

ONLINE SHORT TERM SINGLE ENVELOPE
TENDER FOR PROCUREMENT OF
CAMC SERVICES OF 131 MGIT-960
MACHINES FOR NTEP

Tender No: CMSS/PROC/2023-24/NTEP/012
(National Competitive Bidding)
(Under Single Tender Enquiry)

CENTRAL MEDICAL SERVICES SOCIETY

Ministry of Health & Family Welfare (Government of India)
2nd floor, Vishwa Yuvak Kendra, Pt. Uma Shankar Dikshit Marg, Teen Murti Road,
Opposite Police Station Chankaya Puri, New Delhi-110021
Telephones: 011-21410905, 21410906
Email: - gmproc1@cmss.gov.in, agmproc4@cmss.gov.in

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ONLINE BIDS ARE INVITED IN SINGLE PACKET BID SYSTEM FOR PROCUREMENT OF CAMC SERVICES OF 131 MGIT-960 MACHINES FOR NTEP

Manual bids shall not be accepted.

Bid 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	18.05.2023 at (time to be followed from CPPP)
Bid Document Download Start Date and Time	18.05.2023 at (time to be followed from CPPP)
Bid Submission Start Date and Time	18.05.2023 at (time to be followed from CPPP)
Bid Document Download End Date & time	29.05.2023 at 03:00 PM
Bid Submission End Date and Time	29.05.2023 at 03:00 PM
Last Date of Submission of Original Documents	30.05.2023 at 03:00 PM
Bid Opening (Technical & Financial Bid) Date and Time	30.05.2023 at 04:00 PM

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

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

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

Not more than one bid shall be submitted by one contractor or contractors having business relationship.

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**ONLINE SINGLE ENQUIRY TENDER FOR PROCUREMENT OF CAMC SERVICES FOR 131
MGIT-960 MACHINES FROM M/s BECKTON DICKINSON (BD)**

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

CMSS intends to procure Comprehensive Maintenance Services (CMC) for MGIT-960 Machines from M/S Beckton Dickinson (BD) or its Authorized Indian Agent for models as detailed at Annexure 1A through single e-tender basis. (Proprietary Article Certificate is attached for reference at Annexure XXI).

Tender Inviting Authority: DG&CEO, Central Medical Services Society, Office at Vishwa Yuvak Kendra, Pt. Uma Shankar Dikshit Road, Teen Murti Marg, Chankayapuri, New Delhi – 110021 (hereinafter referred as **Tender Inviting Authority (TIA)** 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 CPP portal: for supply of Goods/Drugs to Central Medical Services Society.

1. LAST DATE FOR RECEIPT OF TENDER:

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

2. BID VALIDITY:

- ii) The bid shall be valid for a period of 150 days from the date of opening of Packet 1 (Technical Bid & Financial Bid).
- iii) 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 CPP 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.
- 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.
- 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 CPP Portal and bidder is expected to see the CMSS website for clarification before submitting the bid.

4. ELIGIBILITY CRITERIA

- i) This is a Single tender enquiry. The bidder should be an OEM (M/s Beckton Dickinson) or Subsidiary in India.
- ii) In case the bidder is a subsidiary of the OEM for same services, authorization form from OEM as per Annexure XVIII should be given (signed by both, Manufacturer and Bidder) for providing services.
- iii) It is mandatory that the bidder must quote for all 131 machines otherwise the bid will summarily rejected.
- iv) Bidder must have a service unit in India to fulfil CAMC obligations (and to attend breakdown calls within 48 hours) as per SLA. Bidder should have the technically competent and qualified staffs spread across multiple regions to cater the service requirement. The details of the service engineers (Name, Contact No., email id, location) to be provided with technical bid. The OEM/ Bidder of the equipment offered should be in the business of providing services of same equipment for last 3 years.

- v) Tenderer should have executed CMC's of 50% of quoted quantity (66 Nos. in this case) of same equipment during last three financial years. (PO copies to be submitted).
- vi) Average Annual turnover for Tenderers in the last two years i.e. 2020-21 and 2021-22 shall not be less than

131 MGIT-960 machines	Rs. 1,15,00,000/-
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The turnover benchmark given in (i) above will not apply to Micro and Small Enterprises (MSE).

- vii) Department of Expenditure, Ministry of Finance, GOI vide OM No: F.1/20/2018/PPD dtd. 02.11.2021 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 OM No: F.1/20/2018/PPD dtd. 02.11.2021 are eligible to bid if:- The blacklisting order has been revised post facto with clearly mentioning of category (i) of OM No: F.1/20/2018/PPD dtd. 02.11.2021 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 outrightly rejected.
- If the blacklisting order is issued by CPSUs, attached offices/autonomous bodies etc of MoHFW/ Other Ministries/ department and MoHFW/ Other Ministries/ department 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/Other Ministries/department, the bid of the blacklisted bidder shall be rejected.

5. GENERAL CONDITIONS

- (i) A complete set of tender document may be downloaded by any interested eligible bidder from CPP portal 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) All tenders must be accompanied with EMD as specified against each schedule in **Annexure-III** of the Tender document.

- (iii) Tenders (Technical & Financial Bid) will be opened online therefore, the presence of tenderers/ authorized representatives of the Tenderers is not necessary.
- (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) 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 CPP portal.

(vi) **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.

(vii) **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 (Tender Inviting Authority), 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.

(viii) 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.

(ix) 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.

(x) 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.

(xi) 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.

(xii) 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.

(xiii) NEAR RELATIVE CERTIFICATE:

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

company or firm or the concerned person. The company or firm or the person will also be debarred for further participation for quoted item in the concerned unit.

The near relatives for this purpose are defined as:

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

An undertaking as specified in Annexure XVII to be submitted.

6. TECHNICAL BID – “PACKET 1”

Those indenting to participate in the tender (herein called Tenderer) should first ensure that they fulfil all the eligibility criteria:

- 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 notarised undertaking given in Annexure VIII to be submitted physically in CMSS office preferably by the date and time specified in the critical date sheet to submit the original documents.
 - (b) Tender Forwarding letter as per Annexure-II.
 - (c) Duly notarized general power of Attorney (on non-judicial stamp paper of worth Rs. 50/-) in favour of authorized signatory in case of partnership firm (to be signed by all partners) / proprietorship firm or board resolution in case of a company to sign the bid and bind the bidder. The signature of authorized signatory should be duly attested. In case of proprietorship on its letter head of firm declares himself as proprietor with specimen signature.
 - (d) The bidder should be the Original Equipment Manufacturer (OEM) or Indian Subsidiary of the OEM.

