

**ONLINE SINGLE E-TENDER ENQUIRY FOR
PROCUREMENT OF TRUE NAT MTB/RIF
CHIPS DURING THE YEAR
2022-23**

Tender No: CMSS/PROC/NTEP/2022-23/024

CENTRAL MEDICAL SERVICES SOCIETY

Ministry of Health & Family Welfare
(Government of India)

Second Floor,

Office at Vishwa Yuvak Kendra, Pt. Uma Shankar Dikshit Road, Teen Murti Marg,
Chankayapuri, New Delhi-110021

Phone: 011-21410905 & 011-21410906

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Website: www.cmss.gov.in & GEM

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ONLINE SINGLE E-TENDER ENQUIRY FOR PROCUREMENT OF TRUENAT MTB/RIF CHIPS TO CMSS DURING THE YEAR 2022-23

(Manual bids shall not be accepted)

TENDER DOCUMENTS MAY BE DOWNLOADED FROM CPPP WEBSITE:
<https://eprocure.gov.in/eprocure/app> AS PER THE SCHEDULE AS GIVEN IN
CRITICAL DATE SHEET AS UNDER:

CRITICAL DATE SHEET

Published Date and Time	As per GEM
Bid Document Download Start Date and Time	
Last date to submit pre-bid queries through email to be sent	
Bid Submission Start Date and Time	
Bid Document Download End Date & Time	
Bid Submission End Date and Time	
Last date of submission of original documents as per clause No. 4.2(b)	
Bid Opening Date and Time	

Note: Prospective bidders are requested to get their product registered on GEM to participate for the above mentioned bids.

For registration, please contact GeM authorities directly at the following e-mail ids: -

1. Ms. Manju Sharma, Deputy CEO (email: Manju.sharma64@gem.gov.in, phone: 9810281603)
2. Shri Rajesh Jain, Deputy CEO (email: rajesh.jain072@gem.gov.in, phone: 9810632525)
3. Shri Deepak Kapoor, Joint Secretary & Addl. CEO (for escalation) (email: js-aceodk@gem.gov.in, phone 9971863571)

As per directives of GOI, the custom bid is published on GEM platform. In case of any contradiction in terms and conditions of GEM bid, the clauses of the tender document (uploaded in Technical Specifications- Buyer Specification Documents) shall prevail.

CONTENTS

Sl.No.	Description
1.	Last Date for receipt of Tender
2.	Eligibility Criteria
3.	General Conditions
4.	Techno commercial Bid
5.	Goods & Services Tax (GST)
6.	Opening of Tender
7.	Other Conditions
8.	Acceptance of Tender
9.	Security Deposit and Agreement
10.	Methodology for Placing Orders
11.	Supply Conditions
12.	Packing
13.	Quality Control & Quality Assurance
14.	Payment Provisions
15.	Liquidated Damages and other Penalties
16.	Saving Clause
17.	Prohibition of Influencing CMSS by the Tenderer
18.	Resolution of Disputes
19.	Jurisdiction
20.	Forgery /Fraud By Bidders/Supplier
21.	Patent Rights

22.	Termination For Default
23.	Termination For Insolvency
24.	Set Off
25.	Warranty
26.	Annex-I (List of Items and their Technical Specifications)
27.	Annex-II (Tender Forwarding Letter)
28.	Annex-III (Check List)
29.	Annex-IV (Acceptance Letter)
30.	Annex-V (Long Term Agreement Format)
31.	Annex-VI (Purchase Order Format)
32.	Annex-VII (Mandate Form for RTGS)
33.	Annex-VIII (The Price Bid)
34.	Annex-IX (Bank Guarantee for Security Deposit)
35.	Annex-X (Instruction for Online Bids Submission)
36.	Annex-XI (No Deviation Certificate)
37.	Annexure -XII (Manufacturer's Authorization Form)
38.	Annexure -XIII (Proprietary Article Certificate)

CENTRAL MEDICAL SERVICES SOCIETY**ONLINE SINGLE E TENDER ENQUIRY IS INVITED FOR PROCUREMENT OF TRUE NAT MTB/RIF CHIPS TO CMSS DURING FOR 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 directly from the manufacturers through open tenders system and ensures timely supply of Drugs, Medicines, Vaccines & Contraceptives to all the States/ UT Governments.

CMSS intends to procure TRUE NAT MTB/RIF Chips from M/s Molbio Diagnostics Pvt. Ltd. through Single E Tender basis. (Proprietary Article Certificate is attached for reference)

Tender Inviting Authority: DG&CEO, Central Medical Services Society, IInd Floor, Office at Vishwa Yuvak Kendra, Pt. Uma Shankar Dikshit Road, Teen Murti Marg, Chanakyapuri, 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 GEM website : gem.gov.in for procurement of TrueNat Cartridges to Central Medical Services Society as Single Bid Enquiry.

- 1. As per directives of GOI, the custom bid is being published on GeM platform. In case of any contradiction in terms and conditions of GeM, the clauses of this tender document shall supersede all other terms & conditions.**

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:

- i) 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 be uploaded on GeM portal) 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.
- ii) 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.
- iii) 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.
- iv) The clarification if any will be uploaded on GeM portal/CMSS website and bidder is expected to see the GeM portal/CMSS website for clarification before submitting the bid.

4. ELIGIBILITY CRITERIA

- (a) The tenderer shall be Original Equipment Manufacturer of the quoted items.
- (b) 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.
- (c) Tenderer/manufacturer should have supplied the quoted items to any Govt. Hospital/Institutions/PSUs in the last two financial years. The copies of three purchase orders of the same should be submitted by the bidder in Packet 1.
- (d) Tenderer should quote 100% of the tender quantity for each schedule and Manufacturer shall have an annual production capacity not less than one and half times the quantity quoted for each schedule.
- (e) Tender should not be submitted by the firm/company for the Product(s) for which the firm/ Company has 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 if the Firm/Company is debarred as a whole by these organizations or any of its procurement agencies/Autonomous Bodies.

(f) Department of Expenditure, Ministry of Finance, GOI vide OM No:F.1/2O/2O18/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.1/2O/2O18/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.1/2O/2O18/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 organizations/bodies that the blacklisting is applicable only for the Procurement made by such organization/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.

(g) Average Annual turnover for Tenderers in the last three years i.e. 2019-20, 2020-21 and 2021-22 shall not be less than the following: -

Item	Amount (in Rs.)
For All items	73,92,00,000

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

5. GENERAL CONDITIONS.

- i. A complete set of tender documents may be downloaded by any interested eligible bidder from website: gem.gov.in as per the schedule given in Critical Date Sheet. No cost for the Tender document shall be charged for the Tender documents downloaded by the Tenderers.
- ii. Tenders will be opened online therefore, the presence of tenderers/authorized representatives of the Tenderers is not necessary.
- iii. Bidders are advised to watch for amendments, if any, which may be issued prior date of submission of bids by tender inviting authority on the website: gem.gov.in for which CMSS will not issue any separate communication to individual bidders.
- iv. All notices or communications relating to and arising out of this tender and any consequent agreement or any of the terms thereof shall be considered duly served on or given to the Tenderer if delivered to it or left at the premises, places of business or abode or sent at official email as provided by the Tenderer.

v. 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.

vi. 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.

vii. TERMINATION FOR DEFAULT:

1. 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.

viii. 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.

ix. 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.

- x.** 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.

xi. 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.

xii. 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. Authorized 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-XVI** is to be submitted.

6. TECHNICAL BID

Those intending 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)."

- (a) 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 notarized undertaking given in **Annexure V**.

