

**CENTRAL MEDICAL SERVICES SOCIETY (CMSS)**  
**(An Autonomous Body under Ministry of Health & Family Welfare, GoI)**  
2nd Floor, VishwaYuvak Kendra, Pt. Uma Shankar Dikshit Marg,  
Teen Murti Road, Chanakyapuri, New Delhi -110021  
**Website: [www.cmss.gov.in](http://www.cmss.gov.in)**

**ONLINE TENDERS ARE INVITED FOR EMPANELMENT OF TRANSPORTERS/LOGISTICS  
SERVICE PROVIDER FOR TRANSPORTATION OF DRUGS AND OTHER HEALTH SECTOR  
GOODS FOR A PERIOD OF ONE YEAR FROM CMSS CHANDIGARH WAREHOUSE**

**NOTICE INVITING TENDER**

Online tenders are invited from reputed Transporters/Logistics Service provider for transportation of Drugs and other Health Sector Goods for a period of one year from CMSS Chandigarh Warehouse to various destinations from time to time on as and when required basis. Interested bidders may download the detailed bidding documents, Scope of Work etc. from [GeM](http://GeM). Bid document is also available at [www.cmss.gov.in](http://www.cmss.gov.in).

**Bid Reference: -** CMSS/LSC/TRANSPORT TENDER/CHANDIGARH/2023

**GEM Bid No.:-** GEM/2023/B/3479639

Tender documents may be downloaded from GeM as per the schedule given in critical date sheet as under:

**CRITICALDATE SHEET**

1	Tender Published Date and Time	23-05-2023
2	Tender Download, Bid Submission Start Date And Time	23-05-2023
3	Pre Bid Meeting date ,time & venue	26-05-2023, 11:00 AM Conference Hall, CMSS, 2nd Floor, Vishwa Yuvak Kendra, Pt. Uma Shankar Dikshit Marg, Teen Murti Road, Opp. Police Station, Chanakyapuri, New Delhi – 110021 Those who cannot come to the venue for Pre-Bid may attend the meeting online. The link is as below:- <a href="https://us06web.zoom.us/j/89640469434">https://us06web.zoom.us/j/89640469434</a>
4	Tender Download End, Bid Submission End Date and Time	13-06-2023, 3:00 PM
5	Last date to submit Original Documents	13-06-2023, 3:00 PM
6	Technical Bid Opening Date, Time & venue	13-06-2023, 3:30 PM Conference Hall, CMSS, 2nd Floor, Vishwa Yuvak Kendra, Pt. Uma Shankar Dikshit Marg, Teen Murti Road, Opp. Police Station, Chanakyapuri, New Delhi - 110021

1. Bidder/Transporters are advised to follow the instructions provided in the Instructions to the Tenderer for the submission of the technical and price bids is required to be submitted on GeM within prescribed date and time.
2. **As per directives of GOI, the custom bid is published on GeM Portal. In case of any contradiction in terms and conditions of GeM bid, the clauses of the tender document (upload in Buyer Added Bid specific Terms and Conditions) shall prevail.**

3. Address for Communication:

- a) Central Medical Services Society, 2nd Floor, Vishwa Yuvak Kendra, Pt. Uma Shankar Dikshit Marg, Teen Murti Road, Opp. Police Station, Chanakyapuri, New Delhi- 110 021(India).
- b) CMSS Chandigarh Warehouse, Ground Floor, Warehouse No. B014/3433, Godown Area. 35 Feet Road, Village Bhabat, Thana Zirakpur, SAS NAGAR, Punjab Pin- 140603

## **INSTRUCTIONS FOR TENDERER & GENERAL CONDITIONS**

1. Interested bidders may participate in the tender only through GeM portal by uploading all mandatory documents/technical bid along with financial bid as per tender document terms & conditions.
2. Interested bidders may obtain any clarification regarding tender documents at the office of the
  - a. General Manager (Logistics & Supply Chain), Central Medical Services Society, 2<sup>nd</sup> Floor, Vishwa Yuvak Kendra, Pt. Uma Shankar Dikshit Marg, Teen Murti Road, Opp. Police Station, Chanakyapuri, New Delhi -110021 (India), Phone: 011-011-21410905/6, Fax: 011-011-21410849, Email Id – gmlogistics@cmss.gov.in
3. Central Medical Services Society reserves the right to reject any or all tender process without assigning any reason thereof at any stage
4. Late/delayed tenders will not be accepted under any circumstances after the due date and time of submission of tender.
5. Conditional Bids will be rejected.
6. Corrigendum (if any) will be uploaded on GeM Portal and all prospective bidders are requested to see the GeM website regularly for any update.
7. Not more than one tender shall be submitted by one bidder or bidders having business relationships.
8. CMSS will not send any corrigendum/ pre-bid meeting to any bidders through emails/any medium, the same will be uploaded on GeM Portal only.

