
04	Type of Account (Current / Savings)	
05	Account Number (as appear in	
	Cheque book)	

(in lieu of the bank certificate to be obtained, please <u>attach the original cancelled</u> <u>cheque</u> issued by your bank for verification of the above particulars).

I /We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold M/s. Central Medical Services Society (CMSS) responsible. I have read the conditions of the tender/agreement entered and agree to discharge the responsibility expected of me / from the company as a tenderer /successful tenderer.

Date:	Company Se	al Signature
Place:		(Name of the person signing& designation)
OEDTIEIED	TUAT TUE DADTICUUADO	FURNISHED AROUE BY THE COLARANY ARE CORRECT

CERTIFIED THAT THE PARTICULARS FURNISHED ABOVE BY THE COMPANY ARE CORRECT AS PER OUR RECORDS.

Bank Seal with address. Signature of the authorized official of the bank

# Bank Guarantee for EMD (Format) (if applicable)

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[insert Bank's	Name, and A	Address of Issu	uing Branch	or Office]			
Beneficiary:	[insert <b>Name</b>	and Addres	s of Purcha	ser]			
Date:							
BIDGUARANT	EE No.:						
We have be	en informed	that [insert r	name of the	e Tenderer ]	(hereinafter	called	"the
Tenderer ") ł	nas submitted	d to you its	bid dated	(hereinafter	called "the	Bid")for	the
execution of	[insert <b>name</b>	<b>of contract</b> ]∪	nder Tende	r No			

Furthermore, we understand that, according to your conditions, bids must be supported by an EMD.

At the request of the Tenderer ,we [insert name of Bank] hereby irrevocably under take to pay you any sum or sums not exceeding in total an amount of [insert amount in figures] ([insert amount in words]) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the bid conditions, because the Tenderer:

- (a) has withdrawn its Bid during the period of bid validity specified by the Tenderer in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the security deposit, in accordance with the Instructions to Tenderer s.
- (c)does not accept the correction of the Bid Price
- (d) This guarantee will expire: (a) if the Tenderer is the successful tenderer ,upon our receipt to copies of the contract signed by the Tenderer and the performance security issued to you upon the instruction of the Tenderer; or(b) if the Tenderer is not the successful tenderer ,upon the earlier of (i) our receipt of a copy of your notification to the Tenderer of the name of the successful tenderer; or (ii) Twenty Eight days after the expiration of the Tenderer 's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

[signature(s)]

### **Security Bank Guarantee (Format)**

	[insert: Bank's Name, and Address of Issuing Branch or Office]
Beneficiary:	[insert: Name and Address of Purchaser]
PERFORMANCE GUARA	NTEE No.:
received a Letter of Ac	ed that [insert: <b>name of Supplier</b> ] (hereinafter called "the Supplier") has acceptance No. [insert: <b>reference number of the Letter of Acceptance</b> rentering into a Rate Agreement with you, for the supply of [insert
guarantee is required p At the request of the Su you any sum or sums [insert: <b>amount in word</b> s a written statement sta	stand that, according to the conditions of the Tender, a performance post acceptance of letter of Acceptance.  Supplier, we [insert: name of Bank] hereby irrevocably undertake to pay not exceeding in total an amount of [insert: amount in figures] (
	pire no later than the day of, 2, and any demandust be received by us at this office on or before that date.
	ct to the Uniform Rules for Demand Guarantees, ICC Publication No. paragraph (ii) of Sub-article 20(a) is hereby excluded

The Guarantor shall insert an amount representing the percentage of the Price specified in the letter of Acceptance and denominated in the currency of the Contract.

Established in accordance with tender conditions taking into account any warranty obligations of the Supplier as per tender conditions. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

# No Deviation Certificate

This	is	to	certify	that	the	produ	ct(s)	quoted		_ by	our	firm,	M/s.
				is	as p	er the	give	n technic	al specifi	cation	s in	the to	ender
doc	ume	ent a	& there i	s no c	deviat	ion in r	elatio	n to any c	onditions/	require	emer	nts spe	cified
in th	e te	ende	r docum	nent.									
Sign	atui	e (v	vith Stam	(qr									

#### **Near Relative Certificate**

(In case of Proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Govt. of India/Financial Institutions nominees and independent non-official part time directors appointed by Govt. of India or the Governor of the state. Authorised signatory of bid may also sign this bid on behalf of the entire directors/ partners/ proprietor).

This is to certify that none of my/our Company Directors' near relative as defined below currently works in CMSS where I am/we are going to apply for the tender. I/We also agree to the condition that due to any breach of conditions by the company or firm or any other related person the bid submitted on behalf of the company or firm will be cancelled and bid security will be forfeited at any stage whenever it is noticed and CMSS will not pay any damage to the company or firm or the concerned person. The company or firm will also be debarred for further participation for the quoted item in CMSS for a period of one year.

The near relatives for this purpose are defined as:

- (a) Members of a Hindu undivided family.
- (b) They are husband and wife.
- (c) The one is related to the other in the manner as father, mother, son(s) & son's wife (Daughter in law), daughter(s) and daughter's husband (son in law), brothers(s) and brother's wife, sister(s) and sister's husband (brother in law).

Signature/Signatures (with Stamp)

### MANUFACTURER'S AUTHORISATION FORM

### **Central Medical Services Society**

Dear Sir,
Ref: Your document No dated
We, who are proven and reputable manufacturers of (name and description of the goods offered in the tender having factories at, hereby authorize Messrs (name and address of the agent) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.
We also state that we are not participating directly in this tender for the following reason(s):
(please provide reason here).
We further confirm that no supplier or firm or individual other than Messrs (name and address of the above agent) is authorised to submit a tender, process the same further and enter into a contract with you against you requirement as contained in the above referred TE documents for the above goods manufactured by us.
We also hereby extend our full warranty, CMC as applicable as per the terms of the tende document, read with modification, if any, for the goods and services offered for supply by the above firm against this TE document.
We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorised agent.
We also confirm that the price quoted by our agent shall not exceed the price which we would have quoted directly".
Yours faithfully,
[Signature with date, name and designation]
for and on behalf of Messrs[Name & address of the manufacturers]
[Signature with date, name and designation] for and on behalf of Messrs [Name & address of the bidder]

### Note:

i. This letter of authorisation should be on the letter head of the manufacturing firm

- and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.
- ii. Original letter shall be submitted at the time of signing the contract; scanned copy to be uploaded at the GeM/CPP portal.
- iii. Manufacturer is solely responsible for providing the continuing warranty/CMC service for the approved stipulated period.