- (b) The instruments such as power of attorney, resolution of board etc., authorizing an officer of the Tenderer should be enclosed with the Tender duly signed by the Authorized signatory of the Company/Firm and such authorized officer of the Tenderer should sign the Tender documents.
- (c) Tender Forwarding letter as per **Annexure-II** signed by the authorized signatory of the tenderer.
- (d) Tenderer shall be an Original Equipment Manufacturer of the quoted items. Self Declaration of Manufacturer should be given.
- (e) Manufacturer should have valid own manufacturing license of the quoted item that should be valid on the date of tender opening packet 1. The copy of valid manufacturing license should be submitted by the tenderer.
- (f) Three purchase order copies of any Govt. Hospital/Institutions/PSUs to be furnished where the bidder/manufacturer had supplied the same item in last two financial years.
- (g) Manufacturer shall have an annual production capacity not less than one and half times the quantity quoted for each schedule. Capacity certificate issued by the licensing authority or a practicing CA should be submitted for the same.
- (h) Non-Conviction Certificate issued by practicing CA that the firm/company has not been convicted and the products quoted have not been cancelled during last two years i.e. 2020-21 and 2021-22.
- (i) The instruments such as power of attorney, resolution of board etc., authorizing an officer of the Tenderer should be enclosed with the Tender duly signed by the Authorized signatory of the Company/Firm and such authorized officer of the Tenderer should sign the Tender documents.
- (j) A Checklist (**Annexure-III**) 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.
- (k) All the documents enclosed with the Tender document should also be signed by the authorized signatory of the Tenderer.

- (l) No Deviation Certificate against technical specifications given at **Annexure – I** in the form of **Annexure-XI** on company's letter head.
- (m) An undertaking that firm is not being blacklisted or debarred from any Govt. agency to support clause 4(e) above.
- (n) Literature/Brochures of the quoted item.
- (o) Proprietary Article Certificate from the Manufacturer.
- (p) Each page of submitted bid (along with tender document) is properly page numbered and shall be signed by the authorized signatory of the Tenderer with office seal.
- (q) All the documents enclosed with the tender document should also be signed by the authorized signatory of the Tenderer.
- (r) Near Relative Certificate as per Annexure –**XVI**.
- (s) 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”.
- (t) Mandate Form as per **Annexure-VII** for RTGS.
- (u) Point-wise technical specification compliance.
- (v) Tenderer should submit a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content at the time of submission of bid as per Annexure XVII.
- (w) Vendors are requested to fulfil the requirements of Ministry of Finance, Department of Expenditure, Procurement Policy Division Office Memorandum No.- 6/9/2020-PPD dated 24.08.2020.
- (x) Tenderer should submit an Undertaking on Letter head to Compliance to Ministry of Finance, DOE order No- 6/18/2019-PPD dated 23.07.2020 as per Annexure-XVIII
- (y) Para wise compliance of technical specification of the quoted items.
- (z) Annual turnover statement for 3 years i.e. 2019-20, 2020-21 and 2021-22 should be furnished in the format given in Annexure-V duly certified by the Chartered Accountant.

(aa) 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. 2019-20, 2020-21 and 2021-22 duly certified by a practicing Chartered Accountant.

6.2(a) The above mentioned documents are to be submitted in soft copy electronically on the GeM portal gem.gov.in as Technical Bid "Packet 1" as per date prescribed in critical date sheet.

(b) All documents in lieu of EMD or notarized undertaking by MSE companies in the format given in **Annexure V** 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.

(c) Conditional Bids shall be summarily rejected.

7. PRICE BID-"Packet 2"

7.1 "Packet 2" is for the Price Bid of the Tenderer.

- 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 quoted in Price Schedule on GeM 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.

(iii) The TIA reserve the rights to enter into Annual Comprehensive Maintenance Contract with the Supplier, the supplier is requested to provide CAMC rates (yearly basis) for the next four years after the completion of warranty period.

7.2 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.

7.3 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.

7.4 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-response and rejected.

7.5 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:**CLARIFICATION OF BIDS SUBMITTED:**

- 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. No documents issued after the date of tender opening will 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. Clarifications (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 Technical Evaluation Summary will be uploaded on GeM Portal. The bidders are intimated that representation if any may be sent before price bid opening as per schedule indicated in uploaded summary. Any representation received after date and time of price bid opening **under any circumstances** would not be entertained. No new document would be allowed to be submitted at this stage.

- 8.8 "Packet 2" will be opened only for tenderers, who are found **techno-commercially** eligible on satisfying the criteria for technical evaluation and plant inspection **(wherever necessary)** based on the documents submitted in "Packet 1". Presence of authorized official of Tenderers is not necessary in opening of "Packet 2" as opening is online.
- 8.9 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-XIX** 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-XIX**. 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-IX**) 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 **Annex-IX** 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-XIX** and is for 100% quantity of the schedule.

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-VIII**) 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.

- (iv) 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.

- 10.4 For quoted items, the Department of Pharmaceuticals under Ministry of Chemicals and Fertilizers has issued guidelines for implementation of the provisions of public procurement (Preference to Make in India) order (PPO) 2017 as desired by DPIIT vide order no **F.No 31026/65/2020-MD dated 30.12.2020**. The relevant provisions of DoP order dt. 30.12.2020 and all subsequent orders from time to time will apply in the instant case. Bidders are requested to submit a declaration indicating percentage of local content as per **Annexure-XVII**.

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 team of 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-IV**.

The Contract shall be issued from GeM as per their format. In addition to contract through GeM, the LOA, LTA and PO would be issued from CMSS E-Aushadhi platform and details mentioned in these documents will be considered for all purposes i.e. tender obligations, delivery completion and payment purposes irrespective of GeM contract whenever issued.

12. SECURITY DEPOSIT AND AGREEMENT

12.1 Security Deposit:

In accordance with DOE notification dated 12.11.2020 and amendment order dated 30.12.2021 valid up to 31.03.2023, 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 favour of Central Medical Service Society.

Performance Security has to be submitted within 15 days of receipt of order.

12.2 The Security Deposit shall be valid for at least 1230 days from the date of its commencement.

Order submission-	15 days
Rate Validity-	365 days
Delivery Period-	60 days
Shelf life -	730 (2 years)
B.G. Extension-	<u>60 days</u>
	1230 days

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.

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:

- a. The matched Tenderer shall within 15 days of the acceptance of the Tender execute necessary Agreement for the supply of the tendered 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 Purchase Order is attached at **Annexure – VI**.
- b. The supplier shall complete the supply of the items required by CMSS at the destination mentioned in the schedule as indicated at Schedule of Requirements at Annexure I.
- c. The items supplied in excess of the ordered quantity shall not be accepted and the supplier shall take back the excess at their cost. CMSS will not be responsible for the loss to the supplier and will not entertain any demand/claim.
- d. 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.
- e. After supply of items at the specified destinations, the supplier shall submit Invoice (Original) and other relevant documents etc., at the Head Office, CMSS for claiming payment.

- f. Subject to Para's 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.

14. SUPPLY / DELIVERY CONDITIONS

- 14.1 The supplier should acknowledge the receipt of the LOA within 3 days of its receipt.
- 14.2 The supplies will be made in staggered quantities (if applicable) as detailed in **Annexure-I**.
- 14.3 (a) The supplier shall supply the ordered quantity as per delivery schedule indicated at **Annexure-I** at the destinations mentioned in the purchase order. If the above day happened to be a holiday for CMSS, the supply should be completed by 05.00 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 last day or after the delivery dates/schedule as mentioned in LOA, 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 5/6th of the minimum shelf life** must remain 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. Supplier may note that supplies meeting the above mentioned residual shelf life criteria will only be accepted by CMSS/ Consignee. The short shelf life items(if any) wouldn't be

supplied by vendor and if supplied so , invoices won't be processed by CMSS and vendor is solely responsible for supplying such items.

14.5 A Certificate of Analysis 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 (clarity, colour etc)
- 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
- j) Conclusion
- k) Qualified signatures

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
- l) 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.

- 14.6 All the Tenderers are required to supply the product(s) with printed text "Govt. of India Supplies – NOT FOR SALE" in red-colour on the items i.e. kits, 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.
- 14.7 The Tenderer shall take back goods, which are not utilized by the CMSS within the shelf life period, based on mutual agreement.
- 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.
- 14.10 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 canderail the critical National level Disease Control Programme.
- 14.11 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.