### **9. ELIGIBILITY CRITERIA**

- a. Should be Partnership/Proprietor/Registered firm/LLP.
- b. Should have PAN issued by the income Tax Authority and submit photocopy of the same in the technical document.
- c. Should mention GST No. And submit photocopy of the same in the technical document.
- d. Should have Annual Turnover of more than INR 25,00,000/- in any of last three financial years i.e., 2019-20, 2020-21, 2021-22. Certificate from Chartered Accountant.
- e. One past order for having provided vehicle/s to any state/Central Government/ or any other private organization in last three (03) years before the date of tender opening.
- f. **Bidder must give an undertaking on their letter head** that his/their firm has not been debarred/blacklisted by Ministry of Health and Family Welfare, Govt. of India and Dept. of Expenditure, Govt. of India in accordance with Department of Expenditure, Ministry of Finance, GOI vide OM No: F.1/20/2018/PPD dtd. 02.11.2021 in last 2 years. Should neither be convicted by any court of law nor be blacklisted/ debarred on financial/administrative/techno-legal ground by any appropriate authority. A declaration regarding this should be submitted in letter head of the company in format prescribed at **Annexure C**. The bidder should not be involved in any criminal or civil suit. If so, then detail so fall such suit should be submitted. Tender committee of CMSS reserves the right to consider/ not consider any offer based on gravity/implication of suits pending against the bidder.
- g. Complete tender duly signed and stamped by the authorized signatory shall be submitted including corrigendum if any.
- h. Bidder must give an undertaking on their company letter head as prescribed at Annexure D, regarding RCM (Reverse Charge Mechanism).
- i. Documentary proof for each item above i.e. "a" to "h" must be furnished with the tender document, in absence of any of the above will render the bidder ineligible.

### **10. EARNEST MONEY/PERFORMANCE SECURITY**

- a. Each Bidder should deposit Rs.10,000/- (Rupees Ten Thousand only) as Earnest money Deposit (EMD) in the form of NEFT/RTGS/Demand draft drawn in favor of Central Medical Services Society. Tender without the above EMD the bidders bid will be summarily rejected.

The account details are as follows:

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. The Earnest Money Deposit (EMD) Rs. 10,000/- furnished by all unsuccessful bidders will be returned as early as possible and will also be refunded to the successful bidder (Transporter/Logistics Services Provider) after furnishing Demand Draft of Rs. 25,000/- (Rupees Twenty Five Thousand Only) as Performance Security.
- c. Within 14 days from the date of intimation of award of contract/Purchase Order/Letter of Award of Contract, the successful bidder (Transporter/Logistics Services Provider) should furnish a Demand Draft of Rs. 25,000/- (Rupees Twenty-Five Thousand only) in favor of Central Medical Service Society, Payable at New Delhi as Performance Security Deposit. In case Transporter fails to submit the Demand Draft, the EMD submitted by the respective bidder will be forfeited and punitive action shall be taken against the transporter including blacklisting.
- d. The performance security will be refunded within 90 days after successful completion of contract to the transport service provider. The CMSS will pay no interest on bid security or performance security amount.

• **EXEMPTION FROM PAYMENT OF EARNEST MONEY DEPOSIT TO MSME (MICRO & SMALL ENTERPRISES)**

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.
- b) Vide notification no. O.M No. 2/1(5)/2019 - P&G/Policy (pt.IV) dated 06.08.2020, Clarification on existing Entrepreneurs Memorandum (EM) Part-III Udyog Aadhaar Memorandum (UAM) New Udyam Registration-regarding will also be apply.