# **CONSIGNEE RECEIPT CERTIFICATE**

# (To be given by consignee's authorized representative)

The following store(s) has/have been received in good condition:

1)	P.O No. & date:		
2)	Supplier's Name:		
3)	Consignee's Name & Address with telephone No. & Fax No. :		
		-	
		-	
4)	Name of the items/equipment supplied:		
5)	Quantity of items/equipment Supplied:		
6)	Date of Receipt of items/equipment Consignee:	by	the
7)	Name and designation of Authorized Representative o :	f Co	onsignee
8)	Signature of Authorized Representative of Considate:	gnee	with
9)	Counter Signed by Director/MS/Dean of the Hospital/Institute:	co	ncerned
10)	Seal of the Consignee:		

# **Proprietary Article Certificate**

	Annexure 6: Proprieta (Refer Para		cate				
	Valid for the Currer	nt Financial Year					
File 1	Number and Date Reference						
1	Description of article	CD4 suggests /	on BD FACI count (	14 m			
2	Forecast of quantity/annual requirement	2,70,000					
3	Approximate estimated value for above quantity	B 5,75, 10,00					
4	Maker's name and address	BD Biosciences,	2350 June Drive,				
5	Name(s) of authorised dealers/stockists	N/A	CA 951	31,			
6(a)	out others. Please do confirm (a) by ticking it – without which PAC certificate will be invalid.  This is the only firm who is manufacturing/stocking this item.						
	AND						
6(b)			which could be				
	used in lieu	OR					
6	No other make/brand will be suitable OEM/warranty spares):	for following tangit	le reasons (like				
(0-1)		close extend	fits reagent are n	nach			
6(c)	3						
7	Reference of concurrence of finance wing	to					
	the proposal:						
	ry of PAC purchases of this item for past three y	vears may be given be	low				
	e of the Supplier						
	Order/Tender Quantity Ordered Eference& Date	Basic Rate on Order (Rs.)	Adverse Performance Reported if Any				
0.110	015/28/2017-NACO 1,93,000	213	Ni1				
0	14 /03/2016-NACO 5,25,000	213	Nil				
17/5	14 /03 /2016 - NAG 3,24,000 1/2518 titure of Approving Authority	213	N/Z				
P.110			Das Heat (SAG)				

### **Annexure 6: Proprietary Article Certificate**

(Refer Para 4.6.1)

Valid for the Current Financial Year

valid for the Correll	i ilidiicidi Tedi								
File Number and Date Reference									
1 Description of article	CD4 reagents	for BD PACS O							
2 Forecast of quantity/annual requirement	14,000	V	m						
3 Approximate estimated value for above quantity	B 31,22,00	0							
4 Maker's name and address	BD B'osciences ,	2350 June Drive.	San Jo						
5 Name(s) of authorised dealers/stockists	NIA	45/31 0	BA						
6 I approve the above purchase on PAC basis	I approve the above purchase on PAC basis and certify that: -								
Note-Tick to retain only one out of (b), (c-1) out others. Please do confirm (a) by ticking invalid.									
6(a) This is the only firm who is manufacturing/st AND	tocking this item.	<u></u>							
6(b) A similar article is not manufactured/sold I used in lieu	A similar article is not manufactured/sold by any other firm, which could be								
6 No other make/brand will be suitable fo	r following tangible	e reasons (like							
(c-1) OEM/warranty spares):	OR		]						
BD FACE Calibur CDY machine is a	close system or	dita reggent are	much						
6(c) No other make/brand will be suitable for for was also given in the last procurement cycle, since then to locate more sources):	please also bring o OR		Spec						
7 Reference of concurrence of finance wing to the proposal:									
History of PAC purchases of this item for past three year	ars may be given belo	W							
Name of the Supplier	, ,								
	sic Rate on Order (Rs.)	Adverse Performance Reported if Any							
P.11014/03/2016-NAW 1,81,000 (Proc) 17/5/2019	223	Nil							
P. 11014 /03/2016-NACO 1,16,000	223	Nil							
(Proc.) 6/11/2018									
Date 20 M. 2022 Designation of Officer	Dr. U.B. Chief Medical O National AIDS Cont Ministry of Health 8 New Delhi	fficer (SAG) rol Organization Family Welfare							



### **Annexure 6: Proprietary Article Certificate**

(Refer Para 4.6.1)

Valid for the Current Financial Year

File I	Number and Date R	eterence						
1	Description of artic	cle	CD4 reagents /	or BD FACS Pro	esto CD4 machine			
2	Forecast of quantit	y/annual requiremen	3,50,000 E	ests				
3		nated value for above	Ro 16,47,0	04,750/-				
4	Maker's name and	d address	MIS BD BIOSC	iences 2350 94	me Drive San J			
5	Name(s) of author	ised dealers/stockists		CA 95	131 , USA			
6			pasis and certify that: -	-				
	Note-Tick to retain only one out of (b), (c-1) or (c-2) whichever is applicable and cross out others. Please do confirm (a) by ticking it — without which PAC certificate will be invalid.							
6(a)	This is the only firm	n who is manufacturin	g/stocking this item.					
6(b)	A similar article is used in lieu	not manufactured/se	old by any other firm, OR	which could be				
6 (c-1)								
	BD FACS Prosto CDY machine is a close system and it							
6(c)	BD FACS Presto CDY machine is a Close system and its rue. No other make/brand will be suitable for following intangible reasons (if PAC was also given in the last procurement cycle, please also bring out efforts made since then to locate more sources):  OR							
7	Reference of concu	urrence of finance win	g to					
Histo	ry of PAC purchases of	of this item for past three	years may be given be	low				
	e of the Supplier		, , ,					
R	Order/Tender eference& Date	Quantity Ordered	Basic Rate on Order (Rs.)	Adverse Perform Reported if A				
	1, 21 <sup>St</sup> NOV 2017	2,35,000	439.84	Nil				
MS INACP / CDY	4 (Nedium /BD / 2 nd NOV 2018 4 (Nedium /BD)	4,67,000	428 . 02	428.02 Nil				
MS /NACP/CD	4 ( Med um /BD/ 3, 31st July 2019	5,20,600	470.585	NIL				
Signa	iture of Approving A	Designation of Off	Chief Medical Ch	B. Das al Officer (SAG) control Organization th & Family Welfare elhi-110001				

# PACKET -2

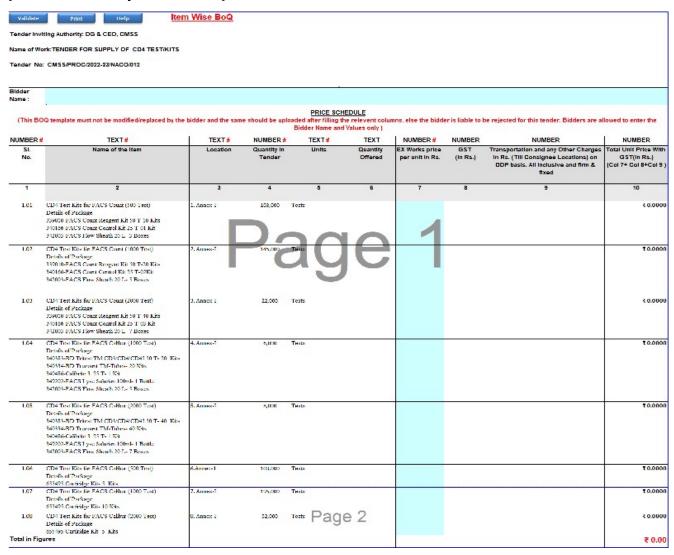
# **PRICE -BID**

# CENTRAL MEDICAL SERVICES SOCIETY NEW DELHI – 110021

# TENDER FOR PROCUREMENT OF CD 4 KITS/ REAGENTS & CONSUMABLES FOR NACO

Schedule of price bid in the form of BOQ\_XXXX.xls uploaded online.