15. PACKING

- 15.1 The items shall be supplied in the package specified in the Technical Specifications in **Annexure-I**.
- 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 develop 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.
- (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. The sampling quantities shall be borne by the supplier. As per applicable Pharmacopeia, the samples/batches are to be sent for QA/QC tests.

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 **At any of testing stage**, samples which do not meet quality requirement 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, 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 entire quantity of the relevant batches, in addition to imposition of penalty @ 25% of batch supply cost or
- ii) to make alternative purchase of the 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.
- 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 forfeiture of PSD.
- 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 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.
- 16.10 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.

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-XII)** 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, 2nd Floor, Vishwa Yuvak Kendra, Pandit Uma Shankar Dikshit Road, Chanakyapuri, New Delhi-110021 or in the name of any other authority as may be designated. Supplier 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 wise 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.

17.9 Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner.

Payment shall be made in Indian Rupees as specified in the contract in the following manner:

100% payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents (only after supply of 50% of goods of each tranche):

- i. Two copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- ii. Consignee Receipt Certificate in original issued by the authorized representative of the consignee;

- iii. Packing list identifying contents of each package;
- iv. Inspection certificate issued by the nominated Inspection agency, if any.
- v. Insurance Certificate
- vi. Certificate of origin.
- vii. A Certificate of Analysis from manufacturer's own Quality Control Lab covering each cartridge delivered is to be submitted along with shipping documents.

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 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:

1. 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.
2. 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. These consignees will accept the stocks beyond scheduled delivery date only if Procurement wing has issued PO Amendment for delivery extension.
3. 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.

4. 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
 - That there are sufficient grounds for acceptance of such requests.
 - 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
 5. In such cases, for delivery extension, PO amendment would be issued and the supplier should mandatorily supply the goods in extended time period.
 6. 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.
 7. 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.
8. 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:-
 - CMSS reserves the rights/options to short close the delayed lot/tranche undelivered without going for purchase of balance quantity or

- 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 ITEMS" if the Tenderer does not take back the goods within the stipulated time. The CMSS will arrange to destroy the "NOT OF STANDARD QUALITY ITEMS" 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 items 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) Notwithstanding 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.

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Annexure -I

**CENTRAL MEDICAL SERVICES SOCIETY
NEW DELHI- 110021**

List of Items and their Technical Specifications

**TENDER FOR PROCUREMENT OF TRUE NAT MTB/RIF Chips TO CMSS FOR THE YEAR
2022-23**

Sch. No.	Item Name	Total Tentative Quantity	Unit	Detailed Technical Specifications of the Goods/Drugs	Order Distribution Criteria	Consignee
I	TrueNat MTB Chips (with 20% Rif)	30,00,00 (with 6,00,000)	No.s	Annexure-IA	100% to L1	Direct to Consignee (State Consignee)

Annexure IA- Technical Specification

Annexure IB- List of Consignee

Delivery Schedule:

Delivery:-The terms of Delivery shall be **DDP (destination)**.

Delivery Schedule:

1st Tranche – Within 60 days from the date of **Letter of Acceptance (LOA)**.

2nd Tranche - To be delivered from 61st day and within 90 days from LOA date.

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Annexure 1A**Technical Specifications of Rapid Diagnostic MTB chip specifications-**

1. MTB chip should function on Real Time Polymerase Chain Reaction (PCR) test for the detection of Mycobacterium tuberculosis (MTB) in human pulmonary (sputum/ non sputum) specimen/ culture.
2. MTB Chip should be able to run on the Real Time micro PCR Analyzer Machine with samples extracted using Auto sample prep device.
3. The MTB chip should be stable at temperature (2⁰-30⁰C)
4. The remaining shelf life at the time of delivery of items should not be less than 5/6th of the total assigned shelf life.
5. The MTB chip should comprise of a reaction well containing dried down MgCl₂.
6. The dried down PCR reagents should be available in microtube for performing Real Time PCR test for detection of MTB.
7. The target sequence for MTB should be part of the ribonucleoside-diphosphate reductase gene specific to the MTB complex.
8. The MTB chip should have flash memory to retain lot information and standard curve values for automatic quantitative determination
9. MTB chip should not be available for reuse. The reuse and post expiry use should be detectable by flash memory.
10. The time taken for the diagnostic test result should be lower or equal to one hour.
11. The MTB chip should be amenable for disinfection and disposable as per applicable Biomedical Waste Management Rules. The chip should not be infective after use.
12. The consumables should be provided in sufficient quantity to cover 10% wastage

The following contents should be provided with the MTB chip :-**A. AUTO Universal Cartridge Based Sample Prep Kit containing**

1. Reagent pack containing ready to use buffers for automatic sample extraction
2. Cartridge pack with a fluidic cartridge to move sample and buffers through a proprietary matrix for extracting nucleic acids from the sample.
3. Disposable transfer pipette

B. AUTO MTB Sample pre-treatment pack containing

1. Liquefaction buffer to liquify the sample
2. Lysis buffer to lyse the cells and release nucleic acids
3. Disposable transfer pipette (graduated)

C. Individually sealed pouches, each containing

1. MTB micro PCR chip.
2. Microtube with freeze dried PCR reagents.
3. DNase & RNase free filter pipette tip.
4. Desiccant pouch.

MTB– Rif chip specifications: -

1. MTB-RIF chip should function on Real Time Polymerase Chain Reaction (PCR) process for the detection of Rifampicin resistance in Mycobacterium tuberculosis (MTB) in MTB positive human specimen/ culture.
2. MTB-RIF chip should be able to run on the Real Time micro PCR Analyzer Machine with samples extracted using Auto sample prep device.
3. The MTB-RIF- chip should contain target sequence of RRDR region of the rpoB gene (between codon positions 509 and 533), representing mutation hot spots known to be related to Rifampicin resistance.
4. The MTB-RIF chip should be stable at room temperature (2⁰-30⁰C)
5. The remaining shelf life at the time of delivery of items should not be less than 5/6th of the total assigned shelf life.
6. The MTB-RIF chip should comprise of a reaction well containing dried down MgCl₂
7. The MTB-RIF chip should have flash memory to retain information and standard curve values for automatic quantitative determination
8. MTB-RIF chip should not be available for reuse. The reuse and post expiry use should be detectable by flash memory.

9. The time taken for the diagnostic test result should be lower or equal to one hour.
10. The MTB chip should be amenable for disinfection and disposable as per applicable Biomedical Waste Management Rules. The chip should not be infective after use.
11. The consumables should be provided in sufficient quantity to cover 10% wastage.

The following contents should be provided with the MTB-RIF chip:-

A. AUTO Universal Cartridge Based Sample Prep Kit containing

1. Reagent pack containing ready to use buffers for automatic sample extraction
2. Cartridge pack with a fluidic cartridge to move sample and buffers through a proprietary matrix for extracting nucleic acids from the sample.
3. Disposable transfer pipette

B. AUTO MTB Sample pre-treatment pack containing

1. Liquefaction buffer to liquify the sample
2. Lysis buffer to lyse the cells and release nucleic acids
3. Disposable transfer pipette (graduated)

C. Individually sealed pouches, each containing

1. MTB micro PCR chip.
2. Microtube with freeze dried PCR reagents.
3. DNase & RNase free filter pipette tip.
4. Desiccant pouch.

