

**ONLINE TENDER FOR PROCUREMENT OF 725 Molecular Diagnostics  
Platform (Machines) along with Consumables and CAMC Services.**

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Tender No: CMSS/PROC/2023-24/NTEP/019  
(National Competitive Bidding)  
Only For Class-I & II Suppliers)

**CENTRAL MEDICAL SERVICES SOCIETY**

(An Autonomous Society Under Ministry of Health & Family Welfare, Govt. of India)  
2nd Floor, Vishwa Yuvak Kendra, Pt. Uma Shankar Marg, Teen Murti Marg,  
Chanakypuri, New Delhi-11002, Phone: 011-21410905, 21410906

**Website:** [www.cmss.gov.in](http://www.cmss.gov.in), **Email-** [dgceocmss@cmss.gov.in](mailto:dgceocmss@cmss.gov.in),  
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**CENTRAL MEDICAL SERVICES SOCIETY**  
Ministry of Health and Family Welfare (Government of India)  
2nd Floor, Vishwa Yuvak Kendra, Pandit Uma Shankar Dikshit Road,  
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**ONLINE BIDS ARE INVITED IN TWO PACKET BID SYSTEM FOR  
PROCUREMENT OF 725 Molecular Diagnostics Platform (Machines) along with  
Consumables and CAMC Services**

**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	29.08.2023 at 05:00 p.m.
Bid Document Download Start Date and Time	29.08.2023 at 05:15 p.m.
Pre bid meeting	05.09.2023 at 11:00 a.m.
Last Date to submit Pre-Bid queries	05.09.2023 at 05:00 p.m.
Bid Submission Start Date and Time	14.09.2023 at 11:00 a.m.
Bid Document Download End Date & time	18.09.2023 at 4:00 p.m.
Bid Submission End Date and Time	19.09.2023 at 4:00 p.m.
Last Date of Submission of Original Documents	20.09.2023 at 3:00 p.m.
Bid Opening Date and Time	20.09.2023 at 4:00 p.m.

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,  
Office at Vishwa Yuvak Kendra,  
Pt. Uma Shankar Dikshit Road,  
Teen Murti Marg, Chankayapuri,  
New Delhi-110001

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**ONLINE TENDER FOR PROCUREMENT OF 725 Molecular Diagnostics Platform (Machines) along with Consumables and CAMC Services.**

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

**Tender Inviting Authority:** DG&CEO, Central Medical Services Society, Office at Vishwa Yuvak Kendra, Pt. Uma Shankar Dikshit Road, Teen Murti Marg, Chankayapuri, New Delhi – 110001 (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 CPPP website: <https://eprocure.gov.in/eprocure/app> for supply of **Molecular Diagnostics Platform (Machines) along with Consumables and CAMC Services for National Tuberculosis elimination programme.**

**The list of items to be quoted and their specifications are given in Annexure-I.**

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

**1. LAST DATE FOR RECEIPT OF TENDER**

Online Tenders (in two separate packets {Technical bid “Packet 1” and Price Bid “Packet 2”} 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:**

- 1) The bid shall be valid for a period of 150 days from the date of opening of Packet 1 (Technical Bid).
- 2) 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 there to 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 CPPP and on e-procurement website) to any request for clarification of bid documents, which it receives not later than date mentioned in critical date sheet and prior to the pre-bid meeting. Queries received after the pre-bid date mentioned in the critical date sheet will not be entertained.
- ii. The Tenderers or their Official Representatives are invited to attend a pre-bid meeting which will take place as specified in critical date sheet.
- 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 at CPPP and on e-procurement website and bidder is expected to see the CMSS website for clarification before submitting the bid.

### **4. ELIGIBILITY CRITERIA**

- a) Only Class-1 and Class-2 local supplier shall be eligible for participation. Bids from supplier (MSE/Non MSE) as defined in Department of Pharmaceuticals under Ministry of Chemicals and Fertilizers order no F.No 31026/36/2016-MD dated 16.02.2021 shall be accepted. Bids from firms/vendors other than Class-1 and Class-2 local supplier (MSE/Non MSE) shall be summarily rejected.
- b) The tenderer shall be original manufacturer of the quoted items. Manufacturer should have valid own manufacturing license of the quoted item that should be valid on the date of tender opening packet 1. In case of failure to submit the same, the bid shall not be considered any further.
- c) The bidder should have manufactured and supplied at least 40% of the quoted quantity of similar machines (any model of molecular diagnostic machine for tuberculosis testing) in last three financial years.
- d) At least (Two) numbers of offered versions/model of 'the product' should be in successful operation for at least 2 years on the date of bid opening in institutions under any Central/ State Government or Central/ State PSU's or local bodies or Any 200 or more bedded pvt. Hospital.
- e) Tenderer should quote at least for 50% of the tender quantity of each schedule and the tenderer shall have an annual production capacity not less than one and half times the quantity quoted for each schedule.