**11. SCOPE OF WORK**

- a. The Transporters/Logistics Service provider shall be liable to transport and deliver/hand over the stores/goods in good condition to the Consignee/Indenter at the specified place and within the specified time schedule and also to collect the proper acknowledgement for such delivery of store from the Indenter/Consignee. Loading and unloading of the goods at CMSS as well as consignee location shall be liability of transporters/logistics services provider.
- b. The Transporter shall be liable for shortage, damage, theft or any kind of loss whatsoever may be the reason.
- c. If the transporters failed to deliver the Store/Goods to the Consignee/Indenter in good condition within the specified time schedule, the Transporter shall be liable to pay the entire cost of such store to the CMSS Authority. The same has to be certified by the Warehouse Manager regarding the delay in shipment of goods. The recovery of cost of stores to be worked out by the GM-Logistics and Supply Chain, CMSS New Delhi and his decision is final and binding.

**12. SUBMISSION OF BIDS**

- a. Bids will be submitted in two packets (Technical and Financial) on the GeM portal.
- b. All original documents in lieu of EMD/Notarized undertaking by MSE companies for exemption of EMD in physical form is to be deposited with Technical Bid & as per the date described in critical sheet. Failure to deposit the original in lieu of EMD by the specific date shall result in rejection of bid summarily.
- c. The technical & financial bid document shall be signed by Authorised signatory and the document establishing the authority of authorised signatory i.e., power of attorney, board resolution, etc shall be provided. In case proprietor himself/herself signing the bid, the power of attorney/board resolution etc. is not required.
- d. The financial bid shall be valid for a period of 120 days from the date of opening of Technical Bid and prior to the expiry of the bid validity; the Tender Inviting Authority may request the Tenderers to extend the bid validity for such further period as deemed fit.
- e. 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 such bids. Purchaser in its discretion may

decide to forfeit EMD of such bidders and black list or debar these bidders for a period of two years besides taking other punitive measures. Decision of purchaser in this regard shall be final and binding.

### **13. RATE & PAYMENT OF BILL**

- a. Rate offered shall be valid for one year from the date of agreement. It can be further one year extendable upon mutual commitment of both CMSS and transporter/logistic services providers.
- b. On successful completion of each transportation order, the transporter will submit the following documents in two hard copies signed & stamped by authorized signatory of transporter to respective CMSS warehouse for payment:-
  - i. Order copy/requirement of vehicle from CMSS warehouse.
  - ii. Original bill with clearly mentioning order no. with date, type of vehicle, and delivery details.
  - iii. Proper Proof of Delivery (either in consignee acknowledgement or receiving on billty) in original. POD (Proof of Delivery) must be signed & stamped by the consignee
  - iv. Colour/Black & white photograph of vehicle during full loading of materials with clearly reflecting material, vehicle type and vehicle registration number. During photography, time & date should be ON in the camera so that date & time should be clearly print automatically & visible on the photograph.

In case bill is not supported by any of above document, it will not be considered for payment.

- c. TDS (as applicable under the rules) will be recovered at source from all bills/payment and certificate for such recovery will be issued in due course.
- d. If there is a delay in stipulated delivery time payment will be done as per the delay delivery clause- Penalty Clause.
- e. If the deliveries are received in damaged condition payments will be made as per Transit/damage clause.
- f. Bills to be submitted at respective warehouses by transporter with complete documents listed above at point b including signed and stamped copy of POD and other relevant documents within 30 days from the date of work order/completion of work order. Payment of bills will be made within 60 days from the date of receipt of bills (with all requisite documents) at the CMSS Warehouse Office.
- g. No advance payment towards any deliveries will be made.
- h. No extra payment will be made for part delivery.
- i. Payment shall be made in Indian Rupees on submission of hard copy of duly signed 2 copies of invoice showing contract number, item, description, quantities, destination and total amount. Hardcopies of the invoice shall be submitted at respective warehouse to Warehouse Manager.

### **13. HANDING OVER OF STORES TO THE TRANSPORTER BY CMSS**

- a. Mode of handing over of store for transportation will be decided by the CMSS Authority. No request or interference of the transporter for the above will be entertained at any circumstances.
- b. The store/goods will be handed over to the Transporter/Authorized representative of the transporter for delivery from the CMSS Warehouse.
- c. Stores are to be transported in closed body or fully (100%) covered vehicle, protected from sunlight, rain, and extreme of temperature to avoid damage to medical stores/ drugs. The transporter or his authorized representative must attend the respective CMSS Warehouse within Two (2) days of issuing work order and in case it is holiday, next working day should be taken into consideration to collect instruction of delivery and relevant documents to lift store from time to time. The transporter may also keep close contact over phone with respective CMSS Warehouse.
- d. Instruction to provide truck/vehicle will be given to the Transporter over email/SMS/WHATSAPP by the warehouse and it will be the responsibility of the transporter/authorized representative of the transporter to collect the stores from the officer-in -charge and no plea regarding non-receipt of intimation/requisition will be entertained in any circumstances.
- e. The transport truck should be provided / placed by the transporter to lift the store from CMSS, Warehouse within two days (2 Days) from the date of issue of instruction or requisition of the respective CMSS Warehouse or CMSS Head Office. If the transporter fails to place/provide truck within two days (2 Days) without valid reason, then penalty will be imposed as per Penalty Clause.
- f. If the transporter fails to place/provide truck/vehicle within two days from the date of instruction/requisition to lift store, the work will be carried out through other agency and rate