Annexure 1B

Consignee List (30 Lakh Truenat MTB Chips)

S.No.	STATE	State Drug Store	Total Quantity	Tranche 1	Tranche 2	Schedule of Requirement
1	Andaman and Nicobar Islands	Andaman and Nicobar Islands	2000	2000	-	First Tranche Within 60 days from the issuance of LOA Second Tranche – within 60 to 90 days from the issuance of LOA.
2	Andhra Pradesh	Andhra Pradesh	150000	100000	50000	
3	Arunachal Pradesh	Arunachal Pradesh	5000	5000	-	
4	Assam	Assam	25000	15000	10000	
5	Bihar	Ranchi	100000	50000	50000	
6	Chandigarh	Chandigarh	5000	3000	2000	
7	Chhattisgarh	Chhattisgarh	100000	50000	50000	
8	Dadra And Nagar Haveli and Daman Diu	Dadra And Nagar Haveli and Daman Diu	2000	2000	-	
10	Delhi	Delhi	90000	40000	50000	
11	Goa	Goa	20000	20000	-	
12	Gujarat	Gujarat	150000	100000	50000	
13	Haryana	Haryana	60000	30000	30000	
14	Himachal Pradesh	Himachal Pradesh	60000	30000	30000	
15	Jammu and Kashmir	Jammu	80000	20000	20000	
		Srinagar		20000	20000	
16	Jharkhand	Ranchi	80000	20000	20000	
		Dumka		20000	20000	
17	Karnataka	Bangalore	150000	40000	60000	
		Dharwad		30000	20000	
18	Kerala	Kerala	100000	50000	50000	
19	Ladakh	Ladakh	1000	1000	-	
20	Lakshadweep	Lakshadweep	1000	1000	-	
21	Madhya Pradesh	Madhya Pradesh	200000	100000	100000	
22	Maharashtra	Mumbai	200000	40000	40000	
		Pune		30000	30000	
		Nagpur		30000	30000	
23	Manipur	Manipur	10000	5000	5000	
24	Meghalaya	Meghalaya	30000	20000	10000	
25	Mizoram	Mizoram	3000	3000	-	
26	Nagaland	Nagaland	2000	2000	-	
27	Odisha	Odisha	130000	50000	80000	
28	Puducherry	Puducherry	5000	2000	3000	
29	Punjab	Punjab	40000	40000	-	
30	Rajasthan	Jaipur	100000	50000	50000	
31	Sikkim	Sikkim	4000	4000	-	
32	Tamil Nadu	Chennai	400000	150000	150000	
		Trichy		50000	50000	

33	Telangana	Telangana	200000	100000	100000
34	Tripura	Tripura	5000	5000	-
35	Uttarakhand	Udham Singh Nagar	40000	10000	10000
		Dehradun		10000	10000
36	Uttar Pradesh	Lucknow	300000	60000	60000
		Bareilly		30000	30000
		Agra		30000	30000
		Varanasi		30000	30000
37	West Bengal	Kolkata	150000	60000	30000
		Silliguri		40000	20000
	Total		3000000	1600000	1400000

State Drug Store (SDS) addresses under National TB Elimination Programme (NTEP)

- ❑ **Meghalaya** : State Drug Store, C/o State TB Officer, Jhalupara- Mawprem, (TB Hospital Compound), Shillong-793002, Meghalaya, Ph: 0364-2546005, E-mail: SDSMGSHL@rntcp.org
- ❑ **Mizoram** : State Drug Store, DR TB Centre, Falkawn, Aizawl-796001, Mizoram, Ph: 0389-2314326, 0389-2316563, E-mail: SDSMZAZW@rntcp.org
- ❑ **Tripura** : State Drug Store NTEP C/o Central Medical Store Complex (CMS), Shyamalibazar, Opposite school of Science, Kunjaban, Agartala, Tripura-799006, E-mail: sdstrarl@rntcp.org
- ❑ **Nagaland** : State Drug Store, C/o State TB Officer, Directorate of Health & Family Welfare, Below Civil Secretariat Complex, Ruziezou, Kohima-797001, Nagaland, Ph: 0370-2270473/2243986, E-mail: SDSNGKMA@rntcp.org
- ❑ **Assam** : State Drug Store, Central Drug Warehouse, O/o the Additional Director of Health Services, VIP Road, Patharquari, Narengi, Guwahati-26, Assam, E-mail: SDSASGWH@rntcp.org
- ❑ **Arunachal Pradesh**: State Drug Store, Statistical Asst. cum I/c of SDS TB Section, Directorate of Health Services, C- Sector, P.O. Naharlagun, Itanagar-791 110, Arunachal Pradesh, Ph: 0360-2244176/ 9436058612, E-mail: SDSARITA@rntcp.org
- ❑ **Manipur** : State Drug Store (TB) C/o. Medical Directorate, Manipur Lamphelpat-795004, Email sdsmnimp@rntcp.org
- ❑ **Sikkim**: State Drug Store, C/o State TB Officer, State TB Cell, Department of HC, HS & FW, Government of Sikkim, Convoy Ground, Tadong, Gangtok, Sikkim-737102, Contact No. 03592-204954
- ❑ **Jharkhand (SDS-Ranchi)**: State Drug Store Jharkhand, Itki TB Sanatorium, PO: Itki, Ranchi-835 301, Jharkhand, Ph. No. 06529-227178, E-mail: SDSJHRNC@rntcp.org
- ❑ **Jharkhand (SDS-Dumka)**: State Drug Store – Dumka, C/o District Ware House, Sadar Hospital Campus, Dumka, Jharkhand, PIN-814101, Phone: SDS Incharge, Mr. Mukesh Kumar: 7488288183; E-mail: SDSJHRNC@rntcp.org
- ❑ **Kolkata (West Bengal)**: State Drug Store Kolkata, 541 B, Rabindra Sarani, Kolkata-700003, West Bengal, Ph. No.: 033-25551356 email: SDSWBCAL@rntcp.org
- ❑ **Siliguri (West Bengal)**: State Drug Store Siliguri, District Reserve Store, Siliguri, TB Hospital Complex, 2nd Mile, Sevoke Road, Siliguri, Pin: 734001, Ph No.: (0353) 2538678, Email: sdswbslg@rntcp.org
- ❑ **Odisha**: State Drug Store, Odisha, C/o Joint Director of Health Services (TB), Odisha, State Drug Management Unit Campus, Ram Mandir Square, Bhubaneswar-751001.
- ❑ **SDS Patna (Bihar)**: State Drug Store Bihar, C/o State TB Officer, Joint director and State Programme officer (TB), Agamkuan, Patna-800007, Bihar, Ph. No. : 0612-2636383, E-mail: sdsbipn@rntcp.org
- ❑ **SDS Darbhanga (Bihar)**: State Drug Store-Darbhanga C/o Add. Director TBDC Darbhanga, Opposite of K.S. College, (TBDC building) Allalpatti, P.O. - Darbhanga Medical College, Campus Laheriasarai, Darbhanga, Pin - 846003, Contact Person:- Akhilesh Kumar Mishra, (Storekeeper) Mobile Number:- 7762860338, Email ID- stdcbidbg@rntcp.org