- In case the bidder is Indian Subsidiary of the OEM, Authorization form from OEM as per Annexure XVIII should be submitted (signed by both, Manufacturer and bidder) for providing services.
 - The bidder should submit an undertaking that the spare parts used for repairing/services would be original/new from Original Equipment Manufacturer.
- (e) Bidder must have a service unit in India to fulfil CAMC obligations (and to attend breakdown calls within 24 hours) as per SLA. Bidder should have the technically competent and qualified staffs spread across multiple regions to cater the service requirement. The details of the service engineers (Name, Contact No., email id, location) to be provided with technical bid.
- (f) Tenderer should have executed CMC's 50% of quoted quantity (66 Nos. in this case) of same equipment during last three financial years. (PO copies to be submitted).
- (g) Notarized undertaking to be submitted with regard to non-conviction certificate on non-judicial stamp paper of Rs 100 from both the Manufacturer and the bidder.
- (h) Annual turnover statement for 2 years i.e., 2020-21 and 2021-22 should be furnished in the format given in **Annexure-V** duly certified by the Chartered Accountant.
- (i) Copies of the audited Annual reports including the Balance Sheet and Profit and Loss Account along with all the annexure for the last two years i.e. 2020-21 and 2021-22.
- (j) Certificate of Incorporation in case of Companies along with MOA & AOA or Copy of partnership deed in case of partnership firm or Declaration in case of being a proprietary firm.
- (k) Last two FY ITR acknowledgements with a copy of PAN and GST Registration Certificate indicating GST Number.
- (l) A Checklist (**Annexure-VII**) 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.

- (m) Each page of submitted bid (along with tender document) be properly page numbered and shall be signed by the authorized signatory of the Tenderer with office seal.
- (n) All the documents enclosed with the tender document should also be signed by the authorized signatory of the Tenderer.
- (o) Near Relative Certificate as per **Annexure –XVII**.
- (p) Tenderer should submit an undertaking that
“I/ We do hereby declare that our firm has not been blacklisted/ banned/ debarred by CMSS/ State Governments/ Central Government/ MOH&FW or any of the procurement agencies/ Autonomous Bodies under the organizations stated above or the Firm/ Company (as whole) has not been debarred as a whole by these organizations or any of its procurement agencies/ Autonomous Bodies”
- (q) Tenderer should submit an Undertaking on Letter head to Compliance to the scope of work as detailed in annexure 1 with Technical Specifications.

6.2 All original documents in lieu of EMD/ Notarized undertakings by MSE companies

Annexure- VIII 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.

Conditional Bids shall be summarily rejected.

7. **PRICE BID**

7.1

- i) The rate quoted in Price Schedule **Annexure-XIII** 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.
- ii) The bidder has to quote the yearly CMC rate for total (131) quantity of the tendered schedule. The lowest total cost of yearly CMC rate will be treated as L1.

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.

8. **ING OF "PACKET 1" i.e. 'TECHNICAL BID AND 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.
- 8.2 Presence of authorized official of the Tenderer is not necessary at the time of opening of Technical & Financial Bid - "Packet 1" as opening is online.

- 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 "Packet 1" will be opened as per the date mentioned in critical date sheet. Presence of authorized official of Tenderers is not necessary in opening of "Packet 1" as opening is online.
- 8.8 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected by the purchaser. If there is a discrepancy between words and figures, the amount in words shall prevail.

9. EARNEST MONEY DEPOSIT

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

Demand Draft/ Fixed Deposit Receipt/ Banker's Cheque /Bank Guarantee or RTGS/NEFT/Insurance Surety Bonds in the following Bank Account:

Beneficiary Name: Central Medical Services Society

A/C No. :32719062216

Bank Name : SBI Bank

Branch: Nirman Bhawan, Maulana Azad Road, New Delhi

IFSC Code :SBIN0000583

- b. Bank Guarantee (as per Annexure XII) 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-XIV** provided in the tender document.

EMD shall remain valid for 45 days beyond the validity period for the bid and will be extended accordingly beyond any extension subsequently requested by purchaser.

(c)The applicable EMD amount has been indicated in Annexure-III and is for 100% quantity of the schedule.

9.2 Offers of the firm submitted without EMD / for a shorter period/lesser amount as demanded will summarily be rejected (IF APPLICABLE).

- (i) 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.
- (ii) 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.

9.3 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 Bid Security Declaration, 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 Bid Security Declaration, 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.
- (iii) 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) The tender rates will be fixed and valid for next 5 (five) years from the date of contract agreement. The award of contract will be for one year initially. The TIA reserves the right to enter or not to enter into CAMC Contract after completion of one year. After one year, the award of contract will be issued on yearly basis based upon the requirement received from States/Program Division only.
 - (ii) In case CAMC Services are rendered for less than the contracted quantity for whatsoever reason, the payment shall be made only for the machine for which services has been rendered.
- 10.2 (i) The rates quoted and accepted will be binding on the Tenderer for the full contract period of five years 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.

11. ACCEPTANCE OF BID/ 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 as given in Annexure-XIII by the tenderer.
- 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- IX**

12. SECURITY DEPOSIT AND AGREEMENT

12.1 Security Deposit:

On being intimated about the acceptance of the tender the agency shall pay a Security Deposit at the rate of 3% of the total value of contract (In Indian Rupees). The Security Deposit amount to be deposited in the form of Account Payee Demand Draft, FD receipt, Bank Guarantee or NEFT/RTGS in favor of Central Medical Service Society. The Security Deposit in any other form like Cash/ Cheque/ Postal-Order will not be accepted. In case of depositing security deposit by Bank Guarantee, the named beneficiary shall be Central Medical Services Society. The Bank Guarantee shall be issued by a bank (Nationalized or Scheduled Bank) **in** India to make it enforceable and acceptable to the purchaser. The Bank Guarantee shall be in the format as per **Annexure- XIV** provided in the tender document.

12.2 The Performance Bank Guarantee shall be valid for a period up to sixty (60) days after the date of completion of all contractual obligations by the supplier for a period of 1 year. Thereafter, yearly security deposit @3% is to be submitted for the contracted quantities.

12.3 The lowest/ matched tenderer shall execute an Agreement on a non-judicial stamp paper of value of Rs.100/- (stamp duty to be paid by the Tenderer) within 15 days from the date of the intimation from CMSS informing that his tender has been accepted. The Specimen form of Agreement is available in **Annexure-XXI**.

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 and after receipt of certificate from the Program Division stating that all the contractual obligations have been completed by the contractor. It is also to be noted that the Security

deposit will be released only after submitting the fresh PBG for the subsequent year.