difference will be recovered from defaulter transporter including penalty due to non-lifting of stores.

- g. Transporter will ensure that consignments are delivered to the nominated person only. Delivery to any wrong person will be the sole responsibility of transporter and the cost of material shall be recovered from the transporter and no payment of such bills will be made by CMSS.
- h. No octroi charges are applicable for Govt. Stores. Permissions (if any) required from traffic police authority etc., the same has to be arranged by the transporter.

#### **14. DELIVERY OF STORES**

- a. The Transporter should deliver the store in good condition in shortest period from date of lifting of stock from CMSS Warehouse and will collect the proper acknowledgement/receipt of delivery from the Consignee/Indenter i.e. obtain a clear receipt of store, total no. of Cartons and each Truck registration No. which contain the store and must have signature and date of receiving with stamp of consignee.
- b. Intimation of delivery of store should be made in writing within two to five days (depending upon the distance) from the date of delivery and relevant documents of such acknowledgement of delivery of store to be handed over to the officer of CMSS Warehouse within next Five (5) days from the date of request/acknowledgement of store by the consignee.
- c. In case the transporter failed to submit intimation or acknowledgement within the above stipulated period without any valid and accepted reason, he shall be liable for Penalty as per 'Penalty Clause'.

#### **15. TRANSIT DAMAGE/LOSES**

It is expected by CMSS, New Delhi that the transporters will take utmost care to deliver the goods to the consignee without any damage/shortage or losses. Neither shall they make deliveries in part nor they can refuse to deliver the consignment. In case of any reported damage/shortage /losses /missing and non-delivery of the consignment, CMSS, New Delhi may recover the cost towards such damage/shortage /losses /missing and non-delivery from the transporters. It may be recovered from pending bills /credit balance or security deposit or any other sum, which is due to them irrespective of any insurance linkup/settlement.

#### **16. ROAD ACCIDENT**

In case of road accident, the transporter should require to keep CMSS informed in writing on immediate priority. They should also report to nearest police station, lodge an FIR (panchnama). Making arrangement for the appointment of surveyor and survey. Documentary evidences related to accident photograph, copy of FIR/Panchnama should be handed over to CMSS within one weeks of the incident. It is also the responsibility of the transporter to take all precaution and preventive measure to ensure the least damage to the material and transferring the shipment on route to consignee location. In case of accident took place during the transfer of shipment, as it is not permitted, CMSS reserves the right to penalize the transporter by effecting deductions to cover up cost/implication of damages from the existing/future bills and other forms of securities held by the CMSS. Only in case of delays due to accident/Act of God/break down of vehicle (not regularly) may be considered on case to case basis after evaluation at CMSS.

#### **PROCEDURAL STEPS FOR THE ROAD ACCIDENT**

- a. The transporter will inform the police in writing and immediately inform to CMSS by any possible medium of communication fax/telephone/email enclosing copy of FIR.
- b. The transporter will take the immediate steps on war foot to protect the material from theft/pilferage or damage at the site of accident.
- c. Material should be immediately transported to the consignee location through alternative truck.
- d. Damaged material should be handed over to consignee, to be surveyed later on.
- e. A detailed Panchnama /FIR should be made and the copies should be hand over to CMSS. In no case documentary evidences/Panchnama/FIR will absolve the transporter from its responsibility and liability on account of damage/loss of material and CMSS has the right to deal the every case on the individual merit.
- f. Transporter may insure the material by transit insurance for the safely transit of stores/goods from the warehouse to respective consignee locations.

It is not a mandatory condition for this tender. This may be a step which transporter/ logistics services provider can take. By this step they may get support from the insurance company in case of any loss/damage/missing (as mentioned in clause number 15 of the bid document) in supply of goods during transportation/ loading / unloading.