(Below sheet is only for reference)



#### Annexure-XIX

# **Instructions for Online Bid Submission**

The tenderers are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the tenderers in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:

#### REGISTRATION

- 1) Tenderers are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>) by clicking on the link "Online tenderer Enrolment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the tenderers will be required to choose a unique user name and assign a password for their accounts.
- 3) Tenderers are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the tenderers will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/ n- Code/e-Mudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a tenderer .Please note that the tenderer s are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Tenderer then logs into the site through the secured log-in by entering their user ID /password and the password of the DSC /e-Token.

# **SEARCHING FOR TENDER DOCUMENTS**

1) There are various search options built in the CPP Portal, to facilitate tenderers to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the tenderers may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other

keywords etc. to search for a tender published on the CPP Portal.

- 2) Once the tenderers have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the tenderers through SMS /e-mail in case there is any corrigendum issued to the tender document.
- 3) The tenderer should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

#### PREPARATION OF BIDS

- 1) Tenderer should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents-including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Tenderer, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLS/RAR/DWF/JPG formats. Bid documents may be scanned with100dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the tenderers. Tenderer scan use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents maybe directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

# **SUBMISSION OF BIDS**

- 1) Tenderer should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Tenderer will be responsible for any delay due to other issues.
- 2) The tenderer has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Tenderer has to select the payment option as "offline" to pay the tender fee/ EMD as applicable and enter details of the instrument.
- 4) Tenderer should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

- 5) Tenderers are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the tenderers. Tenderers are required to download the BoQ file, open it and complete the white coloured (unprotected)cells with their respective financial quotes and other details (such as name of the tenderer ). No other cells should be changed. Once the details have been completed, the tenderer should save it and submit it online, without changing the file name. If the BoQ file is found to be modified by the tenderer , the bid will be rejected.
- 6) The server time (which is displayed on the tenderers' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the tenderers, opening of bids etc. The tenderers should follow this time during bid submission.
- 7) All the documents being submitted by the tenderers would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to a symmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid withal other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### ASSISTANCE TO TENDERERS

1)	Any queries relating to the tender document and the terms and conditions contained there in
	should be addressed to the Tender Inviting Authority for a tender or the relevant contact
	person indicated in the tender.

2)	Any	queries relating to the process of online bid submission or queries relating to CPP
	Porta	al in general may be directed to the 24x7 CPP Portal Helpdesk Ph.:0120-4200462, 0120-
	4001	.002.Mobile: 91 8826246593

......

CD4 tests/ kits required for Year' 2022-23 for BD FACS Count

		ed for Year' 2022-23 for BI										1							
Sr. no.	State	ART SITE	Round off		Pack size (500)		Pack size (2000)	Sch II (135 165 days)		Pack size (1000)	Pack size (2000)	Sch III (225-255 days)		Pack size (1000)	(2000)	Sch IV(315- 345 days)	(500)	Pack size (1000)	Pack size (2000)
1	Andhra	Medical College, Ongole,	500	0	0	0	0	500	1	. 0	0	0	0	0	0	0	0	0	0
	Pradesh	Markapur	2500	4000				1000			-	1000							
2	Andhra Pradesh	District Hospital, Rajamundry, E.Godawari	3500	1000	0	1	0	1000	O	1	. 0	1000	0	1	0	500	1	0	0
3	Andhra Pradesh	District Hospital, Machilipatnam, Krishna	6000	1500	1	1	0	1500	1	. 1	. 0	1500	1	1	O	1500	1	1	0
4	Andhra Pradesh	RIMS Kadapa	3000	0	0	0	0	500	1	. 0	0	1000	0	1	0	1500	1	1	0
5	Andhra Pradesh	Amalapuram	500	0	0	0	0	0	0	0	0	0	0	0	0	500	1	0	0
6	Maharash	Bajaj, Pimpri, Pune	500	0	0	0	0	0	0	0	0	0	0	0	0	500	1	0	0
7		Godrej Hospital, Vikhroli	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8	tra Maharash	Amravati	500	0	0	0	0	0	C	0	0	0	0	0	0	500	1	0	0
9	tra Maharash	Nandurbar	500	0	0	0	0	0	0	0	0	0	0	0	0	500	1	0	0
10	tra Maharash	Osmanabad	1000	0	0	0	0	500	1	. 0	0	0	0	0	0	500	1	0	0
11	tra Maharash	Vashi, Navi Mumabi	1000	0	0	0	0	0	0	0	0 0	500	1	0	0	500	1	0	0
12	tra Maharash	District Hospital	4000	0	0	0	0	500	1	. 0	0 0	1000	0	1	0	2500	1	0	1
		Ahmednagar																	
13		District Hospital Jalgaon	1000	0	0	0	0	0	0	0	0	500	1	0	0	500	1	0	0
14		District Hospital Ratnagiri	500	0	0	0	0	0	O	0	0	0	0	0	0	500	1	0	0
15		Satara District Hospital	6000	1000	0	1	0	1500	1	. 1	. 0	2000	0	0	1	1500	1	1	0
16		District Hospital Wardha	500	0	0	0	0	0	0	0	0	0	0	0	0	500	1	0	0
17		District Hospital Parbhani	1000	0	0	0	0	500	1	. 0	0	0	0	0	0	500	1	0	0
18	Maharash	Medical College	1000	0	0	0	0	500	1	. 0	0	0	0	0	0	500	1	0	0
19	II .	Ambejogai District Hospital	4500	1500	1	1	0	1000	0	1	. 0	1000	0	1	0	1000	0	1	0
20		Bhandara DH Buldhana	2000	500	1	0	0	500	1	. 0	0	500	1	0	0	500	1	0	0
21	tra Maharash	DH Hingoli	1500	0	0	0	0	500	1	. 0	0	500	1	0	0	500	1	0	0
	tra																		
	tra	District Hospital Jalna	1000	0	0	0	0	500	1	. 0	0	500	1	0	0	0	0	0	0
23	Maharash tra	ART Beed Since Oct'15	1000	0	0	0	0	500	1	. 0	0	0	0	0	0	500	1	0	0