- ❑ **Bangalore (Karnataka):** State Drug Store Karnataka, Office of the Joint Director (TB), Lady Willingdon State, TB Center, 4th Main Road, SAMPANGIRAMANAGAR, Bangalore – 560027, Karnataka, Ph. No. 080-22249364, Email: stoka@rntcp.org
 - ❑ **Dharwad (Karnataka):** 2nd State TB Drug Store, C/O District Warehouse Incharge, District Drugs Warehouse, District Hospital Premises, Dharwad-580008, Karnataka
 - ❑ **Chennai (Tamil Nadu):** State Drug Store C/o The Director State TB Training & Demonstration Centre, ITM Campus, Spurtank Road, Chetpet, Tamil Nadu, Chennai-600031, Ph. No. 044-28361816, E-mail: SDSTNCNI@rntco.org
 - ❑ **Trichy (Tamil Nadu):** SDS Trichy, Ward No: 60 District TB Center, MGM Govt. Hospital Campus, Puthur, Trichy PIN– 620017, Tamil Nadu
 - ❑ **Kerala:** State drug Store Kerala, State TB Cell, Red Cross Road, General Hospital Jn., Thiruvananthapuram- 35, Kerala, Ph. No. 0471-2468886, Email: stoke@rntcp.org
 - ❑ **Andaman & Nicobar Islands:** State Drug Store, District TB Center, G.B Pant Hospital, Andaman & Nicobar Islands, Port Blair- 744101
 - ❑ **Puducherry:** State Drug Store (RNTCP), C/o. State TB Control Officer, No. 68, Government Chest Clinic, Ambour Salai, Puducherry – 605001
 - ❑ **Goa:** State Drug Store Goa, Directorate of Health Services, Near Inox theatre, Campal, Panaji, Goa, PIN-403001 Email-stoga@rntcp.org
 - ❑ **Pune (Maharashtra):** State Drug Store Pune, Chief Medical Office, State TB Training & Demonstration Centre, (STDC) Pune Chest Hospital Bld, 1st Floor, Aundh, Camp, Pune – 411027 Office : 020-27281908, Email-sdsmhpn@rntcp.org
 - ❑ **Nagpur (Maharashtra):** State Drug Store Nagpur, Chief Medical Officer, State training & Demonstration Centre, Ajni Road, Medical College Square, Nagpur-440003 Ph. No. 07122050050 Email-SDSMHNGP@RNTCP.org
 - ❑ **Mumbai (Maharashtra) 2nd Line drugs :** State Drug Store Mumbai C/o Group of TB Hospital, Near Hospital Drug Store, Jerabai Wadia Road, Sewree, Mumbai - 400015, Maharashtra, Ph. No. 020 – 26686952, 020 – 26686954, Email- dtomhbm@rntcp.org; sdsmumbai9@gmail.com
 - ❑ **Mumbai (Maharashtra) 1st Line drugs:** Office of DEHO (T.B.), 1st Floor, Bawalawadi Municipal Office Building, Dr. B. Ambedkar Road, Opposite Voltas House, Chinchpokli, Mumbai- 400012
- Contact person - Mr. Kailas Amrutkar, Head Pharmacist, Mob. No. 9326045414.
- ❑ **Madhya Pradesh:** State Drug Store Madhya Pradesh, StateB Demonstration & Training Centre(STDC), Bhopal TB Hospital Campus, Idgah Hills, Madhya Pradesh 462001, Ph. No. 0755-2571694, Email-stomp@rntcp.org
 - ❑ **Gujarat:** State Drug Store Gujarat, State TB Training & Demo. Centre, campus of B.J Medical college, Civil hospital, Asarwa-Ahmedabad-16, Ph. No. 079-2268450, Email-stogu@rntcp.org
 - ❑ **Dadra & Nagar Haveli :** Central Drug Store, Shri Vinoba Bhawe Civil Hospital, Civil Hospital Campus, Silvassa, Dadra & Nagar Haveli, PIN CODE – 396230
 - ❑ **Daman (Daman & Diu) :** P.H.C Moti Daman, T.B Department (R.N.T.C.P), Fort Area, Moti Daman-396220

- **Diu (Daman & Diu)** : Dr K Y Sultan District TB Centre, Community Health Centre, Ghoghla, Diu Pin-362540, Contact number STS Mr. Sanjay Jethwa : 9898183125
- **Lakshadweep** : State TB Officer, State TB Cell, Directorate of Medical and Health Services, Union Territory of Lakshadweep, Kavarathy Island, Kavarathi-682555, Lakshadweep, Ph. No.: 04896-262116
- **Chandigarh**: RNTCP State Drug Store-cum-main store GMSH-16, Opposite Emergency, Basement Multistory building, Govt. Multi-Specialty Hospital, Sector-16, Chandigarh, Email: sdschchd@rntcp.org
- **Haryana**: State Drug Store (NTEP), Sub Divisional Hospital (SDH), Naraingarh, Distt Ambala, Haryana Pin: 134203, Mobile Mr. Raman, Pharmacist 8307997499 , Email: SDSHR@rntcp.org
- **Himachal Pradesh**: State Drug Store, The Senior Medical Superintendent, TBS-cum-STDC Dharampur, District Solan, Pin-173211, Himachal Pradesh, Ph. No. : 01792-264022 /265022, E-mail: SDSHPSML@rntcp.org
- **Punjab**: State Drug Store, C/o State TB Officer, Room No. 315, 2nd Floor, Directorate of Health Services, Parivar Kalyan Bhavan, Sector 34-A, Chandigarh-160034, Punjab, Ph. No. : 0172-2624353 /5059286, E-mail: SDSPNCHD@rntcp.org
- **Agra (Uttar Pradesh)**: State Drug Store / Regional Ware House **Agra** , Additional Director, Medical Health & Family Welfare, Central Jail Road Opp. ESI Hospital, Agra-282002, Ph. No.0562-2600132 Email: sdsupagr@rntcp.org,
- **Bareilly (Uttar Pradesh)**:State Drug Store / Regional Ware House **Bareilly**, Additional Director, Medical Health & Family Welfare Rampur Garden ,Near Mental Hospital Campus ,Bareilly, Ph. No. 0581- 2422998 Email: sdsupbri@rntcp.org,
- **Lucknow (Uttar Pradesh)**:State Drug Store/ Regional Drug Ware House, Additional Director, Medical Health & Family Welfare, Lucknow Division, Nadarganj, **Lucknow-226008**, Uttar Pradesh, Ph: 0522-2254443, E-mail: SDSUPLNO@rntcp.org
- **Varanasi (Uttar Pradesh)**: State Drug Store / Drug Ware House **Varanasi** , Additional Director Medical Health & and Family Welfare, Pandit Deen Dayal Hospital Campus , Pandeypur, Varanasi-221002, Ph. No. 0542-2508017 Email: sdsupvrn@rntcp.org
- **Jaipur (Rajasthan)**: State Drug Store (TB), State Warehouse, Sethi Colony, Behind Mental Hospital, Jaipur, Rajasthan 302005, Ph. No. 0141-2229888, Email: SDSRJJPR@RNTCP.org
- **Jodhpur (Rajasthan)**: State Drug Store (NTEP) C/o District Drug Warehouse, Jodhpur, Old CMHO office, Old Pali Road, Near Jhalamand circle, Jodhpur, Pin No. 342013, Rajasthan, (Mr. Ritesh Kumar, Pharmacist Phone No. +91 8005535882 & 0291-2721196) Email: dpc1jodhpur@gmail.com
- **Jammu (Jammu & Kashmir)** : State Drug Store, C/o State TB Officer, Directorate of Health Services, Near MLA Hostel, Shalimar, Jammu -180001, Jammu & Kashmir, Ph: 0191-2572522, E-mail: STOJKJ@rntcp.org; SDSJKJAM@rntcp.org
- **Srinagar (Jammu & Kashmir)** : State Drug Store, STDC Building CD Hospital Dalgate Srinagar J&K 19001, Contact no. 1942437079, Email: sdsjksrn@rntcp.org