#### **17. PENALTY CLAUSE**

In case the transporter fails to deliver/lift the store in good condition within the above specified time schedule as stated in point no. 13 & 14 (under the heads handing over of stores to the transporter by CMSS and Delivery of Store) or non-compliance of any conditions as mentioned in point no. 18 (under the head Other Conditions), he shall be liable to pay compensation for delay Rs. 1000/- per day delay. This amount of penalty will be deducted from submitted performance security or pending bills of the service provider. Beyond the delay of 3 days, order will be considered cancel and other vehicle shall be deployed at the risk and cost of the empanelled transporter. The agreement between the CMSS and the service provider will be cancelled/ terminated if there are 5 such delays by the service provider and in such a case the PBG of the Transporter(s) will be forfeited and punitive action will also be taken.

#### **18. OTHER CONDITIONS:**

- a. In case of repeated delay by the transporter for performing/underperforming the job of transportation or bad Workmanship, the agreement for transportation of store will be rescinded/terminated by CMSS. In such case work of Transportation will be carried out through other agency at the risk and cost of the Authorized Transporter and the difference of cost of transportation charges will be recovered from Authorized Transporters Bank Guarantee/Pending Bills. The decision is final and binding to the transporter.
- b. In case vehicle detained at loading, unloading point or any check post, CMSS is not liable to bear any detention charge.
- c. No trans-shipment will be allowed, Stores have to be delivered by same vehicle/Truck whatsoever in which the stores are loaded. In case of any dispute in respect of above, payment shall not be made.
- d. If consignment is planned to be delivered to a new station, rates will be decided on the basis of rates applicable (in our contract) for the nearest equivalent station (distance wise).
- e. The transporter has to unload and deliver the goods to the consignees as per their requirements and shall not charge any amount for same from consignee.
- f. For some locations, unloading may be done on 2<sup>nd</sup> or 3<sup>rd</sup> floor at consignee's premises. The transporters/bidders may understand (**present conditions**) regarding that from concerned warehouse. Detail of warehouse in-charge mentioned on the NIT of tender document. Also, current list of delivery location with approximate distance from CMSS Warehouse as prescribed in **Annexure -F.**
- g. The transporter has to provide sufficient manpower for loading and unloading the consignments at the Store/godown of the consignees as per their requirements.
- h. "DOOR DELIVERY" will be made for all the consignments for each station/depots where the transporter is unable to arrange door delivery because of Traffic regulations for heavy vehicles in the area, the transporter shall arrange door delivery by alternate means with no extra cost.
- i. The trucks should also comply with prevailing statutory requirements as notified by Central /State Government Authorities.
- j. Bidders are free to bid for all or any one of the Vehicle and also for any one or all distances mentioned in the price bid.
- k. CMSS reserves the right to accept the bids of different bidders for different vehicle types and different distance slabs mentioned in the price bid document. The mode of selection of the bid will be the lowest rates i.e. L1 for that category of vehicle and distance mentioned.
- l. CMSS reserves the right to match L2 price with respective L1 price(s) and work may be awarded to such matched L1 bidder(s) if need arises.
- m. Material has to be shifted upto prescribed racks at warehouse placed.
- n. CMSS will not be liable for any issues (like truck union, labour union, etc). The same has to be arranged/handled by the transporter/logistics service provider. On demand of transporter/logistics services provider, a letter stating about their agreement with CMSS may be issued to them.

#### **19. NO REVISION/CORRECTION OF RATES**

Once the rates are quoted and accepted, there will be binding on the bidder for the full contract period (one year) & extended period of one year and any increase in the price will not be considered till the completion of this contract period.