24	Maharash	,	500	0	0	0	0	0	0	0	0	0	0	0	0	500	1	0	0
	tra	Aprl'16																	
25	Maharash tra	SDH pandharpur, Solapur Since Aprl'16	500	0	0	0	0	0	0	0	0	0	0	0	0	500	1	0	0
26	Maharash	Savitribai Phule Corp.	1000	0	0	0	0	0	0	0	0	1000	0	1	0	0	0	0	0
	tra	Hospital, Kolhapur Since																	
		Aprl'16																	
27	Maharash	SDH, Karad, Satara Since	500	0	0	0	0	0	0	0	0	0	0	0	0	500	1	0	0
	tra	Aprl'16																	
28	Maharash	Ulhasnagar Central	1000	0	0	0	0	500	1	0	0	0	0	0	0	500	1	0	0
	tra	Hospital Thane Since																	
		Aprl'16																	
29	Manipur	District Hospital,	1000	0	0	0	0	0	0	0	0	500	1	0	0	500	1	0	0
		Churachandpur																	
30	Manipur	District Hospital , Ukhrul	1500	500	1	0	0	0	0	0	0	500	1	0	0	500	1	0	0
31	Manipur	RIMS, Imphal	500	0	0	0	0	0	0	0	0	500	1	0	0	0	0	0	0
32	Nagaland	Naga District Hospital,	1500	500	1	0	0	0	0	0	0	500	1	0	0	500	1	0	0
		Kohima																	
33	Nagaland	Civil Hospital, Tuensang	500	0	0	0	0	0	0	0	0	0	0	0	0	500	1	0	0
34	Nagaland	Mokokchung	1000	500	1	0	0	0	0	0	0	500	1	0	0	0	0	0	0
35	Tamil	Medical College,	1500	0	0	0	0	500	1	0	0	500	1	0	0	500	1	0	0
	Nadu	Kanyakumari																	
36	Tamil	Govt. Dist. Head Qtrs	3000	0	0	0	0	500	1	0	0	1500	1	1	0	1000	0	1	0
	Nadu	Hospital, Virudhunagar																	
37	Tamil	Govt.District Headquarter	2000	0	0	0	0	500	1	0	0	500	1	0	0	1000	0	1	0
	Nadu	Hospital Thiruvallur																	
38	Tamil	Vellore Hospital	2500	0	0	0	0	0	0	0	0	1000	0	1	0	1500	1	1	0
	Nadu	·																	
39	Tamil	Govt.District Headquarter	4000	0	0	0	0	500	1	0	0	1500	1	1	0	2000	0	0	1
	Nadu	Hospital																	
		Thiruvannamalai																	
40	Tamil	Govt. Head Quarters	500	0	0	0	0	0	0	0	0	0	0	0	0	500	1	0	0
	Nadu	Hospital, Perambalur																	
41	Tamil		2000	0	0	0	0	500	1	0	0	1000	0	1	0	500	1	0	0
	Nadu	Hospital, Sivagangi																	
42	Tamil		500	0	0	0	0	0	0	0	0	0	0	0	0	500	1	0	0
	Nadu	College, Chengalpattu																	
43	Tamil		500	0	0	0	0	0	0	0	0	0	0	0	0	500	1	0	0
	Nadu	Hospital, Thiruvarur																	
44	Tamil	Govt Head Quarters	2000	500	1	0	0	500	1	0	0	0	0	0	0	1000	0	1	0
	Nadu	Hospital																	
		Ramanathapuram																	
45	Tamil	Govt. Head Quarters	1000	0	0	0	0	500	1	0	0	500	1	0	0	0	0	0	0
	Nadu	Hospital, Nagapattinam																	
		, , 3.,																	
46	Telangana	AP Chest Hospital,	1000	0	0	0	0	500	1	0	0	0	0	0	0	500	1	0	0
		Hyderabad							_		Ů								
47			4500	1000	0	1	0	1500	1	1	0	1000	0	1	0	1000	0	1	0

48	Karnataka	Mandya	7000	1500	1	1	0	2000	0	0	1	1500	1	1	0	2000	0	0	1
49	Karnataka	Gadag	6000	1500	1	1	0	1500	1	1	0	1500	1	1	0	1500	1	1	0
50	Karnataka	District Hospital Bidar	3500	1000	0	1	0	500	1	0	0	1000	0	1	0	1000	0	1	0
51	Karnataka	DH Karwar	500	0	0	0	0	0	0	0	0	0	0	0	0	500	1	0	0
52	Karnataka	DH Gulbarga	500	0	0	0	0	0	0	0	0	0	0	0	0	500	1	0	0
53	Karnataka	DH Chitradurga	4000	1000	0	1	0	1000	0	1	0	1000	0	1	0	1000	0	1	0
54	Karnataka	Asha Kirana Hospital Since Apr'16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
55	Delhi	NCDC, Delhi	4000	1000	0	1	0	1000	0	1	0	1000	0	1	o	1000	0	1	0
56	Chattisgar h	Jagdalpur	1500	500	1	0	0	500	1	0	0	0	0	0	0	500	1	0	0
57	Chattisgar h	Bilaspur	6000	2000	0	0	1	1000	0	1	0	2000	0	0	1	1000	0	1	0
58	Gujarat	GG Hospital, Medical College, Jamnagar	1500	500	1	0	0	500	1	0	0	500	1	0	0	0	0	0	0
59	Gujarat	Surendranagar	3500	1000	0	1	0	1000	0	1	0	500	1	0	0	1000	0	1	0
60	Himachal Pradesh	IGMC, Shimla	1000	500	1	0	0	0	0	0	0	500	1	0	0	0	0	0	0
61	Himachal Pradesh	Hamirpur	2000	500	1	0	0	500	1	0	0	500	1	0	0	500	1	0	0
62	Kerala	Med College, Kottayam	1000	0	0	0	0	500	1	0	0	500	1	0	0	0	0	0	0
63	Madhya Pradesh	Gardi Medical College, Ujjain	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
64	Madhya Pradesh	Rewa	2000	500	1	0	0	500	1	0	0	500	1	0	0	500	1	0	0
65	Orrisa	DHH Koraput(BILT)	1000	0	0	0	0	500	1	0	0	0	0	0	0	500	1	0	0
66	Orissa	SCB Medical College, Cuttack	5000	1500	1	1	0	1000	0	1	0	1500	1	1	0	1000	0	1	0
67	Orissa	Berhampur since Oct'14	2500	0	0	0	0		0	1	0	1000	0	1	0	500	1	0	0
68	Rajasthan	Medical College, Kota	4000	1500	1	1	0		0	1	0	500	1	0	0	1000	0	1	0
69	West Bengal	Malda	5000	2000	0	0	1	1000	0	1	0	1000	0	1	0	1000	0	1	0
70	a		3500	1000	0		0		0		0	500	1	0		1000			0
71		Hazaribagh	1000	0	0	0	0		1	0	0		0			500		0	0
72	Tripura		1500	500	1	0	0	500	1	0	0		0	0	0	500	1	0	0
73	Assam	Guwahati	2000	0	0	0	0	0	0	0	0	1000	0	1	0	1000	0	1	0
74	Andhra Pradesh	Narasaropet	4500	1500	1	1	0	1500	1	1	0		0	1	0	500	1	0	0
75	Andhra Pradesh	Kakinada	1000	500	1	0	0	0	0	0	0	0	0	0	0	500	1	0	0