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. After the Price Bid opening (Packet 1), the lowest offer will be declared as the L1 tenderer. CMSS reserves right to negotiate prices with L1 bidder in justified cases.
- b. The Tenderer, who has been declared as Lowest Tenderer for certain item(s), shall within the tender issue of LOA (letter of acceptance) execute necessary Agreement for the supply of the allocated quantity of such goods as specified in the Tender Document after depositing the required amount as Security Deposit and on execution of the agreement such Tenderer shall supply goods on receipt of Purchase Orders. The format of LOA, agreement, Purchase Order is attached at Annexure – IX, X, XI respectively. Generally speaking the draft art work should be given in technical specifications however, in those cases where draft artwork not given in tender specifications, the vendor must need to coordinate with respective programme division of ministry to freeze (get approval) for the art work. No extension would be given on this pretext.
- c. If the lowest supplier has failed to supply the required Drugs/goods within the stipulated time or within the extended time, as the case may be, CMSS may cancel such purchase orders and on cancellation, CMSS may place Purchase Orders with the Matched Lowest Tenderer or to the other tenderers at the risk and cost of the defaulted supplier.

14. PAYMENT PROVISIONS

14.1 Payment Terms

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.

NTEP will make the payment of 30% of the total contract value in advance, subject to submission of bank guarantee of an appropriate amount from the service provider and against the submission of Performa invoice within 60 (sixty) days of signing of

contract agreement. The bank guarantee should remain valid for a period of 60 days beyond contractual CMC period. Remaining 70% of contract value shall be paid after satisfactory completion of contracted CMC period within sixty (60) days of the submission of the invoice along with satisfactory PM reports of all 131 equipment duly signed by the respective Lab In-charge at the end of year.

14.2 Payment for comprehensive annual Maintenance Contract Charges:

- a) The TIA as per clause 16 will enter into CAMC with the supplier of the rates as stipulated in the contract and tender terms and conditions.
- b) Payment shall be made by NTEP subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner.
- c) Payment shall be made in Indian Rupees as specified in the contract.
- d) The agency shall submit the latest preventive maintenance report along with uptime certificate issued by the respective consignees of the inventory under CAMC before release of payment.
- e) The deductions in lieu of non-performance of uptime will be deducted from the total of contract value.
- f) The vendor shall raise its bills on the name of National Tuberculosis Elimination Program (NTEP), Room No.-9, Ground Floor, Jeevan Vihar Building, Ministry of Health & Family Welfare, Govt. of India, Sansad Marg, New Delhi-110001 and submit the copies to Central Medical Services Society (CMSS) on end of year via single invoice attaching all necessary documents as per tender terms and conditions.
- g) In case CAMC Services are rendered for less than the contracted quantity for whatsoever reason, the payment shall be made only for the machine for which services has been rendered.

14.3 The payment towards CAMC for 131 machines will be made either by means of cheque or through RTGS / Core Banking/NEFT. The tenderer shall furnish the relevant details in original (Annexure XII) to make the payment through RTGS/Core Banking/NEFT.

- 14.4 (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.

15. LIQUIDATED DAMAGES AND OTHER PENALTIES:

- (a) The bidder shall ensure uptime of 95%. The bidder shall provide up-time warranty of complete equipment, the uptime being calculated on 24 (hrs) X 7 (days) basis, failing which deduction of liquidated damages will be levied @ 2.5 % per week to be applied proportionately on per day basis up to maximum of 10% of P.O. Cost, irrespective of the fact that whether the CMSS/NTEP/Consignee has suffered any damage/loss or not, on account of delay in effecting uptime/supply.

The consignee shall quarterly issue uptime certificate. The supplier/bidder shall submit Uptime Certificate along with Preventive Maintenance reports quarterly for release of payment.

- (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) 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 provide services the goods/services in time. The decision of purchaser will be final and binding.
- (f) Downtime Penalty- The maximum time allowed to attend any maintenance/ repair call by the supplier shall be within 24 hours. The supplier if does not attend and resolve the maintenance/ repair call within said period, CMSS will have the right to levy penalty of same quantum as at clause no (a) above.

16. Comprehensive Annual Maintenance Contract

(A) Assignment

The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the TIA's prior written permission.

(B) Sub Contracts

B.1 The Supplier shall notify the TIA in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.

B.2 Sub contract shall be only for bought out items and sub-assemblies.

B.3 Sub contracts shall not be made with a party who has been convicted / or a criminal case filed against it or pending in any court of India by any department of the government under Prevention of Corruption Act or for cheating / defrauding government / embezzlement of government fund or for any criminal conspiracy in the said matters.

16.2 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.

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

17.1 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.

17.2 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.

17.3 In all the above conditions, the decision of the CMSS shall be final and binding.

18. FALL CLAUSE

- (i) Bidder undertakes and certifies that prices quoted are not higher than currently charged by it to institutional supplies/wholesalers/ any Govt. organisations/Charitable trust organisation for matching purchase terms/conditions. It is distinctly understood by bidder that in case of supply to such bodies (as detailed above) at price lower than the CMSS contracted price (within the contracted period specified) will immediately invite the reduction in the rates of the contract.
- (ii) Breach of above, whenever comes to notice of CMSS, will be viewed seriously and action will be taken against the supplier which may include forfeiture of Security Deposit (SD) along with recovery of price differential, termination of the contract and disqualification from participating in future tender for the product for a suitable period. Decision of purchaser will be final and binding in this regard.

19. 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.

20. 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.

21. 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.

22. 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.

Annexure - I**CENTRAL MEDICAL SERVICES SOCIETY****NEW DELHI- 110021****TENDER FOR THE PROVIDING COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR 131
MGIT-960 MACHINES FOR THE NEXT FIVE YEARS**

Sch. No.	Item Name	Total Tentative Quantity	Unit	Detailed Scope of work
I	MGIT-960 Machine	131	No.s	Annex IA
TOTAL		131	No.s	

Annexure 1A– Scope of Work

Annexure 1B – Consignee Location

Note:

1. The tender rates will be fixed and valid for 05 (five) years from the date of contract agreement. The award of contract will be issued initially for first one year. The TIA reserves the right to enter or not to enter into CAMC Contract after completion of one year. After one year, the award of contract will be issued on yearly basis based upon the requirement received from States/Program Division only.
2. In case CAMC Services are rendered for less than the contracted quantity for whatsoever reason, the payment shall be made only for the machine for which services has been rendered. TIA reserves the right to increase up to 50% quantity of machine within 5 year for CMC contract at the same rate terms & conditions.

Annex 1A**SCOPE OF WORK****Technical Scope of work for CMC of MGIT 960 Instrument**

The scope of work for CMC of MGIT 960 instrument includes the following:

1. Comprehensive Maintenance of MGIT 960 instrument.

1.1. To provide on-site support (preventive maintenance including cleaning, servicing, software update and calibration of the instrument) at all locations across India.

1.2. Unlimited breakdown calls per year. This must be attended at the earliest to ensure annual instrument uptime of >95%.