**20. STATUTORY AND OTHER RELATED OBLIGATIONS/PROVISIONS:**

- a. The Transporter/Contractor must comply with all statutory provisions relating to his trade/business /profession including his own employees or employees engaged by transporter and CMSS shall not be responsible for his omission/commission. Further, the transporter undertakes to abide by the provision of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 in as much as the "Road Motor Transport Establishments" in the list of Non-Factory Industries to which the EPF Act has been made applicable, is a class of establishments notified at item no. (4) of Appendix-I of EPF and Maharashtra Act, 1952 and as such the transporter shall ensure appropriate coverage of the TT Crew under the said Act and keep the CMSS indemnified for any non-compliance by the transporter.
- b. The Transporter shall, for the purpose of carrying out the activities mentioned in this Agreement, employ or engage their own personnel having valid heavy vehicle driving license and will comply with all other provisions of law as applicable in respect of such driver/crew member or employee. None of such employees of the Transporter shall claim any wage, compensation or any other sum from the CMSS in any circumstances whatsoever.
- c. The Contractor(s) shall observe and comply with the requirements of the Minimum Wages Act, the ESI Act, PF and all other Industrial / Labour legislation's for the time being in force or may later be brought into force governing the relationship between the employer and the employees and also under take to hold the CMSS indemnified against all claims payments, losses that the CMSS may have to make or suffer on account thereof.
- d. The Transporter(s) will accept liability of payment of compensation in accordance with the provisions of the Workmen's Compensation Act, 1923, read with the ESI Act 1948 or amendments thereafter for personal injury caused to any workmen by accident arising out of and in the course of his employment by the Transporter(s) in the discharge of the Transporter(s) obligations under the Agreement. The Transporter(s) will indemnify the CMSS and keep indemnified from and against all payments by way of compensation or otherwise which the CMSS in connection with, any claim preferred by such workmen and/or against all actions, claims and demands whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third party, person caused by the Transporter(s) their workmen, servants and agents.
- e. If for any reason whatsoever, the CMSS is made to pay any amount to such employees of the Transporter, the Transporter agrees to indemnify the CMSS from any such claim, including the expenses which the CMSS may incur in defending such claim.
- f. The Transporter(s) and his/her/their men shall abide by the Rules and Regulations when they are within the CMSS's premises and will abide by all applicable rules and regulations for the entire period of the transportation of the CMSS's product.
- g. The Transporter(s) will indemnify the CMSS against the consequences arising out of his/her/their workmen's/servants/agent's default or negligence or violation or non-adherence to Municipal / State/Central Acts relating to the carriage of goods. Should the CMSS be held liable for any loss, damage or compensation to any party arising from or in relation to the transport operation under this agreement such loss, damage or compensation shall be reimbursed by the Transporter(s) to the CMSS together with the cost incurred on any legal proceedings pertaining thereto. The Transporter(s) shall whenever required by the CMSS or Governments official authorized under law, produce for inspection all forms, registers and other papers required to be maintained under the various statutes.
- h. The Transporter shall remain at all times liable to the CMSS for any loss or damage caused to any building, Plant machinery or the property of the CMSS due to careless, negligent, inexperienced act or default of the Transporter, his/their agents, representative or employees. The CMSS shall be entitled to deduct from the amounts payable to the Transporter under this Agreement or otherwise the loss or damages so suffered.
- i. The Transporter will be liable for any loss and/or injury to CMSS's employee due to careless, negligent, wrongful act or default of the Transporter, his/their representatives or employees in carrying out the job under this contract. The Transporter will make good to the CMSS any loss whatsoever suffered by the CMSS, including but not limiting to the loss arising from:
  1. The confiscation by the Government or local authorities of any quantities of the said products



- delivered to the Transporter(s) for transporting and
2. Loading/ unloading or in transit for reasons other than the acts of God, riots or civil commotion.
- j. If anyway any injury or any incident or any accident occurs with labour, then Transporter is responsible for that. CMSS will not pay any amount to transporter/labour if such case happens.
  - k. The vehicle provided by transporter must have:-
    1. Valid driving license of the driver who will drive that vehicle.
    2. Valid Registration Certificate (R.C.) of vehicle.
    3. Valid Insurance Certificate of vehicle.
    4. Valid fitness Certificate of vehicle.
  - o. The liability of proving that any loss or damage caused by any accident of fire resulting from the acts of God is solely upon the Transporter.
  - p. Under no circumstances the CMSS shall be liable to compensate the Transporter for any loss or damage caused to the contracted trucks unless such loss or damage has been caused for any willful or intentional act committed by the CMSS.
  - q. If before the tender/offer is accepted or during the validity of the tender/contract, it comes to the knowledge of the CMSS that the information/documents submitted by the Tenderer/Transporter at the time of Tender submission/contract/during the pendency of the contract, is wrong/false/fake/forged/any material facts have been concealed, the CMSS reserve the right to not only reject such offer received and/or terminate the Contract but would also be free to take any action which may include blacklisting.