76		Tadepalligudem	2500	0	0	0	0	1500	1	1	0	1000	0	1	0	0	0	0	0
77	Pradesh Andhra	Ongole	2000	0	0	0	0	1000	0	1	0	1000	0	1	0	0	0	0	0
	Pradesh																		
78	Bihar	Madhubani	500	0	0				0	0			0	0	0	500	1	0	_
79	Bihar	Katihar	2000	500	1	0			1	0	0		1	0	0	500	1	0	0
80		Gaya	3500	1000	0		0		0	1	0		1	0	0	1000	0	1	0
81	Chattisgar h	Durg	5500	2500	1	0	1	1000	0	1	0	1000	0	1	0	1000	0	1	0
82	Chattisgar h	Raipur	5500	1000	0	1	0	1500	1	1	0	1500	1	1	0	1500	1	1	0
83	Gujarat	Bhavnagar	4500	1000	0	1	0	1500	1	1	0	1000	0	1	0	1000	0	1	0
84	Gujarat	Himmatnagar (Sabarkantha)	5000	2000	0	0	1	1000	0	1	0	1000	0	1	0	1000	0	1	0
85	Gujarat	Panchmehal, Godhra	3500	1000	0	1	0	500	1	0	0	1000	0	1	0	1000	0	1	0
86	Gujarat	Junagadh	4500	1000	0	1	0	1000	0	1	0	1500	1	1	0	1000	0	1	0
87		Bhuj	5000	1500	1	1	0	1500	1	1	0	1000	0	1	0	1000	0	1	0
88		Navsari	2500	1000	0	1	0	500	1	0	0	500	1	0	0	500	1	0	0
89	Orissa	Balangir	1500	1000	0	1	0	0	0	0	0	500	1	0	0	0	0	0	0
90	Orissa	Balasore	1000	0	0	0	0	500	1	0	0	500	1	0	0	0	0	0	0
91	Orissa	RGH, Rourkela, Sundergarh	500	0	0	0	0	0	0	0	0	500	1	0	0	0	0	0	0
92	Madhya Pradesh	Mandsaur	2500	500	1	0	0	1000	0	1	0	500	1	0	0	500	1	0	0
93		Gwalior	2500	1000	0	1	0	500	1	0	0	500	1	0	0	500	1	0	0
94	Madhya Pradesh	Khandwa	1000	500	1	0	0	0	0	0	0	0	0	0	0	500	1	0	0
95		Sagar	2000	500	1	0	0	500	1	0	0	500	1	0	0	500	1	0	0
96		Nilgiris (Ooty)	500	0	0	0	0	0	0	0	0	500	1	0	0	0	0	0	0
97	Tamil	Pudukottai	2500	0	0	0	0	1000	0	1	0	1000	0	1	0	500	1	0	0
98	Nadu Haryana	Rohtak	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
99	<u> </u>	Belgaum / Belagavi	1500	0	0				0	1	0		0	0	0	500	1	0	_
				-										, and the second					
100	Karnataka		1000	0	0	0	0	500	1	0	0	0	0	0	0	500	1	0	0
101	Jharkhand	Dhanbad	1500	500	1	0	0	500	1	0	0	500	1	0	0	0	0	0	0
102	Telangana	Bhadrachalam	1500	1000	0	1	0	0	0	0	0	500	1	0	0	0	0	0	0
103	Telangana	Ramagundam	1000	0	0	0	0	500	1	0	0	0	0	0	0	500	1	0	0
104		GGH Gandhi, Secundrabad	3000	0	0	0	0	1500	1	1	0	1000	0	1	0	500	1	0	0
105	Rajasthan		1000	0	0	0	0	500	1	0	0	0	0	0	0	500	1	0	0
106	Rajasthan	Alwar	5000	1500	1	1	0	1000	0	1	0	1500	1	1	0	1000	0	1	0
107	Rajasthan	Barmer	2000	500	1	0	0	500	1	0	0	1000	0	1	0	0	0	0	0
L	L		1																

108	Rajasthan	Sikar	5500	1500	1	1	0	1000	0	1	0	1500	1	1	0	1500	1	1	0
109	Punjab	Ludhiana	5000	1000	0	1	0	1500	1	1	0	1000	0	1	0	1500	1	1	0
110	Punjab	Bathinda	6000	2000	0	0	1	1500	1	1	0	1000	0	1	0	1500	1	1	0
111	Kerala	Trivandrum	2500	1000	0	1	0	500	1	0	0	1000	0	1	0	0	0	0	0
112	Kerala	Thrissur	1500	500	1	0	0	0	0	0	0	1000	0	1	0	0	0	0	0
113	Kerala	Palakkad	2000	1000	0	1	0	500	1	0	0	500	1	0	0	0	0	0	0
114	Maharash tra	Kolhapur	1000	0	0	0	0	500	1	0	0	0	0	0	0	500	1	0	0
115	Maharash tra	Solapur	3000	0	0	0	0	1000	0	1	0	1000	0	1	0	1000	0	1	0
116	Maharash tra	Thane	1500	500	1	0	0	0	0	0	0	500	1	0	0	500	1	0	0
117	Maharash tra	GH Chandrapur	3000	500	1	0	0	1000	0	1	0	1000	0	1	0	500	1	0	0
118	Maharash tra	Washim	1000	0	0	0	0	0	0	0	0	500	1	0	0	500	1	0	0
119	West Bengal	Islampur, Dinajpur	2000	1000	0	1	0	0	0	0	0	1000	0	1	0	0	0	0	0
120	Uttar Pradesh	Jhansi	2000	1000	0	1	0	0	0	0	0	1000	0	1	0	0	0	0	0
121	Uttar Pradesh	Kanpur	1500	500	1	0	0	500	1	0	0	0	0	0	0	500	1	0	0
122	Uttar Pradesh	Unchahar	1000	0	0	0	0	500	1	0	0	0	0	0	0	500	1	0	0
123	Uttar Pradesh	Agra	3000	500	1	0	0	500	1	0	0	1000	0	1	0	1000	0	1	0
		Total	270000	59000	34	32	5	65500	57	35	1	71000	46	44	2	74500	69	34	3