1.3. To provide unlimited telephonic support (24x7) by attending the calls of users and resolve their issues.

1.4. To replace the old & defective parts with new original parts of the machines and maintain its record.

1.5. To supply consumables for calibration of the instrument.

2. Additional terms and conditions may be referred as given below:

2.1. Service Provider shall at its own cost and expense attend, replace and install materials which get consumed, wear out due to ageing or fuse in the normal course of operation as well as attend failures/breakdowns/out of course repairs of MGIT 960 instrument including components, assembly/sub-assembly, accessories, software etc., for efficient, un-interrupted and reliable operation of equipment under CMC.

2.2. Training and demonstration of external cleaning of the MGIT 960 instrument, filters, replacement of calibrator kits, usage, basic maintenance, etc., whenever needed by the end user.

2.3. During the maintenance period, service provider shall arrange transport of man and material at its own cost as and when required for maintenance of the equipment.

2.4. The services shall be comprehensive in nature wherein Preventive as well as Breakdown Maintenance of MGIT 960 instrument shall be carried out by the service provider including the arrangement of spares, tools, software, lasers, accessories,

consumables for calibration, accessories, technical expertise, manpower and replacement of defective parts/equipment etc.,

Accessories for MGIT 960 instrument include Modules/Draws/Units of MGIT 960 instrument, Barcode reader (inbuilt/standalone) supplied along with MGIT 960 instrument.

2.5. All spare parts of the machines covered under CMC would be procured and replaced with the original spare part certified by OEM by the service provider free of cost during the CMC period.

The released defective parts, consumables, tools, items etc., will be service provider's property.

Service provider shall remove the same from the facility/premises with due authority/procedures.

2.6. MGIT 960 instrument beyond manufacturer's warranty or previous CMC by Central TB Division/State shall only be included in scope of CMC.

However, CMC contract for units still covered under warranty shall commence from the next day of completion of warranty period.

2.7. The maintenance and support by the service provider shall consist of periodical checks, preventive maintenance carried out on half yearly basis, cleaning of the MGIT 960 instrument and its accessories for trouble free operation of the equipment as well as attending the failures/breakdown/out of course repair etc.,

2.8. The service provider shall ensure during every visit:

- proper functionality of all movable parts (including lubrication), detection systems, displays (boards, buttons, etc.,) and display/ functionality indicators (lights, sounds, etc.,)
- cleaning of the external air filters and weight supporting unit (iron rods placed at rear of the instrument)
- checking the physical integrity of calibrator tubes, drawers/ segments, instrument (as a whole), moulded connectivity ports, electrical ports, etc.,
- to verify intactness of external surface of the machine and moulded ports/ connectivity parts
- verification of electrical points (connected to the MGIT 960 instrument, load and safe supply of electricity to the instrument.
- after any corrective measure, calibrate the instrument functionality and provide the certificate.

2.9. Any update in the software (including versions) used in the MGIT 960 that was provided/inbuilt during the procurement/ warranty period must be undertaken free of cost by the service provider.

2.10. New software versions from the Original Equipment Manufacturer, if essential/beneficial for normal functionality of the MGIT 960 instrument also to be made available by the service provider free of cost to the instruments included in the CMC with prior intimation and approval from CTD.

2.11. The service provider shall keep sufficient spare parts during the maintenance period to ensure that replacement work for defect can be carried out within 7 days.

2.12. Respond to all registered complaints within 24 hours. Physical visit for repair and maintenance shall be carried out within 3 working days of complaint in metro and major cities and within a week of complaint in other facilities. A competent engineer shall be provided to investigate the fundamental cause and temporary solution will not be accepted.

2.13. All duly signed reports on the visits conducted to be provided by the authorized service engineer to the Laboratory in-charge on the official letter of the service provider.

2.14. In circumstance such that the

- service provider fails to attend the breakdown (as indicated in point no.2.11 and 2.12 above) after notification of the breakdown and
- where remedial work is interrupted during normal working hours for purposes other than obtaining replacement parts,

Central TB Division reserves the right to order such action as may be necessary to expedite completion of remedial work which shall be at the service provider expense without abrogation of the service provider responsibilities.

2.15. The service provider shall not (without consent of Central TB Division) sub-let CMC for MGIT 960 instrument in NTEP facility to other agencies.

2.16. Accessories like UPS, Batteries, External Monitor, Preventive Maintenance kit, Tubings, Printer etc. are NOT covered under CMC.

3. General Terms and Conditions to be included suitably as per GFR

Annexure 1B

The details of Consignee Location are given below: -

List of 131 MGIT machines for 3 years				
Sl. No.	State	List of lab/Sites	Serial Number	Procurement agency (CTD/ State/ Institute)
1	Andhra	C&DST Lab, Vishakhapatnam	MG3390	CTD
2	Andhra	SMC, Vijayawada	MG4182	CTD
3	Andhra	C&DST Lab, Visakhapatnam	MG4155	CTD
4	Andhra Pradesh	SVRR Medical College & Hospital, Tirupati	MG4625	CTD
5	Assam	IRL, Guwahati	MG3024	CTD
6	Assam	IRL Guwahati	MG4120	CTD
7	Assam	GMC, Silchar	MG4178	CTD
8	Bihar	STDC, Patna	MG3034	CTD
9	Bihar	JLNMC Bhagalpur	MG3726	CTD
10	Bihar	C&DST Lab, Bhagalpur	MG4150	CTD
11	Bihar	STDC, Patna	MG4152	CTD
12	Bihar	IGIMS, Patna	MG4235	CTD
13	Bihar	NARAYAN MEDICAL COLLEGE, JAMUHAR SASARAM, Rohtas	MG4686	CTD
14	Bihar	VARDHMAN INSTITUTE OF MEDICAL SCIENCES, NALANDA, PAWALPURI	MG4727	CTD
15	Bihar	DFIT Dharbanga	MG3789	Institute
16	Chandigarh	PGI, Chandigarh	MG3163	CTD
17	Chhattisgarh	STDC, Raipur	MG3897	CTD
18	Chhattisgarh	STDC, Raipur	MG3305	CTD
19	Chhattisgarh	LATE SRI LAKHIRAM AGARWAL MEMORIAL, RAIGARH	MG4984	CTD
20	Delhi	NDTB, New Delhi	MG2827	CTD
21	Delhi	AIIMS, New Delhi	MG2928	CTD
22	Delhi	NITRD, New Delhi	MG1909	CTD
23	Delhi	NITRD, New Delhi	MG3729	CTD
24	Delhi	NDTB, New Delhi	MG3625	CTD
25	Delhi	NITRD, New Delhi	MG2579	CTD
26	Delhi	NITRD, New Delhi	MG4119	CTD
27	Delhi	AIIMS, New Delhi	MG4117	CTD