## **21. DISPUTE SETTLEMENT**

If any dispute arise out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred by the Parties to the DG & CEO, CENTRAL MEDICAL SERVICES SOCIETY, New Delhi, who will appoint his senior most deputy or the Head of the Department as the Sole Arbitrator of the dispute who will not be related to this contract and dispute should dissolve in accordance with the Provision of the Arbitration Act 1996 and whose decision shall be final. Maybe all legal proceedings, if necessary arise to institute by any of the parties (Society or Contractor) ought to have to be lodged in courts situated at New Delhi not elsewhere.

**DETAILS OF BIDDER**

**(NOTE: Proof against the below details to be submitted by bidder)**

1.	Name of the Bidders firm	
2.	Year of Establishment	
3.	Name of authorized representative with office address (Regd. office) with Tel/Fax No & E-mail address	
4.	Name of authorized representative with office address (Local area) with Tel/Fax No & E-mail address.	
5.	Pan No.(Please enclosed Photo Copy)	
6.	GST Regn. No(Please enclosed Photo Copy)	
7.	Name of Banker with A/c No	
8.	Date of Registration of Company	

**\*Documentary proof against the above shall also be submitted. All documents submitted must be self-attested.**

**Designation and Signature of Tenderer/Bidder**

**CHECKLIST FOR TECHNICAL BID****Page No. in Bid**

1	EMD in the form of RTGS/NEFT/DD/MSME certificate for exemption of EMD	Yes	No
2	Should be Partnership/Proprietor/Registered firm/LLP.	Yes	No
3	PAN issued by the income Tax Authority.	Yes	No
4	GST certificate	Yes	No
5	Annual Turnover of more than INR 25,00,000/- in any of last three financial year i.e., 2019-20, 2020-21, 2021-22. Certificate from Chartered Accountant.	Yes	No
6	One past order for having provided vehicle/s to any state/Central Government Department/ or any other private organization in last 2 years before the Date of tender publishing	Yes	No
7	Signed and stamped copy of declaration to be Submitted in letter head of the company inform at prescribed at Annexure-C	Yes	No
8	Complete tender duly signed and stamped by the authorized signatory and corrigendum if any	Yes	No
9	Signed and stamped copy of declaration to be Submitted in letter head of the company inform at prescribed at Annexure-D	Yes	No

***NOTE:***

***Bidders are requested to submit all documents with the bid as shown as checklist (Annexure-B).***

***M/s\_\_\_\_\_***

***For Self and Firm/Company Ltd.***

***Signature and Seal***

**DECLARATION**

To  
The General Manager (Logistics & Supply Chain),  
Central Medical Services Society,  
New Delhi (India).

I/We\_\_\_\_\_do hereby undertake that I/We have clearly understood the terms and conditions of the tender, that I/We will abide by these terms and conditions mentioned in the tender notice, any breach and /or violation of any of the terms and conditions and/or in case of my work being found satisfactory at any time during the period of contract, my contract shall be liable to be terminated without assigning any reason thereof, and that in such case, the amount of performance security shall stand forfeited to the Government and also will be liable to make good all extra cost borne by the CMSS forgetting the job done by other person and /or any loss or damages that may because to the CMSS to the unsatisfactory/failure to work on my part.

I/We solemnly declare that we (including our affiliates or subsidiaries or constituents):

- Do not stand declared ineligible/ blacklisted/ banned/ debarred by the Central Medical Services Society or Ministry of Health and Family Welfare, Government of India from participation in its Tender Processes as a whole or for the product offered; and/ or
- Are not convicted or stand declared ineligible/ suspended/blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.

Signature of the tenderer/bidder:  
With seal

**NOTE: - To be given in original on letter head of the bidder properly signed and stamped.**

**DECLARATION**

To  
The General Manager (Logistics & Supply Chain),  
Central Medical Services Society,  
New Delhi (India).

I/We\_\_\_\_\_do hereby undertake that I/We have clearly understood the terms and conditions of the tender, that I/We know that CMSS is register as a society. Hence, as per provision of GST, CMSS is liable for the 5% GST on RCM basis under society provision. Invoicing will be done under RCM basis.

I/We have understood that the GST will be under RCM (Reverse Charge Mechanism) transaction and will be paid by CMSS.