- **Dehradun (Uttarakhand)** : State drug store(TB) 107,Chander Nagar Dehradun Uttarakhand 248001, Ph. No. 0135-2622168, Email: SDSURDDN@rntcp.org
- **Udham Singh Nagar (Uttarakhand)** : State Drug Store U.S. Nagar, Old JLN Hospital Campus, Rudrapur, Udham Singh Nagar 263153, Ph. No. 05944-247337, Uttarakhand Email: SDSURUDS@rntcp.org
- **Delhi-Rohini (State Drug Store – 1st line drugs)** : SDS ROHINI, 2nd Floor, ,Govt. Dispensary Building, Opposite to plot no.425- 426, Sector-21 ,Pocket -9 ,Rohini, (Near Rose convent School) Begumpur Road, New Delhi-110086
- **Delhi-Dwarka (State Drug Store – 2nd line drugs)**: State Drug Store - Dwarka. Pandit Deep Chand Sharma Sehkar Bhawan Sector-20, Phase-I (Near Marble Market), Dwarka, New Delhi-110075
- **Delhi-NDTC (State Drug Store – CBNAAT Cartridges)** New Delhi Tuberculosis Centre, Near Loknaya Hospital, Jawaharlal Nehru Marg, Maulana Azad Medical College Campus, New Delhi, Delhi 110002 Phone: 011 2323 9056
- **Andhra Pradesh** : State Drug Store Vishakhapatnam, 1st Floor, Govt. Chest Hospital opposite Mental Hospital Campus, Chinnawaltair, Vishakhapatnam -17, Andhra Pradesh
- **Chhattisgarh**: State Drugs Store, STDC Building, New District Hospital Campus, Near Mandi Gate Pragati Maidan Pandari, Raipur, C.G. Phone: 0771- 2235655, 2533774, Fax: 0771-223565, Email: sdscgrpr@rntcp.org
- **Telangana: State Drug Store Telangana**, STDC Campus, Besides Chest Hospital, S.R.Nagar (Irramnuma), Hyderabad-500038, Ph. No. 040-24747677, Email: sdstshyd@rntcp.org
- **Ladhak** : Director Health Services, CMO Office, Near Police Station, Leh- Ladakh PIN-194101, (Contact Person: Mr Tsering Angchuk mobile no- 7298793281) Email : dtojkleh@rntcp.org

Annexure -II**TENDER FORWARDING LETTER**
(To be given on Company Letter Head)

Date:

To,
DG&CEO,
Central Medical Services Society
Second Floor, Office at Vishwa Yuvak Kendra,
Pt. Uma Shankar Dikshit Road, Teen Murti Marg, Chankayapuri, New Delhi-110021

Sub: Acceptance of Terms& Conditions of Tender.

Tender No: CMSS/PROC/RNTCP/2022-23/017

Name of Tender: Online Single e-tender for Procurement of TrueNaat MTB/Rif Chips

Dear Sir,

1. 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 from Page No. _____ to _____ (Including all documents like annexure(s), schedules(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 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.
 1. 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)

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Annexure -III**CHECK LIST****Packet 1**

1	Checklist – Annex-VII	<input type="checkbox"/>	<input type="checkbox"/> Y <input type="checkbox"/>	<input type="checkbox"/> N <input type="checkbox"/>
2	Tender Forwarding Letter as per Annexure -II.	<input type="checkbox"/>	<input type="checkbox"/> Y <input type="checkbox"/>	<input type="checkbox"/> N <input type="checkbox"/>
3	Manufacturing Authorization Form Annexure -M.	<input type="checkbox"/>	<input type="checkbox"/> Y <input type="checkbox"/>	<input type="checkbox"/> N <input type="checkbox"/>
4	Authorization letter nominating a responsible person of the tenderer to transact the business with the Tender inviting Authority.	<input type="checkbox"/>	<input type="checkbox"/> Y <input type="checkbox"/>	<input type="checkbox"/> N <input type="checkbox"/>
5	BIS/ CE (EU)/ USFDA Certification for Quality Management System	<input type="checkbox"/>	<input type="checkbox"/> Y <input type="checkbox"/>	<input type="checkbox"/> N <input type="checkbox"/>
6	Three Purchase Order Copies	<input type="checkbox"/>	<input type="checkbox"/> Y <input type="checkbox"/>	<input type="checkbox"/> N <input type="checkbox"/>
7	No Deviation Certificate. Annexure -I	<input type="checkbox"/>	<input type="checkbox"/> Y <input type="checkbox"/>	<input type="checkbox"/> N <input type="checkbox"/>
8	Undertaking that Firm is not being blacklisted or debarred from any Govt. agency	<input type="checkbox"/>	<input type="checkbox"/> Y <input type="checkbox"/>	<input type="checkbox"/> N <input type="checkbox"/>
9	Literature / Brochure of the quoted item	<input type="checkbox"/>	<input type="checkbox"/> Y <input type="checkbox"/>	<input type="checkbox"/> N <input type="checkbox"/>

Proprietary Article Certificate from the Manufacturer.	<div></div>	<div>Y</div>	<div>N</div>
Mandate Form for RTGS Annex-XII	<div></div>	<div>Y</div>	<div>N</div>
The Tender document signed by the Tenderer in all pages with office seal.	<div></div>	<div>Y</div>	<div>N</div>

Annexure-IV**Central Medical Services Society**

Second Floor, Office at Vishwa Yuvak Kendra, Pt. Uma Shankar Dikshit Road,

Teen Murti Marg, Chankayapuri, New Delhi-110021

, Tel: 011-23736186, Fax: 011-23730120

Email: cmss.procurement@gmail.com**LETTER OF ACCEPTANCE**

No: CMSS/PROC/RNTCP/2020-22/017

Date _____

To,

M/s _____

Address: _____

(Kind Attn: _____ (Name), _____ Designation)

Sub: Acceptance of Tender for supply of TrueNat MTB/RIF Chips

Ref: 1) CMSS Tender No. CMSS/NTEP/2022-23/024 opened on _____

2) Your Ref. No. _____ dated _____ in response to above mentioned tender.

Dear Sir,

I am pleased to inform you that your offer in response to above mentioned Tender for supply of True Nat MTB/RIF Chips has been accepted for following items:

Sch. No.	Items Descriptions	Quantity	Unit	Ex-Works per Unit (Rs.)	GST (%)	GST (Rs)	Transport & any other charges (Rs.)	Total unit price (all in.) (Rs.)	Grand Total (Rs)
I									
II									
							Grand Total		

- You are requested to deposit Security Deposit @ 3% of the total value by NEFT/ RTGS/ Fixed Deposit Receipt/ Demand Draft (payable at New Delhi)/ Bank Guarantee and enter into an Agreement, as per the format given in **Annex-X** of the Tender document, within 7 days from the date of receipt of this letter.
- Detailed Agreement including consignee list shall be forwarded after receipt of Security Deposit.
- Delivery Period:
 - 1st Tranche: within 60 days from the date of issue of LOA.
 - 2nd Tranche: To be delivered between 90 days from LOA date.
- All other terms and conditions will be as per Tender document no. CMSS/PROC/NTEP/2022-23/017 and subsequent amendments to it.

Yours faithfully,

GM(Procurement)

Encl: - Annexure A: List of manufacturing license and site address.

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Annexure – V

LONG TERM AGREEMENT (LTA) NO.:CMSS/PROC/NTEP/2022-23/024/LTA/

E- STAMP CERTIFICATE NO.:

LTA Validity: From _____ to _____

TERMS OF AGREEMENT

THIS AGREEMENT made the..... day of, year between Central Medical Services Society, Second Floor, Office at Vishwa Yuvak Kendra Pt. Uma Shankar Dikshit Road, Teen Murti Marg, Chankayapuri, New Delhi-110021 (here in after "the Purchaser") of the one part and (Name of Supplier) of..... (Address and Country of Supplier) (Here in after called "the Supplier") of the other part:

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz;. Supply of items in the Tender Reference No. CMSS/PROC/NTEP/2022-23/024, 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 the Drugs/items in accordance with the terms and conditions of this Agreement.

1. DEFINITIONS

Commencement Date means _____

Expiry Date means _____

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.

Tender means Tender No. Tender No: CMSS/PROC/NTEP/2022-23/024 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 Annexes, however with due consideration of the order of precedence among the LTA and individual Annexes.

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

Purchase Order or Purchase Orders means the order(s) raised by CMSS to purchase Products in specific quantities from the supplier from time to time.

Warranty Period means the period of duration of the warranty or warranties in respect of the Products as provided in Art. 17.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of this Agreement referred to, and they shall be deemed to form and be read and construed as part of this Agreement.

2. 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/NTEP/2022-23/017** 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, Annex 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 bidder 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.

3. PURPOSE OF LTA:

- a. 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.
- b. Brief particulars of the Products or goods which shall be supplied / provided by the Supplier are as under.