#### CD4 tests/ kits required for Year' 2022-23 for BD FACS Calibur

STATE	ART SITE	Round off	Sch 1 (0-	Pack size	Pack size	Pack size	Sch II (135-	Pack size	Pack size	Pack size	Sch III	Pack size	Pack size	Pack size	Sch IV(315	Pack size	Pack size	Pack size
			75 Days)	(1000)	(2000)	(4000)	165 days)	(1000)	(2000)	(4000)	(225-255	(1000)	(2000)	(4000)	345 days)	(1000)	(2000)	(4000)
											days)							
Andhra	RDT Hospital,																	
Pradesh	Bathalapalli	2000	0	0	0	0	0	0	0	0	1000	1	0	0	1000	1	0	0
Karnataka	Victoria Hospital	3000	1000	1	0	0	1000	1	0	0	0	0	0	0	1000	1	0	0
	St John's Hospital,																	
Karnataka	Bangalore	9000	3000	1	1	0	2000	0	1	0	2000	0	1	0	2000	0	1	0
		14000	4000	2	1	0	3000	1	1	0	3000	1	1	0	4000	2	1	0

								BD FAC	S Presto C	D4 tests	/kits inde	ent (2022	-23)										
Sr no.	State	ART Center		Sch 1 (0-75 days )	Pack size (200)	Pack size (500)	Pack size (1000)	Pack size (2000)	Sch II (135-165 days)	Pack size (200)	Pack size (500)	Pack size (1000)	Pack size (2000)	Sch III (225-255 days)	Pack size (200)	Pack size (500)	Pack size (1000)	Pack size (2000)	Sch IV(315- 345 days)	Pack size (200)	Pack size (500)	Pack size (1000)	Pack size (2000)
1	Andhra Pradesh	Chittoor	3000	1000	0 0	0	1	0	500		) 1	. 0	(		) (	0	1			0	:	1 (	,
	Andhra Pradesh	Guntur	2500	1000			1		500		1								500	_		_	
3	Andhra Pradesh	Produtur	5500	1500			1		1000		0										-	_	L
	Andhra Pradesh	IDH-Guntur	3000				0	-	1000		0 0								1000			) :	1
	Andhra Pradesh Andhra Pradesh	Chest-Vizag OGGH Vijayawada	3000 8000	2000			0		1000 2000										1000	0	-		
7	Andhra Pradesh	AH Bhimavaram	2500	1000			1		500		) 1		-							<b>-</b>	-		
8	Andhra Pradesh	AH Chirala	1500				0	-	500		) 1	. 0							0		1		
	Andhra Pradesh	AH Gudur	1000	500			0	0	0		0	0							0	0	+		
10	Andhra Pradesh	DH Nandyal	1000	500	0	1	0	0	0	C	0	0	(	500	) (	1	0	) (	0	0	(	) (	)
11	Andhra Pradesh	Madanapalli	4000	1500			1		1000		0	_											
12	Andhra Pradesh	Narsipatnam	3000				1	0	500		1	. 0						1	500				
13	Andhra Pradesh	Tuni	2000	500 2000			0	-	500		1	. 0	(						2000				-
14 15	Bihar Bihar	SH, Chapra Gopalganj	7500 5000	1500			1		1500 1000		0 1	1							1000			_	1 1
16	Bihar	SH, Hajipur	5000				1		1000		0 0	1							1000			_	
17	Bihar	SH, Motihari	5000	1500			1		1000		0 0	1											
18	Bihar	SH, Samastipur	3500				1		1000			1						+	500			1 (	j
19	Bihar	SH, Sitamarhi	2000	1000			1	0	0	С	0	0	(					+	0		<del> </del>	) (	D
20	Delhi	Dr. RML Hospital	5000	1500			1		1000		0	1							1500		-	_	l I
	Delhi	Dr. BSA Hospital, Delhi	5000	1500			1	0	1000		0	1	(						1000				1
	Delhi	GTB Hospital, Delhi	2000				0		500		1	. 0							0		-	_	
23	Delhi	DDU Hospital ND.	4000	1500			1	0	1000	<del>                                     </del>	0	1	(								-	1 (	)
24	Gujarat	ART Center , V.S. Hospital, Ahmedabad	7000	2000	0	0	0	1	1500	C	) 1	. 1		2000		0	C	) 1	1500	0		1	
25	Gujarat	ART CENTRE GENERAL HOSPITAL BHARUCH	3000	1000	0	0	1	0	500	C	1	. 0	(	1000	0 0	0	1		500	0	:	1 (	
26	Gujarat	ART CENTER GANDHINAGAR	3000	1000	0	0	1	0	1000	C	0	1	(	500	0 0	1	C	) (	500	0		1 (	
27	Gujarat	art center ,nadiad	9000	3000	0	0	1	1	2000	C	0	0	1	2000	) (	0	0	) 1	2000	0	(	) (	j
28	Gujarat	GMERS Medical College & Hospital Dharpur,Patan	3500	1000	0	0	1	0	1000	C	0	1		1000		0	1		500	0	:	1 (	
29	Gujarat	SMIMER HOSPITAL SURAT	6000	2000	0	0	0	1	1000	С	0	1	(	2000	0	0	С	) 1	1000	0	(	) :	
30	Gujarat	ART CENTRE VALSAD	4000	2000	0	0	0	1	1000	C	0	1	(	500	0 0	1	C	) (	500	0	:	1 (	
	Jharkhand	Giridih	1500	1000			1	0	0		0	_	(						0				J
32	Karnataka	Athani	4500	1500			1		1000		0	+											1
33	Karnataka	Chikballapura	6000				0		1000		0	_	(						1500			_	1
34 35	Karnataka	Dharwad	1500	1500	_		1		1000		0 0	_	(						1000	_			)
36	Karnataka Karnataka	Gangavathi Gokak	4000 4000	1500 2000			0		1000 1000		0 0	_							1000				0
37	Karnataka	Hospet	4500				1		1000		0 0	_						+			-		
38	Karnataka	Hungund, Bgl Dist	3000	2000			0		0		0	_							0 0				
39	Karnataka	Indi	2000	1000			1	0	500		) 1	. 0						1	500		-		-
40	Karnataka	Jamakandi	1000	C	0	0	0		500	C	) 1	. 0							500	0		_	)
41	Karnataka	K C General	4000	1000			1	0	1000		0	1	(						1000				
42	Karnataka	K R Hosp, Mysore	1500	1000			1		0		0	0	(					+	0	_			)
43	Kerala	Calicut/ Kozikode ( relocate from Koppal)	4000	2000	0	0	0	1	1000	С	0	1	(			0	C		1000	0		0 1	
44	Karnataka	Lingasagur	4000	1500	0 0	1	1	0	1000	C	0	1	(	500		1	0	) (	1000	0		) :	L
	Karnataka	Muddebihal	2000						0		0			1000								) (	
46	Karnataka	Mudhol	4500	1500	0	1	1	0	1000		0		(	1000	) (	0	1	. (			(	) :	l I
	Karnataka	Raibagh	4000				1		1000		0											) :	
	Karnataka	Ramanagara	500		-		0		0		0											_	) (
49	Karnataka	Saudatti	2000	500			0		500		) 1												0
	Karnataka	Sindagi	1000				0		500		) 1												
	Karnataka Karnataka	Sindanur Yadgir	3500 4000			_	0		1000 1000		0 0										-	1 (	)
53	Maharashtra	SDH Vaijapur, Aurangabad	1000				0		500		) 1	-											
54	Maharashtra	Rural Health Unit, Paithan	1000	500	0	1	0	0	0	C	0	0	(	500	0	1	C	) (	0	0	(	) (	