Signature of the tenderer/bidder:  
With seal

**NOTE: - To be given in original on letter head of the bidder properly signed and stamped.**

**Price Bid**

**CENTRAL MEDICAL SERVICES SOCIETY**  
**(An Autonomous Body under Ministry of Health & Family Welfare, GoI)**

**Price Bid for “Transportation/Logistics Service Provider for Distribution of Drugs in closed body or covered vehicle from Chandigarh Warehouse to Various Consignees as hereunder:**

Sr. No. (A)	Slab (B)	Vehicle Type (closed body or covered OR a vehicle that is properly covered with 2-3 layers of 100% leak proof Tarpaulin over the entire body of truck, & tarpaulin is securely tied with ropes) (C)	Full truck load Per trip charges including transportation charges, loading & unloading charges at both ends for the full load vehicle and these quoted rates are excluding GST (Rs.) (D)	
			Price in figure	Price in Words
1	Sri Nagar	14 ft		
2	Dharampur (Solan) Himachal Pradesh	10 ft		
		14 ft		
		17 ft		
3	Naraingarh (Ambala) Haryana	10 ft		
		14 ft		
		17 ft		
4	0-25 KM	10 ft		
		14 ft		
		17 ft		
5	26-50 KM	10 ft		
		14 ft		
		17 ft		
6	Shimla, Himachal Pradesh	10 ft		
		14 ft		
		17 ft		

**Note:-**

1. The bidder/Transporter is free to bid for any location/slab/vehicle type.
2. The GST will be under RCM (Reverse Charge Mechanism) transaction and will be paid by CMSS. The bidder should quote for basic transport cost including loading and unloading excluding GST.
3. The bidder will not quote any GST rate in their quoted price.
4. The bidder with the lowest quoted amount in column “D” shall be L1 for each line item.
5. Vehicle model mentioned above are just for clarity. Any equivalent vehicle type can also be deployed by the empanelled transporter(s).
6. Details of consignee addresses /locations are mentioned above.
7. The above prices are inclusive of all types of charges related to transportation like toll charges, fuel charges, parking charges and other charges related to transportation of the same. Apart from above quoted charges, no any other charges will be paid by CMSS.
8. The transporter will quote the rate of transportation, loading & unloading charges at both ends for full load vehicle but excluding GST.
9. If transporter will quote the loading & unloading charges per box wise, their bid will be summarily rejected.

Current List of Delivery Location with approximate distance from CMSS WH				
S. No.	Name & Address of Consignee	Approx. Distance from Warehouse	Current position of Floor	Remark
		(in KM)	(On which medicines/materials are being delivered)	
1	Punjab State AIDS Control Society, Sector-38B, Chandigarh-160036	20 KM	Basement	-
2	Punjab NTEP, FWP & NVBDCP Parivar Kalyan Bhawan, Sector-34A, Chandigarh-160034	15 KM	Basement	-
3	Chandigarh State AIDS Control Society ART Center, PGIMER, Sector-12, Chandigarh -160012	20 KM	5 <sup>th</sup> Floor	Lift available
4	Chandigarh NTEP, FWP & NVHCP Govt. MultiSpecialty Hospital, Sector-16, Chandigarh-160015	17 KM	Basement	-
5	Haryana - NTEP Sub Divisional Hospital (SDH), Naraingarh, District - Ambala, Haryana-134203	60 KM	3 <sup>rd</sup> Floor	Ramp & Stair
6	Himachal Pradesh-NTEP Senior Medical Superintendent, TBS-cum-STDC, Dharampur, District Solan, Himachal Pradesh-173211.	55 KM	Ground Floor	-
7	Haryana-FWP & NACO Directorate of Health Services, Govt. Of Haryana, Sector-6, Panchkula, Haryana- 134109	15 KM	Ground Floor	-
8	Himachal Pradesh State AIDS Control Society & Child Health Programme SDA complex, Kasumpti Shimla (H.P.)- 171009	130 KM	Ground Floor	Hill Area
9	Himachal Pradesh -FWP State institute Health Family Welfare Training Institute (SIHFWTC), FP State Central Store, Parimahal, Kasumpti, Shimla, (H.P.)- 171009	135 KM	Ground Floor	Hill Area
10	Punjab-NVHCP Regional Drug Warehouse Kharar, Civil Hospital, Guru Teg Bahadur Nagar, Kharar, Punjab-140301	27 KM	2 <sup>nd</sup> Floor	Ramp & Stair
11	Srinagar (J&K)-NTEP & NVHCP STDC Building CD Hospital Dalgate, Srinagar - 190001 (Jammu & Kashmir).	580 KM	Ground Floor	-

**Note:-**

- Nos. of Consignee's delivery location may be increase or decrease as per instruction of consignee and availability of space.
- The unloading position of material (i.e., Ground floor, first floor, etc.) may be change as per the availability of space at consignee's location.