Sch. No.	Items Descriptions	Quantity	Unit	Ex-Works	GST (%)	GST (Rs)	Transport & any	Total unit	Grand Total
----------	--------------------	----------	------	----------	---------	----------	-----------------	------------	-------------

				per Unit (Rs.)			other charges (Rs.)	price (all in.) (Rs.)	(Rs)
I									
II									
							Grand Total		

- c. 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.

4. Manufacturing License and Site

License and Site Address:

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

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Annexure - VI**CENTRAL MEDICAL SERVICES SOCIETY**

Ministry of Health & Family Welfare
(Government of India)

Second Floor, Office at VishwaYuvak Kendra,
Pt. Uma Shankar Dikshit Road,
Teen MurtiMarg, Chankayapuri, New Delhi-110021

PURCHASE ORDER**PO No: CMSS/PROC/ NTEP/ 2022-23/PO/024****Dated: _____**

To,

M/s _____

Address: _____

Attn: _____

Phone: _____

Email _____

Subject: Purchase Order for supply of True Nat MTB/RIF Chips**Ref : Long Term Agreement No: CMSS/PROC/NTEP/2022-22/024 dt_____**

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:

Sch. No.	Items Descriptions	Quantity	Unit	Ex-Works per Unit (Rs.)	GST (%)	GST (Rs)	Transport & any other charges (Rs.)	Total unit price (all in.) (Rs.)	Grand Total (Rs)
I									
II									
Grand Total									

- All the Terms & Conditions of the Agreement signed by you on acceptance of your tender are applicable.
- Delivery Period:
 - 1st Tranche: within 60 days from the date of issue of LOA.
 - 2nd Tranche: to be delivered between 90 days from LOA date.
- Manufacturing license as per Annexure A and site address as per Annexure B of this PO.

4. Payment Terms: Within 75 days of supplies in respect of items requiring sterility tests and within 60 days of supplies for other items.

GM (Procurement)

Copy to :

1. General Manager (LSC), CMSS
2. General Manager (QA), CMSS
3. Asst. General Manager (Finance), CMSS
4. All Consignees (CMSS Warehouses) concerned.

Annexure A to PO No:

Supplier: M/s

Annexure - A

CONSIGNEE LIST

Sr. No.	Item Description	Consignee Location	Consignee Address	Quantity	UOM	Remarks

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Annexure -VII**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 **attach the original cancelled cheque** 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 Seal

Signature

Place:

(Name of the person
signing& designation)

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

Bank Seal with address.
authorized

Signature of the
official of the bank.

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Annexure-VIII**PRICE -BID****CENTRAL MEDICAL SERVICES SOCIETY
NEW DELHI - 110021****TENDER FOR RATE AGREEMENT OF True Nat MTB/RIF Chips FOR THE YEAR 2022-23**

Schedule of price bid in the form of BOQ_XXXX.xls uploaded online.

(Below sheet is only for reference)

Tender Inviting Authority: DG & CEO, CMSS

Name of Work: TENDER FOR SUPPLY OF TRUE NAT Machine and RIF/MTB Chips

Tender No: CMSS/PROC/2019-20/RNTCP/013

Bidder
Name :**PRICE SCHEDULE**

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only.)

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	TEXT	NUMBER #	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER #	NUMBER	NUMBER
Sl. No.	Name of the Item	Quantity In Tender	Units	HSN Code	Quantity Offered	EX Works price per unit with 1 year warranty in Rs.	GST (in %)	GST (in Rs.)	Transportation and any Other Charges in Rs. (Till Consignee Locations) on DDP basis. All Inclusive and firm & fixed	Additional warranty for 1st year after completion of warranty (All Inclusive)	Additional warranty for 2nd year after completion of warranty (All Inclusive)	Additional warranty for 3rd year after completion of warranty (All Inclusive)	Additional warranty for 4th year after completion of warranty (All Inclusive)	Total Unit Price With GST (in Rs.) (Col 7+ Col 9 + Col 10+ Col11 +Col12 +Col13 +Col14)
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1.01	TrueNat Bed Time Micro PCR/RT-PCR system (DUO) With 1 year warranty		Nos.					₹ 0.0000						₹ 0.0000
1.02	TrueNat Micro PCR/Ki-PCR Chips NTU (with 20% Bio Chips)- 50,76,000 MPE Chips with 11,91,000 Microstream Chips (For Sealed use)	1,112	Nos.					₹ 0.0000						₹ 0.0000

Note:

1. List of CMSS warehouses as **per Annexure-I**.
2. Details of weight, volume and dimensions of shipping cartons and intermediate cartons may be provided as an additional annex to this form.

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Security Bank Guarantee (Format)

_____ *[insert: Bank's Name, and Address of Issuing Branch or Office]*

Beneficiary: _____ *[insert: Name and Address of Purchaser]*

Date: _____

PERFORMANCE GUARANTEE No.: _____

We have been informed that *[insert: name of Supplier]* (hereinafter called "the Supplier") has received a Letter of Acceptance No. *[insert: reference number of the Letter of Acceptance]* dated _____ for entering into a Rate Agreement with you, for the supply of *[insert: description of goods]*

Furthermore, we understand that, according to the conditions of the Tender, a performance guarantee is required post acceptance of letter of Acceptance.

At the request of the Supplier, we *[insert: name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert: amount in figures]* (____) *[insert: amount in words]*¹ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation(s) under the Tender, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than the ____ day of _____, 2____, ² and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[signature(s)]

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."

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Annexure-X**Instructions for Online Bid Submission:**

The bidders 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 bidders 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: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders 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 bidders 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 / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR BID DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active bids by several parameters. These parameters could include Bid ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for bids, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a bid published on the CPP Portal.
- 2) Once the bidders have selected the bids they are interested in, they may download the required documents / bid schedules. These bids can be moved to the respective ‘My Bids’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the bid document.
- 3) The bidder should make a note of the unique Bid ID assigned to each bid, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the bid document before submitting their bids.
- 2) Please go through the bid advertisement and the bid 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) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the bid document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi 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 bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be 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) Bidder 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. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the bid document.
- 3) Bidder has to select the payment option as "offline" to pay the bid fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the bid 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 bid 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) Bidders 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 bid document, then the same is to be downloaded and to be filled by all the bidders. Bidders 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 bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the

bidders, opening of bids etc. The bidders should follow this time during bid submission.

- 7) All the documents being submitted by the bidders 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 Layer 128 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 asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded bid documents become readable only after the bid opening by the authorized bid openers.
- 7) The uploaded bid documents become readable only after the bid opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (ie 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 with all other relevant details.
- 9) 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 BIDDERS

- 1) Any queries relating to the bid document and the terms and conditions contained therein should be addressed to the Bid Inviting Authority for a bid or the relevant contact person indicated in the bid.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk Ph.:0120-4200462, 0120-4001002.Mobile : 91 8826246593

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No Deviation Certificate

Item Name:

This is to certify that the quoted item by our firm, M/sis as per the given technical specifications in the tender document and there is no deviation in relation to any conditions/requirements specified in the tender document.

Signature/Signatures (with Stamp)

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Annexure XII**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 authorise 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 your 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 tender 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*] [*Signature with date, name and designation*]
for and on behalf of Messrs _____ for and on behalf of Messrs _____
[*Name & address of the manufacturers*] [*Name & address of the bidder*]

- Note: 1. 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.
2. Original letter shall be submitted at the time of signing the contract; scanned copy to be uploaded at the e-procurement site.
3. Manufacturer is solely responsible for providing the continuing warranty/CMC service for the approved stipulated period.