rr.	Maharahtra	Candia CII	1000	٥	٥		1 0	,	500		1 0	0	500	ما	1	م ا		0	0	م ا ه
55 56	Maharashtra Maharashtra	Gondia CH SDH Gadhinglaj,	1000 1500	0	0	0	0 0		500 1000	0	0 1	0	500	0		0 0		0	1	
56	ivianarasntra		1500	٥	٥	١	ں ار	'	1000	١	비	U	ا	۷	١	ا ا	500	U	1	0 0
57	Maharashtra	Kolhapur Ichalkaranji IGMH,	1000	0	0	0	0 0		500	0	1 0	0	0	0	0	0 0	500	0	1	0 0
		Kolhapur																		
58	Maharashtra	SDH Malegaon	1000	0	0	0	0 0	)	500	0	1 0	0	500	0		0 0	0	0		
59	Maharashtra	SDH Baramati, Pune	1000	0	0	0	0	)	500	0	1 0	0	500	0	1	0 0	0	0	0	0 0
60	Maharashtra	BSRC Hospital, Yerwada	500	0	0	0	0	)	0	0	0 0	0	500	0	1	0 0	0	0	0	0 0
61	Maharashtra	District Hospital,	500	0	0	0	0 0	)	0	0	0 0	0	500	0	1	0 0	0	0	0	0 0
		Aundh																		
62	Maharashtra	Raigad DH	0	0	0	0	0 0		0	-	0 0	0	0	0		0 0		0	0	
63	Maharashtra	PVPG Singli	3000	1500	0		1 0	_	500		1 0	0		0		1 0		0	0	
64	Maharashtra	Miraj GMC,Sangli	3500	1000	0	-	1 0		1000		0 1	0		0		0 0		0	0	
65	Maharashtra	SDH Islampur, Sangli	2000	1000	0	0	1 0	)	500	0	1 0	0	0	0		0 0	500	0	1	
66	Maharashtra	RH Barshi , Solapur	1000	0	0	0	0 0	)	500	0	1 0	0	500	0		0 0		0		
67	Maharashtra	Kalwa CSMH, Thane	2000	0	0	0	0		1000	0	0 1	0	0	0	0	0 0	1000	0	0	1 0
68	Maharashtra	Bhiwandi IGM, Thane	2500	1000	0	0	1 0	)	500	0	1 0	0	500	0	1	0 0	500	0	1	0 0
69	Maharashtra	Corporation Hospital,	2500	1000	0	0	1 0		500	0	1 0	0	500	0	1	0 0	500	0	1	0 0
		Bhayander																		
70	Maharashtra	Yavatmal GMC	1000	0	0	0	0 0	)	500	0	1 0	0	0	0	0	0 0	500	0	1	0 0
71	Maharashtra	SDH Pusad, Yavatmal	1000	500	0	1	0	)	0	0	0 0	0	500	0	1	0 0		0	0	0 0
72	Mumbai	Shatabdi Govandi	2000	1000	0	0	1 0		500	0	1 0	0	0	0	0	0 0	500	0	1	0 0
73	Mumbai	ART Center Siddharth ART Center	4000	1500	0	1	1 0		1000	0	0 1	0	1000	0	0	1 0	500	0	1	0 0
74	Mumbai	M T Agarwal ART	2500	1000	0	0	1 0	)	500	0	1 0	0	500	0	1	0 0	500	0	1	0 0
75	NA	Center	2000	4000	-				4000				4000			4				
	Mumbai	BDBA ART Center	3000	1000	0	0	1 0	1	1000	-	0 1	0	1000	0	0	1 0		0	0	
76	Mumbai	Rajawadi ART Center	1500	0	0		0		500	0			1000		1	1 0		0		
77	Nagaland	ART + C, NHA Kohima	500	0	0	0	0	)	0		0 0	0	500	0		0 0		0	0	
78	Odisha	Capital Hospital, Bhubaneswar	2500	0	0	0	0	)	1000	0	0 1	0	500	0	1	0 0	1000	0	0	1 0
	Punjab	Hoshiarpur	1000	0	0		0 0		500	0	1 0	0		0		0 0		0		
80	Punjab	Ferozpur	4000	1500	0	1	1 0	)	1000	0	0 1	0		0		0 0	1000	0		
81	Punjab	Tarn Taran	4500	2000	0	0	1		1000	0	0 1	0	500	0		0 0	1000	0	0	
82	Rajasthan	Bhilwara	2000	0	0	0	0	)	1000	0	0 1			0		0 0	1000	0		
	Rajasthan	Dungarpur	1500	1000	0	-	1 0		0		0 0	0		0		0 0		0		
84	Rajasthan	Jalore	2000	1000	0	-	1 0		500		1 0			0		0 0		0		
85	Rajasthan	Jodhpur	4000	1500	0	1			1000		0 1	0		0		0 0		0		
86	Rajasthan	Pali	5000	2000	0	-	) 1		1000		0 1			0		1 0		0		
87	Tamil Nadu	ART, Coimbatore Medical College	500	0	0	0	0	)	500	0	1 0	0	0	0	0	0 0		0	0	0 0
88	Tamil Nadu	ART, Salem Medical College	1000	0	0	0	0		500	0	1 0	0	0	0	0	0 0	500	0	1	0 0
89	Tamil Nadu	ART, Kilpauk Medical College, Chennai	2500	1000	0	0	1 0		500	0	1 0	0	500	0	1	0 0	500	0	1	0 0
90	Tamil Nadu	ART, Stanley Medical College, Chennai	1000	0	0	0	0		500	0	1 0	0	0	0	0	0 0	500	0	1	0 0
91	Tamil Nadu	ART,Tirupur District Head Qrtrs Hospital	1000	0	0	0	0 0		500	0	1 0	0	500	0	1	0 0	0	0	0	0 0
92	Tamil Nadu	ART, Attur GH, Salem District	1000	0	0	0	0		500	0	1 0	0	0	0	0	0 0	500	0	1	0 0
93	Tamil Nadu	ART, Thiruchengodu , Namakkal District	1000	500	0	1	0 0		0	0	0 0	0	500	0	1	0 0	0	0	0	0 0
94	Tamil Nadu	Tirupattur District Head Qrtrs Hospital, Vellore District	6000	2000	0	0	0 1	L	1500	0	1 1	0	1500	0	1	1 0	1000	0	0	1 0