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28	Delhi	NDTB, New Delhi	MG4121	CTD
29	Delhi	RBIPMT, Delhi	MG4243	CTD
30	Goa	GMC, Goa	MG4174	CTD
31	Gujarat	STDC, Ahmedabad	MG2351	CTD
32	Gujarat	STDC, Ahmedabad	MG3020	CTD
33	Gujarat	C&DST Lab, Jamnagar	MG3164	CTD
34	Gujarat	C&DST Lab, Jamnagar	MG3730	CTD
35	Gujarat	STDC, Ahmedabad	MG4135	CTD
36	Gujarat	GMC, Surat	MG4175	CTD
37	Haryana	IRL, Karnal	MG3148	CTD
38	Haryana	PGI Rohtak	MG4569	CTD
39	Himachal	IRL, Dharampur	MG4929	State
40	Jharkhand	STDC, Ranchi	MG3309	CTD
41	Jharkhand	STDC, Ranchi	MG3895	CTD
42	Jharkhand	PMC, Dhanbad	MG4240	CTD
43	Karnataka	STDC, Bangalore	MG3006	CTD
44	Karnataka	NTI, Bangalore	MG2515	CTD
45	Karnataka	KIMS, Hubli	MG3559	CTD
46	Karnataka	STDC, Bangalore	MG3735	CTD
47	Karnataka	RIMS Raichur	MG3743	CTD
48	Karnataka	NTI, Bangalore (ICELT)	MG 2659	CTD
49	Karnataka	KIMS, Hubli	MG 4157	CTD
50	Karnataka	RIMS Raichur	MG 4136	CTD
51	Karnataka	STDC, Bangalore	M44159	CTD
52	Karnataka	NTI Bangalore	MG3484	CTD
53	Kerala	STDC, Thiruvananthapuram	MG3663	CTD
54	Kerala	GMC, Kozhikode	MG4173	CTD
55	Kerala	STDC, Thiruvananthapuram	MG2815	CTD
56	Madhya	IRL, Indore	MG3045	CTD
57	Madhya	NRL, BMHRC, Bhopal	MG3692	CTD
58	Madhya	IRL, Indore	MG3905	CTD
59	Madhya	NRL, BMHRC, Bhopal	MG-4124	CTD
60	Madhya	NIRTH Jabalpur	MG4195	CTD
61	Madhya	STDC IRL Bhopal	MG4599	CTD
62	Madhya	GRMC, Gwalior	MG4996	State
63	Maharashtr	STDC, Nagpur	MG2677	CTD
64	Maharashtr	STDC, Pune	MG3002	CTD
65	Maharashtr	JJ Hospital, Mumbai	MG3458	CTD
66	Maharashtr	JJ Hospital, Mumbai	MG3672	CTD

67	Maharashtr	STDC, Nagpur	MG3691	CTD
68	Maharashtr	STDC, Pune	MG4130	CTD
69	Maharashtr	C&DST Lab, Aurangabad	MG4145	CTD
70	Maharashtr	Sewree, Mumbai	MG2748	CTD
71	Maharashtr	J J Hospital Mumbai	MG4140	CTD
72	Maharashtr	Sewree, Mumbai	MG4146	CTD
73	Maharashtr	GMC Akola	MG4603	CTD
74	Mizoram	Mimer Mizoram	MG4572	CTD
75	Mizoram	REID PROVINCIAL HOSPITAL STATE TB CELL	MG4974	CTD
76	Nagaland	Naga Hospital Authority Kohima	MG4875	CTD
77	Odisha	VSS INSTITUTE OF MEDICAL SCIENCE, Burla, Sambalpur	MG4985	CTD
78	Orissa	IRL, Cuttack	MG3088	CTD
79	Orissa	RMRC Bhubaneswar	MG3733	CTD
80	Orissa	RMRC Bhubaneswar	MG4164	CTD
81	Orissa	IRL, Cuttack	MG3896	CTD
82	Puducherry	STDC, Puducherry	MG3007	CTD
83	Puducherry	STDC, Puducherry	MG2502	CTD
84	Punjab	STDC, Patiala	MG3347	CTD
85	Punjab	STDC, Patiala	MG4132	CTD
86	Punjab	GBSM Faridkot	MG4476	CTD
87	Rajasthan	SMS Medical College, Jaipur	MG0997	CTD
88	Rajasthan	STDC, Ajmer	MG3089	CTD
89	Rajasthan	SMS Medical College, Jaipur	MG3441	CTD
90	Rajasthan	SMS Medical College, Jaipur	MG-3674	CTD
91	Rajasthan	IRL Jodhpur	MG3724	CTD
92	Rajasthan	IRL, Jodhpur	MG-4151	CTD
93	Rajasthan	STDC, Ajmer	MG 4154	CTD
94	Rajasthan	SP Medical College Bikaner	MG4396	CTD
95	Sikkim	IRL Gangtok	MG4239	CTD
96	Tamil Nadu	IRL, Chennai	MG3920	CTD
97	Tamil Nadu	NIRT, Chennai	MG3053	CTD
98	Tamil Nadu	NIRT, Chennai	MG1740	CTD
99	Tamil Nadu	NIRT, Chennai	MG3717	CTD
100	Tamil Nadu	MMC Madurai	MG3728	CTD
101	Tamil Nadu	MMC Madurai	MG4143	CTD

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102	Tamil Nadu	IRL Chennai	MG4149	CTD
103	Tamil Nadu	GMC, Trichy	MG4413	State
104	Tamil Nadu	GHTM Tambaram	MG4485	State
105	Tamil Nadu	Coimbatore Medical College	MG4630	CTD
106	Telangana	STDC, Hyderabad	MG2501	CTD
107	Telangana	STDC, Hyderabad	MG3480	CTD
108	Telangana	RGIMS, Adilabad	MG4191	CTD
109	Telangana	KAKATIYA MEDICAL COLLEGE, Warangal	MG4972	CTD
110	Tripura	AGMC, Agartala	MG4237	CTD
111	Uttar	JALMA, Agra	MG2705	CTD
112	Uttar	STDC, Agra	MG3385	CTD
113	Uttar	IRL, Lucknow	MG3136	CTD
114	Uttar	IMS, BHU, Varanasi	MG3459	CTD
115	Uttar	IRL Lucknow	MG3732	CTD
116	Uttar	IMS, BHU, Varanasi	MG4147	CTD
117	Uttar	STDC, Agra	MG4142	CTD
118	Uttar	JALMA, Agra	MG4141	CTD
119	Uttar	BRD MC, Gorakhpur	MG4180	CTD
120	Uttar	LLRMC, Meerut	MG4179	CTD
121	Uttar Pradesh	GANESH SHANKAR VIDYARTHI MEDICAL COLLEGE, Kanpur	MG4876	CTD
122	Uttar Pradesh	Motilal Nehru Medical College, Prayagraj	MG4997	CTD
123	Uttar Pradesh	MAHARANI LAXMIBAI MEDICAL COLLEGE, JHANSI	MG4977	CTD
124	Uttar	UPUMS Safai, Etawah	MG3757	Institute
125	West	STDC, Kolkata	MG3162	CTD
126	West	C&DST Lab, Siliguri	MG3402	CTD
127	West	STDC, Kolkata	MG3661	CTD
128	West	C&DST Lab, Siliguri	MG3790	CTD
129	West	GMC, Burdhan	MG4233	CTD
130	West	Murshidabad Medical College	MG4616	CTD
131	West Bengal	MIDNAPUR MEDICAL COLLEGE & HOSPITAL MEDINIPUR	MG4674	CTD