Annexure -XIII

PAC Certificate

Annexure 6: Proprietary Article Certificate
(Refer Para 4.6.1)

Valid for the Financial Year (2022-23)

File Number and Date Reference		File No Z-28015/54/2020-TB
1	Description of article	Truenat MTB micro PCR/RTPCR Chips
2	Forecast of quantity / annual requirement	30,00,000MTB chips (with 20% RIF Chips)
3	Approximate estimated value for above quantity	INR.1,65,00,00,000/-
4	Maker's name and address	M/s. Molbio Diagnostics Private Limited
5	Name(s) of authorized dealers /stockists	Not Applicable
6	I approve the above purchase on PAC basis 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 inform (a) by ticking it – without which PAC certificate will be invalid.	
6(a)	This is the only firm who is manufacturing/stocking this item. AND	<input checked="" type="checkbox"/>
6(b)	A similar article is not manufactured /sold by any other firm, which could be used in lieuOR	<input checked="" type="checkbox"/>
6(c-1)	No other make/brand will be suitable for following tangible reasons (like OEM/warranty spares) : OR	<input checked="" type="checkbox"/>
6(c-2)	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	<input checked="" type="checkbox"/>
7	Reference of concurrence of finance wing to the proposal:	CD No.1897 dated 11.11.2022

History of PAC purchases of this item for past three years may be given below			
Name of the Supplier	Order/Tender Reference & Date	Quantity Ordered	Basic Rate on Order (Rs.)
			Adverse Performance Reported if any
	PO CMSS/PROC/2019-20/RNTCP/013/185 Dated 17.03.2021	11,72,000 MTB chips (with 20% RIF Chips free of cost)	INR.72,19,52,000/-
			-

Approval of the competent authority vide: **Note 94, File NoZ-28015/54/2020-TB**

(Signature with date and designation of the indenting officer)

(डॉ. आलोक माथुर)
(Dr. Alok Mathur)
 अतिरिक्त उप महानिदेशक (टीबी)
 Addl. Deputy Director General (TB)
 केंद्रीय टीबी प्रभाग, स्वास्थ्य एवं परिवार कल्याण मंत्रालय
 Central TB Division, Ministry of Health & Family Welfare
 भारत सरकार / Govt. of India
 निर्माण संख्या: नई दिल्ली-110011
 Nirman Number: New Delhi-110011

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Annexure XIV
CONSIGNEE RECEIPT CERTIFICATE

(To be given by consignee's authorized representative)

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

- 1) Contract / P.O No. & date:_____
- 2) Supplier's Name:_____
- 3) Consignee's Name & Address with telephone No. & Fax No. : _____

- 4) Name of the item supplied:_____
- 5) Quantity Supplied:_____
- 6) Date of Receipt by the Consignee:_____
- 7) Site Readiness status confirm by the Consignee:_____
- 8) Name and designation of Authorized Representative of Consignee :_____
- 9) Signature of Authorized Representative of Consignee with date:_____
- 10) Counter Signed by Director/MS/Dean of the concerned Hospital/Institute:_____
- 11) Seal of the Consignee:_____

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Annexure XV**Performa of Final Acceptance Certificate by the Consignee**

No _____ Date _____

To

M/s _____

Subject: Certificate of commissioning of equipment/plant.

This is to certify that the equipment(s)/plant(s) as detailed below has/have been received in good conditions along with all the standard and special accessories and a set of spares (subject to remarks in Para no.02) in accordance with the contract/technical specifications. The same has been installed and commissioned.

- (a) Contract No. _____ dated _____
- (b) Description of the equipment(s)/plants: _____
- (c) Equipment(s)/ plant(s) nos.: _____
- (d) Quantity: _____
- (e) Bill of Loading/Air Way Bill/Railway Receipt/ Goods Consignment Note no. _____ dated _____
- (f) Name of the vessel/Transporters: _____
- (g) Name of the Consignee: _____
- (h) Date of Installation/ commissioning and proving test: _____

Details of accessories/spares not yet supplied and recoveries to be made on that account.

Sl. No.	Description of Item	Quantity	Amount to be recovered

The proving test has been done to our entire satisfaction and operators have been trained to operate the equipment(s)/plant(s).

The supplier has fulfilled its contractual obligations satisfactorily or

The supplier has failed to fulfil its contractual obligations with regard to the following:

- a) **He has not adhered to the time schedule specified in the contract in dispatching the documents/ drawings pursuant to 'Technical Specifications'.**

- b) **He has not supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the period specified in the contract from date of intimation by the TIA/Consignee in respect of the installation of the equipment(s)/plant(s).**
- c) **The supplier as specified in the contract has not done training of personnel.**

The extent of delay for each of the activities to be performed by the supplier in terms of the contract is

The amount of recovery on account of non-supply of accessories and spares is given under Para no.02.

The amount of recovery on account of failure of the supplier to meet his contractual obligations is_____ (here indicate the amount).

(Signature)

(Name)

(Designation with stamp)

*(Counter Signed by Director/MS/Dean
of the concerned Hospital/Institute)*

Explanatory notes for filling up the certificate:

- i) **He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specification'.**
- ii) **He has supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the time specified in the contract from date of intimation by the TIA/Consignee in respect of the installation of the equipment(s)/plant(s).**
- iii) **Training of personnel has been done by the supplier as specified in the contract.**
- iv) **In the event of documents/drawings having not been supplied or installation and commissioning of the equipment(s)/plant(s) having been delayed on account of the supplier, the extent of delay should always be mentioned in clear terms.**

No Deviation Certificate

This is to certify that the product(s) quoted_____ by our firm, M/s. _____ is as per the given technical specifications in the tender document & there is no deviation in relation to any conditions/requirements specified in the tender document.

Signature (with Stamp)

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)

Annexure-XVII**Format of Local Content Declaration**

Tender Reference No:

Date:

I _____, S/o, D/o, W/o _____, Resident of _____ do hereby solemnly affirms and declares as under:-

The local content is ____% for the _____ (quoted item of M/s _____).

That I on behalf of M/s _____ will agree to abide by the terms and conditions of the Ministry of Chemicals & Fertilizers, DOP, Government of India issued vide notification no. **31026/65/2020-MD dated 30.12.2020** and DPIIT order no. P- 45021/2/2017- PPBE- II dated 16.09.2020 and calculations for local content have been done in accordance with Sr. No. 1 of DOP order no. **31026/65/2020-MD dated 30.12.2020**.

That the information furnished hereinafter is correct to best of my knowledge and belief and I on behalf of M/s _____ undertake to produce relevant records before the procuring entity or any authority so nominated by the Department of Pharmaceuticals, Government of India for the purpose of assessing the local content.

(Name of Firm/ Entity)

Authorized Signatory/ Statutory Auditor/ Chartered Accountant
(with Company Seal/Stamp)
(Refer Clause **3 of DPIIT** Order dtd. **30.12.2020**)

Annexure-XVIII**UNDERTAKING**
(On Company's Letter Head)

We, (name of bidder), having offices at

.....are participating in Bid No.

..... Dated.....

We equivocally and irrevocably undertake that,

- i) Compliance of DOE, MOF order No. 6/18/2019 – PPD dated:- 23.07.2020 or any other subsequent revised order in said matter.
- ii) Compliance of Public Procurement Order 2017- revision, issued vide No. P-45021/2017-PP (BE-II) Dated:- 16/9/2020 or any other subsequent revised order in said matter.

If at any stage of tendering process, non-compliance of above orders - observed/found we will be liable for stringent actions as per the tender terms and condition including suspension/debarment from any bidding in CMSS/MoHFW tenders for two years.

M/s _____

Witness

For Self and Firm/Company Limited

1.

Signature & Seal of company

Annexure XIX**DETAILS OF E.M.D. TO BE SUBMITTED**

We herewith submit the E.M.D. of Rs._____ in the form of RTGS/ NEFT/DD/ FDR/Bank Guarantee/Security Bonds vide document Ref. No._____ Dated: _____ Bank: _____ in favour of Central Medical Services Society for the following items of TESTING KITS:

Sch. No.	Name of the product	UOM	Amount of EMD Payable (in INR) for 100% quantity
I	TrueNat MTB/RIF Chips	As per Annexure I	3,69,60,000