95 Ta	amil Nadu	Kallakurichi District	2000						1000					500				500				
		Head Qrtrs Hospital,																				
		Villupuram District																				
- 1		Vinaparani District																				
96 Ta	amil Nadu	Hosur GH, Krishnagiri	1500	0	0	0	0	0	500	0	1	0	0	500	0	1	0 0	500	0	) 1	0	0
		District																				
97 Ta	amil Nadu	Virudhachalam GH,	1000	0	0	0	0	0	500	0	1	0	0	0	0	0	0 0	500	0	) 1	0	0
		Cuddalore District																				
98 Ta	amil Nadu	Omalur GH, Salem	2500	1500	0	1	1	0	500	0	1	0	0	0	0	0	0 0	500	0	1	0	0
		District																				
99 Te	elangana	King Koti	3000	1500	0	1	1	0	500	0	1	0	0	1000	0	0	1 0	0	0	0	0	0
100 Te	elangana	Niloufer	2000	1000	0	0	1	0	500	0	1	0	0	500	0	_	0 0		0	0	0	0
101 Te	elangana	AH Kama Reddy	2000	1000	0	0	1	0	500	0	1	0	0	0	0	0	0 0	500	0	1	0	0
102 Te	elangana	AH Jagityal	2500	1000	0	0	1	0	1000	0	0	1	0	0	0	0	0 0		0	1	0	0
103 Te	elangana	Suryapet	3500	1500	0	1	1	0	1000	0	0	1	0	500	0	1	0 0	500	0	1	0	0
104 Ut	Ittarpradesh	DH AZAMGARH	5000	2000	0	0	0	1	1000	0	0	1	0	1000	0		1 0	1000	0	0	1	. 0
	Ittarpradesh	Basti	3500	1000	0	0	1	0	500	0	1	0	0	1000	0		1 0	1000	0	,	1	. 0
106 Ut	Ittarpradesh	IMS BHU VARANASI	2000	0	0	0	0	0	1000	0	0	1	0	0	0	0	0 0	1000	0	0	1	. 0
$\perp$																						4
	Ittarpradesh	DH DEORIA	5000	1000	0	0	1	0	1000	0	0	1	0	1500	0	1	1 0	1500	0		1	0
	Ittarpradesh	FAIZABAD	3000	1000	0	0		0	500	0	1	0	0	1000	0		1 0	500	0		0	-
		DH Gonda	1000	0	0	0	0	0	500	0	1	0	0	0	0		0 0		0		0	-
-	Ittarpradesh	DH Jaunpur	4000	1000	0	0	1	0	1000	0	0	1	0	1000	0	-	1 0	1000	0		1	-
	Ittarpradesh	DH KUSHINAGAR	1500	1000	0	0		0	0	0	0	0	0	500	0		0 0	0	0	-	0	0
112 Ut	Ittarpradesh	LLRM Medical	2000	0	0	0	0	0	1000	0	0	1	0	0	0	0	0 0	1000	0	0	1	0
$-\!\!+$		College																				
-	Ittarpradesh	Mau	3000	1000	0	0	1	0	500	0	1	0	0	1000	0	0	1 0	500	0		0	,
	Ittarpradesh	Moradabad	4000	1500	0	1	1	0	1000	0	0	1	0	1000	0	-	1 0		0		0	
115 Ut	Ittarpradesh	PDDU HOSPITAL	2500	1000	0	0	1	0	500	0	1	0	0	0	0	0	0 0	1000	0	0	1	. 0
		VARANASI					0		===									===				
		DH PRATAPGARH	1000	0	0	0		0	500	0	1	0	0	0	0		0 0	500	0	_	0	, ,
117 Ut	Ittarpradesh	DH SIDDHART NAGAR	1500	0	٥	0	0	ا	1000	0	٥	1	U	0	۷	0	9 0	500	0	'  1	U	0
118 W	Vest Bengal	ARTC, S.S.K.M.	4500	1500	0	1	1	0	1000	0	0	1	0	1000	0	0	1 0	1000	0	0 0	1	
118 N	vest Berigai		4500	1500	۷	1	1	١	1000	۷	۷	1	٥	1000	۷	ď	1 0	1000	U	,	1	0
110 \	Vest Bengal	Hospital ARTC, STM	500	0	0	0	0	0	0	0	0	0	0	500	0	1	0 0	0	0	0	0	0
	Vest Bengal	ARTC, M.R.Bangur	5500	2000	0	0	0	1	1500	0	1	1	0	1000	0	0	1 0	1000	0	-	1	1 0
120   **	vest beligal	Hospital	3300	2000	٩	٥	U	1	1300	٩	-1	1	٩	1000	٩	1	1 "	1000	U	ή "	1	"
121 W	Vest Bengal	RPAC, MC&H	4500	1000	0	0	1	0	1000	0	0	1	0	1000	0	0	1 0	1500	0	1	1	0
	Vest Bengal	North Bengal Medical	500	0.00	0	0	0	0	0	0	0	0	0	500	0	1	0 0	0	0	+	0	0
	vest benga.	College & Hospital	300	Ĭ	Ĭ	Ĭ	ŭ		Ĭ	ĭ	Ĭ	۱	Ĭ	500	ĭ	1	1		·	´	ŭ	Ĭ
		conege a riospital																				
123 W	Vest Bengal	Ghatal ART Centre,	1000	500	0	1	0	0	0	0	0	0	0	500	0	1	0 0	0	0	0	0	0
123   111	vest benga.	Ghatal S.D. Hospital,	1000	500	Ĭ	-	ŭ		Ĭ	ĭ	Ĭ	۱	Ĭ	500	ĭ	1	1		·	<u> </u>	ŭ	Ĭ
		Ghatal Paschim																				
		Medinipur																				
124 W	Vest Bengal	ARTC,Chinsurah .D.H.	1000	0	0	0	0	0	500	0	1	0	0	500	0	1	0 0	0	0	0	0	0
	· ·																					
125 W	Vest Bengal	Nort 24 parganas	4000	1500	0	1	1	0	1000	0	0	1	0	500	0	1	0 0	1000	0	0	1	. 0
	-	District ospital,																				
		Barasat																				
126 M	/laharashtra	Kalyan (relocated	2000	500	0	1	0	0	500	0	1	0	0	500	0	1	0 0	500	0	) 1	0	, .
		from Alibagh)																				
	1	Total	350000	112000	0	38	61	16	86000	0	52	56	2	80500	0	65	88 5	71500	0	51	40	3