Annexure-II**TENDER FORWARDING LETTER**

(To be given on Company Letter Head)

Date:

To,
DG&CEO,
Central Medical Services Society,
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/2023-24/NTEP/012****Name of Tender: - Online tender for Procurement of CAMC Services for 131 no.s of MGIT-960 MACHINES.**

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), schedule(s), etc.), which form part of the contract agreement and I/we shall abide hereby by the terms /conditions /clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/organization too has also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally 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/company has not been blacklisted/ banned/ debarred by CMSS/ State Governments/ Central Government/ MoHFW for the quoted product(s) or as a whole by any of procurement agencies.

6.1 I/We hereby declare that bid will remain valid for a period of 150 days after opening of Tender bid & financial bid/packet1.

7. I/We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Tenderer ,with Official Seal

DETAILS OF E.M.D. 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:

Sch. No.	Name of the product	UOM	Quantity in Bid	Amount of EMD Payable (in INR) for 100% quantity
I	CAMC for MGIT-960 MACHINES	No. of Machines	131	5,75,000/-

PROFORMA FOR PERFORMANCE STATEMENT**(FOR A PERIOD OF LAST 3 YEARS)**

Name of Bidder with Address _____
 Name of Manufacturer with Address _____
 Ref Tender No _____
 Sr. No. of the Product _____
 Name of the Product _____

Order placed by (full address of TIA/Consignee)	Year	Order number and date	Description and quantity of ordered goods and services	UOM	Value of order (Rs.)	Date of completion of Contract		Remarks indicating reasons for delay if any	Have the goods been functioning Satisfactorily (attach documentary proof)**
						As per contract	Actual		
1	2	3	4	5	6	7	8	9	10

Note:

1. Proof for the manufacturing (BMR) / importing of the items quoted to be produced, if demanded.
2. Copies of purchase orders in support of performance statement may be uploaded along with this Annex-IV.

Signature of Tenderer
Name in Capitals
Date:
Seal:

Signature of Statutory Auditor/ Chartered Accountant
Name in Capitals
Date
Seal

Annexure-V**ANNUAL TURN OVER STATEMENT**

The Annual Turnover (Sales) of M/s. _____ for the past two years are given below and certified that the statement is true and correct.

S. No.	Financial Year	Turnover in Lakhs (Rs)
1.	2020-21	-
2.	2021-22	-
Total -		Rs. _____ Lakhs.

Average Turnover Per Annum in the last two years mentioned above -
Rs. _____ Lakhs.

Date:
Seal:

Signature of Auditor/ Chartered Accountant
(Name in Capital)

LIST OF ITEMS QUOTED & THEIR PRODUCTION CAPACITY

1. Name of the firm :

2. Address of the firm :

3. Details of Endorsement for all products quoted :

Sch No	Item Code	Drug/Good s Name	UOM	Quantit y Tender ed	Quantit y quoted	Manufac turing Capacity	Quantity Manufactured 8		Average Quantity Manufact ured
							2020-21	2021-22	
1	2	3	4	5	6	7	8A	8B	9
1			.						
				TOTAL					

Date:

Authorized Signatory:

Annexure – VII**CHECK LIST**

Packet 1	Page no.		
1. Checklist – Annex-VII	<input type="text"/>	Yes <input type="text"/>	No <input type="text"/>
2. EMD/ EMD Exemption certificate (as per Annexure VIII). (Clause 6.1 a)	<input type="text"/>	Yes <input type="text"/>	No <input type="text"/>
3. Certificate by MSME/ SSI units in support of being a MSE/ SSI unit. (Clause 6.1 a)	<input type="text"/>	Yes <input type="text"/>	No <input type="text"/>
4. Tender Forwarding Letter. (Clause 6.1 b)	<input type="text"/>	Yes <input type="text"/>	No <input type="text"/>
5. Authorization letter nominating a responsible person of the tenderer to transact the business with the Tender inviting Authority. (Clause 6.1 c)	<input type="text"/>	Yes <input type="text"/>	No <input type="text"/>
6. Manufacturer Authorization Form (Annex – XVIII)/Self Declaration for Manufacturer and undertaking for spare parts (Clause 6.1 d)		Yes	No
7. Details as per (Clause 6.1 e)		Yes	No
8. Purchase Order Copy (Clause 6.1 f)	<input type="text"/>	Yes <input type="text"/>	No <input type="text"/>
9. Non Conviction Certificate (Clause 6.1 g)	<input type="text"/>	Yes <input type="text"/>	No <input type="text"/>
10. Annual Turnover Statement for 2 Years (Clause 6.1 h)	<input type="text"/>	Yes <input type="text"/>	No <input type="text"/>
11. Copies of Balance Sheet & Profit & Loss Account for last two years (Clause 6.1 i)	<input type="text"/>	Yes <input type="text"/>	No <input type="text"/>
12. Certificate of Incorporation in case of companies/copy of partnership deed in case of partnership firm/ Declaration in case being a proprietary firm. (Clause 6.1 j)	<input type="text"/>	Yes <input type="text"/>	No <input type="text"/>
13. Last two year ITR (Clause 6.1 k)	<input type="text"/>	Yes <input type="text"/>	No <input type="text"/>
14. Near Relative certificate (Clause 6.1 o)	<input type="text"/>	Yes <input type="text"/>	No <input type="text"/>
15. Undertaking that Firm is not being blacklisted		Yes	No

or debarred from any Govt. Agency (Clause 6.1 p)

16. Undertaking (Clause 6.1 q)

Yes

No

17. List of items quoted and their production capacity – Annex-VI

--

Yes	
-----	--

No	
----	--

18. Mandate Form for RTGS
Annex-XII

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Yes	
-----	--

No	
----	--

19. No Deviation Certificate (Annexure XVI)

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

I _____, S/o _____, Proprietor / Partner / Managing Director of _____ (Proprietary Concern / Firm / Company Ltd.) execute this Undertaking for myself and on behalf of _____ (Proprietary Concern / Firm / Company Ltd.).

2. Whereas, CMSS (Tender Inviting Authority) has invited Tender for Procurement of CAMC Services of 131 MGIT-960 machines for NTEP and in pursuant to the conditions in the tender documents. M/s _____ (Proprietary Concern/ Firm / Company Ltd.), having its Office at _____

_____ is exempted from payment of Earnest Money Deposit as indicated in the Annexure-II of tender document.

3. And whereas, in pursuant to the conditions in Clause Nos. 9.2, 9.3 & 9.4 of the tender, the Earnest Money Deposit can be forfeited by the Tender Inviting Authority in case of violation of any of the conditions and for non-performance of the obligation under tender document.

4. In consideration of exempting M/s. _____ (Proprietary Concern/ Firm / Company Ltd.) from payment of Earnest Money Deposit as indicated in the Annexure-II of tender document, I undertake to pay the said sum without any demur on receipt of demand issued by the tender inviting authority.

M/s _____

For Self and Firm / Company Ltd.

Signature and Seal

Witness:-

(1)

(2)

Annexure-IX**CENTRAL MEDICAL SERVICES SOCIETY**

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

Tel: 011-23736186, Fax: 011-23730120, Email: gmproc1@cmss.gov.in

LETTER OF ACCEPTANCE

No: CMSS/PROC/2023-24/NTEP/012

Date _____

To,

M/s _____

Address: _____

Attn: _____

Phone: _____

Email _____

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

Sub: Acceptance of Tender for Procurement of CMC services for 131 nos of MGIT-960 Machines.

Ref: 1) CMSS Tender No. **CMSS** CMSS/PROC/2023-24/NTEP/012 **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 CAMC Services has been accepted for following items:

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

- You are requested to deposit Security Deposit @ 3% of the total value by NEFT/ RTGS/ Bank Guarantee/Demand Draft/ Banker's Cheque and enter into an Agreement, as per the format given in **Annex-X** of the Tender document, within 15 days from the date of receipt of this letter.
- Detailed Agreement including consignee list shall be forwarded after receipt of Security Deposit.
- You are intimated that in anticipation of your acceptance to this LOA and submission of Security Deposit as above we are processing purchase order for supply of _____ quantity to be supplied within 75 days from the date of issue of this LOA and 30 days for installation & commissioning from the handing over site. Kindly take appropriate necessary action in this regard.
- Please convey your acceptance to this LOA within 03 days of issue, else it will be presumed that you are not keen to accept the LOA and CMSS may proceed for allocation of quantity to other bidder and with other actions stipulated in referred Tender document.
- All other terms and conditions will be as per Tender document no. CMSS/PROC/2023-24/NTEP/012 and subsequent amendments to it.

Yours faithfully,

(Anjana)

General Manager (Procurement)

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

LONG TERM AGREEMENT (LTA) NO.: CMSS/PROC/2023-24/NTEP/012

E- STAMP CERTIFICATE NO.:

LTA Validity: From _____ to _____

TERMS OF AGREEMENT

THIS AGREEMENT made the..... day of, year between Central Medical Services Society, 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 for Procurement of CMC Services for 131 MGIT-960 machines** in the Tender Reference No. CMSS/PROC/2023-24/NTEP/012, **Dt** _____ (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the supply of those goods and services for the sum of..... (Contract Price in Words and Figures) (Hereinafter called "the Contract Price").

WHEREAS the Supplier confirms that it is qualified, ready, willing and able to supply the X-Ray Machine 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/2023-24/NTEP/012** from CMSS to the Supplier, to quote for the cost of supply of the Products to CMSS.

Long Term Agreement, as abbreviated to Agreement or LTA, means this Agreement between the Parties, to provide Products, including its 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.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. LTA DOCUMENTS:

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

- (a) This LTA
- (b) The Notice Inviting Tender
- (c) Terms and Conditions of Tender Document as given in Tender No: **CMSS/PROC/2023-24/NTEP/012** dt. _____
- (d) The Minutes of Pre-Bid meeting and corrigendum issued.
- (e) Schedule of Requirement.

- (f) The Technical Specification
- (g) The Supplier's Offer including Enclosures, 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 tenderer which are acceptable to the purchaser and the entire Addendum issued as forming part of the contract.
- (i) The Letter of Acceptance issued by the purchaser.

2. PURPOSE OF LTA:

2.1 The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods, the Contract Price at the times and in the manner prescribed by this Agreement.

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

Sch. No.	Items Description	Quantity	Unit	CAMC Charges (Rs)	GST (%)	GST (Rs)	Rate Per Unit (Landed Price) (Rs)	Grand Total (Rs)

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

3 . Manufacturing License and Site

License and Site 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

Annexure A to LTA No:

Supplier: M/s

CENTRAL MEDICAL SERVICES SOCIETY

Ministry of Health & Family Welfare
(Government of India)

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

PURCHASE ORDER**PO No: CMSS/PROC/ 2023-24/NTEP/PO/005****Dated:** _____

To,

M/s _____

Address: _____

Attn: _____

Phone: _____

Email _____

Subject: Purchase Order for Procurement of CMC services for 131 MGIT-960 Machines.**Ref: Long Term Agreement No: CMSS/PROC/2023-24/NTEP/LTA/005 dated** _____**Dear Sir,**

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

Sr. No.	Item Code	Item Description	Quantity Accepted by the Purchaser	Unit	CAMC Charges per Unit (Rs)	GST (%)	GST (Rs)	Rate Per Unit (Landed Price)(Rs)	Total Value (Rs)	Destination
1										As per Annex-A
2										As per Annex-A
3										As per Annex-A

1. All the Terms & Conditions of the Agreement signed by you on acceptance of your tender are applicable.
2. Contract Period: As per clause.
3. Manufacturing Authorization Form
4. Payment Terms: As per clause.

(Anjana)

General Manager (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.

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:
Place:

Company Seal Signature
(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:
Place:

Company Seal

Signature
(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.

PACKET -1
PRICE –BID

Validate

Print

Help

Item Wise BoQ

Tender Inviting Authority: DG & CEO, CMSS

Name of Work:TENDER FOR PROCUREMENT OF CAMC SERVICES OF 131 MGIT-960 MACHINES FOR NTEP

Tender No: CMSS/PROC/2023-24/NTEP/005

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 #	TEXT #	NUMBER #	TEXT #	TEXT	NUMBER #	NUMBER	NUMBER	NUMBER
Sl. No.	Name of the Item	Location	Quantity in Tender	Units	Quantity Offered	EX Works price per unit in Rs.	GST per unit (in Rs.)	Transportation and any Other Charges per unit in Rs. (If Consignee Locations) on DDP basis, All Inclusive and firm & fixed	Total Unit Price With GST(In Rs.) (Col 7+ Col 8+Col 9)
1	2	3	4	5	6	7	8	9	10
1.01	Yearly CAMC Rate for MGIT-960 Machines as per Annexure-I	1. Annex-I	131	Nos					₹ 0.0000

Annexure-XIV

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____, 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.

Annexure-XV**Instructions for Online Bid Submission**

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

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

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

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

of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

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

PREPARATION OF BIDS

- 1) Tenderer should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents-including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Tenderer ,in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLS/RAR/DWF/JPG formats. Bid documents may be scanned with 100dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the tenderers. Tenderer scan use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents maybe directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Tenderer should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Tenderer will be responsible for any delay due to other issues.

- 2) The tenderer has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Tenderer has to select the payment option as "offline" to pay the tender fee/ EMD as applicable and enter details of the instrument.
- 4) Tenderer should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Tenderers are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the tenderers. Tenderers are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the tenderer). No other cells should be changed. Once the details have been completed, the tenderer should save it and submit it online, without changing the file name. If the BoQ file is found to be modified by the tenderer , the bid will be rejected.
- 6) The server time (which is displayed on the tenderers' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the tenderers, opening of bids etc. The tenderers should follow this time during bid submission.
- 7) All the documents being submitted by the tenderers would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket 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 a symmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid withal other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO TENDERERS

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

.....
.....

Annexure- XVI**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.

Authorized Signatory Signature with Stamp

Annexure-XVII**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 XVIII

MANUFACTURER'S AUTHORISATION FORM

To,

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

Dear Sir,

Ref: Your TE 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, CAMC 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]

for and on behalf of Messrs_____
Messrs_____

[Signature with date, name and

for and on behalf of

[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, CAMC service and Contractual Obligations for the approved stipulated period.

Annexure XIX

Details of Service Centre with name of Engineers

Service Centre Address

Contact No

Email Address

Name of Head of Service Centre with
Contact Details

Name of Service engineer with Contact
details location wise

1

2

3

4

5

6

7

8

9

10

Signature Head of Service Centre with Seal

Signature of Bidder with Seal

Annexure XX

(on Rs. 100 stamp paper)

CONTRACT FORM FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT

Annual CM Contract No. _____ dated _____

Between _____

(Address of Head of Hospital)

And _____

(Name & Address of the Supplier)

Ref: Contract No. _____ dated _____ (Contract No. & date of Contract for supply, installation, commissioning, handing over, Trial run, Training of operators & warranty of goods)

In continuation to the above referred contract

1	2	4	5
S. No.	BRIEF DESCRIPTION OF GOODS	Comprehensive Annual Maintenance Contract Cost one Unit year wise*. (in INR inclusive of all applicable taxes)	Total Comprehensive Annual Maintenance Contract Cost for 3 Years (4a+4b +4c+4d+4e) (in INR inclusive of all applicable taxes)
		1 st 2 nd 3 rd	
		a b c	

a) The Contract of Comprehensive Annual Maintenance is hereby concluded as under: -

Total value (in figure) _____ (In words) _____

b) The CAMC commence from the date of expiry of all obligations under Warranty i.e. from _____ (date of expiry of Warranty) and will expire on _____ (date of expiry of CAMC)

c) The cost of Comprehensive Annual Maintenance Contract (CAMC) which includes preventive maintenance, labour and spares, after satisfactory completion of Warranty period may be quoted for subsequent years as contained in the above referred contract on yearly basis for complete equipment (including X ray tubes, Helium for MRI, Batteries for UPS, other vacuumatic parts, ____ & ____) and Turnkey (if any).

- d) There will be 95% uptime warranty during CAMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty(As per clause no 18), to extend CAMC period by double the downtime period.
- e) During CAMC period, the supplier shall visit at each consignee's site for preventive maintenance including testing and calibration as per the manufacturer's service/ technical/ operational manual. The supplier shall visit each consignee site as recommended in the manufacturer's manual, but at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
- f) All software updates should be provided free of cost during CAMC.
- g) The bank guarantee valid till _____ [(fill the date) 2 months after expiry of entire CAMC period] for an amount of Rs. _____ [(fill amount) equivalent to 5 % of the cost of the equipment as per contract] shall be furnished in the prescribed format given in Annexure XV of the TE document, along with the signed copy of Annual CMC within a period of 21 (twenty one) days of issue of Annual CMC failing which the proceeds of Performance Security shall be payable to the TIA/Consignee.
- h) If there is any lapse in the performance of the CAMC as per contract, the proceeds Annual CMC bank guarantee for an amount of Rs. _____ (equivalent to 5 % of the cost of the equipment as per contract) shall be payable to the Consignee.
- i) **Payment terms:** The payment of Annual CMC will be made against the bills raised to the consignee by the supplier on six monthly basis after satisfactory completion of said period, duly certified by the HOD concerned. The payment will be made in Indian Rupees.
- j) **Paying authority:** _____ (name of the consignee i.e. Hospital authorised official)

 (Signature, name and address
 Of Hospital authorised official)
 For and on behalf of _____
 Received and accepted this contract

 (Signature, name and address of the supplier's executive
 duly authorised to sign on behalf of the supplier)
 For and on behalf of _____
 (Name and address of the supplier)

(Seal of the supplier)
 Date: _____
 Place: _____

Annexure XXI

Proprietary Article Certificate

Annexure 6: Proprietary Article Certificate
(Refer Para 4.6.1)

Valid for the Financial Year (2023-24)

File Number and Date Reference		Z-28015/131/2019-TB (E. File – 3204398)
1	Description of article	MGIT 960 Machine - Comprehensive Maintenance Contract (CMC)
2	Forecast of quantity / annual requirement	131 MGIT 960 machines for 3 years
3	Approximate estimated value for above quantity	INR 8,62,49,352 (approx.), excluding applicable taxes (As per LPP)
4	Maker's name and address	M/s Beckton Dickinson (BD)
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 lieu OR	<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)	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. 2992 dated 24.02.2023

History of PAC purchases of this item for past three years may be given below			
Name of the Supplier	M/s Beckton Dickinson (BD)		
Order/Tender Reference & Date	Quantity Ordered	Basic Rate on Order (Rs.)	Adverse Performance Reported if any
Z-28015/132/2020-TB dt. 12.05.2020	104 Nos.	6,84,72,768 (Approx.)	-

Approval of the competent authority vide: **Note No. 207, File No. Z-28015/131/2019-TB**

(Signature with date and designation of the indenting officer)

(डॉ. आलोक माथुर)
(Dr. ALOK MATHUR)
अधीक्षक डॉ. माथुर (डीओ)
Asst. Deputy Director General (DG)
आरोग्य एवं परिवार कल्याण विभाग
Ministry of Health & P.W.
राज्य सरकार, नई दिल्ली
of Health/Proc. Dept.