- f) The bidder shall mandatorily quote for all the items of the schedules viz. cost of Machine, cost of consumables and CAMC Cost as per the provisions of the tender enquiry. Bidder who did not quote for all the items of the schedule, shall be summarily rejected.
- g) Average Annual turnover for Tenderers in the last three years i.e. 2019-20, 2020-21 and 2021-22 OR 2020-21, 2021-22 and 2022-23 shall not be less than the following:

<b>Schedule</b> <b>The turnover benchmark will not apply to Micro and Small Enterprises (MSE)</b>	<b>Amount (in Rs.) for 100 % quantity quoted</b>	<b>Amount (in Rs.) for 50 % quantity quoted</b>
1. Machine capable of performing one test <b>(Inclusive of Machine Cost + Cost of Consumables along with 5 Years of CAMC)</b>	<b>1528000</b>	<b>764000</b>
2. Machine capable of performing two tests simultaneously and independently  <b>(Inclusive of Machine Cost + Cost of Consumables along with 5 Years of CAMC)</b>	<b>180774240</b>	<b>90387120</b>
3. Machine capable of performing four tests simultaneously and independently  <b>(Inclusive of Machine Cost + Cost of Consumables along with 5 Years of CAMC)</b>	<b>583736400</b>	<b>291868200</b>

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

**Note:** The applicable turnover has been indicated in above table and is for 100% and 50% quantity of the schedule. If quoted quantity is anywhere between 50% to 100% of the quantity of schedule (as allowed under tender clause no. 4(h)), the applicable Turnover may be calculated by the tenderer proportionately.

- h) Tender should not be submitted by the firm/company for the Product(s) for which the firm/ Company has been blacklisted/ banned/ debarred by CMSS/ State Governments/ Central Government/MOH&FW or any of the procurement agencies/Autonomous Bodies under the organisations stated above or if the Firm/Company is debarred as a whole by these organisations or any of its procurement agencies/Autonomous Bodies.
- i) 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:-

- j) 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.
- k) 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.
- l) Tenderer should quote at least for 50% of the tender quantity and the Tenderer shall have an annual production capacity not less than one and half times the quantity quoted for each schedule.

## **5. GENERAL CONDITIONS**

- (i) A complete set of tender document may be downloaded by any interested eligible bidder from website: <https://eprocure.gov.in/eprocure/app> 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 Earnest Money Deposit as specified against each schedule in Annexure-III of the Tender document.
- (iii) Tenders will be opened online therefore, the presence of tenderers/authorized representatives of the Tenderers is not necessary.
- (iv) Bidders are advised to watch for amendments, if any, which may be issued prior date of submission of bids by tender inviting authority on the website: [www.cmss.gov.in](http://www.cmss.gov.in) and <https://eprocure.gov.in/eprocure/app> for which CMSS will not issue any separate communication to individual bidders.
- (v) 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.

(vi) **FORGERY/FRAUD BY BIDDERS/SUPPLIER :**

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.

- (a) 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.
- (b) 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, 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.
  - i. 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.
  - ii. If the supplier fails to perform any other obligation(s) under the contract, and

iii. 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) or representative 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 XVIII is to be submitted.**

**6. TECHNICAL BID – “PACKET 1”**

Those intending to participate in the tender (herein called Tenderer) should first ensure that they fulfil all the eligibility criteria and **all documents should be valid on the date of tender opening packet 1:**

- 6.1 The Tenderer should electronically submit the soft copies of following documents in Technical Bid “Packet 1”. (All the documents submitted should bear signature and stamp of the Tenderer).”
- (a) DD/FDR/RTGS/NEFT e-receipt or Bank Guarantee (if applicable) in respect of EMD as per Clause 9 of this Tender document or in case of MSE, a copy of their valid registration certificate in support of their being an MSE and a notarized undertaking given in Annexure VIII.
  - (b) Tender Forwarding letter as per Annexure-II.
  - (c) The tenderer shall be original manufacturer of the quoted items. Manufacturer should have valid own manufacturing license of the quoted item that should be valid on the date of tender opening packet 1. A copy of valid manufacturing license should be enclosed along with the bid. In case of failure to submit the same, the bid shall not be considered any further.
  - (d) Only Class-1 and Class-2 local supplier shall be eligible for participation. Bids from supplier (MSE/Non MSE) as defined in Department of Pharmaceuticals under Ministry of Chemicals and Fertilizers order no F.No 31026/36/2016-MD dated 16.02.2021 shall be

accepted. Bids from firms/vendors other than Class-1 and Class-2 local supplier (MSE/Non MSE) shall be summarily rejected.

- (e) The bidder should have manufactured and supplied at least 40% of the quoted quantity of similar machines (any model of molecular diagnostic machine for tuberculosis testing) in last three financial years.
- (f) At least (Two) numbers of offered versions/model of 'the product' should be in successful operation for at least 2 years on the date of bid opening in institutions under any Central/ State Government or Central/ State PSU's or local bodies or Any 200 or more bedded pvt. Hospital.
- (g) Manufacturing and Market Standing Certificate / Market Standing Certificate issued by the Licensing Authority as a manufacturer for each item quoted for the last 2 years i.e. 2020-21 & 2021-22 OR 2021-22 & 2022-23 for compliance of tender clause no. 4 (b).
- (h) 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.
- (i) Must have service centres in India to honour guarantee/ warranty and CAMC/ after warranty obligations, Certificate should be furnished in the format given in Annexure-XX.
- (j) The OEM/ Bidder of the equipment offered should be in the business of the supply and Installation or Commissioning of same/similar equipment.
  - The bidder should have manufactured and supplied at least 40% of the quoted quantity of similar machines (any model of molecular diagnostic machine for tuberculosis testing) in last three financial years. (copies of PO to be submitted).
  - Capacity certificate issued by the Chartered Accountant/ Statutory Auditor.
  - At least (Two) numbers of offered versions/model of 'the product' should be in successful operation for at least 2 years on the date of bid opening in institutions under any Central/ State Government or Central/ State PSU's or local bodies or Any 200 or more bedded pvt.

Hospital.

- (k) Non-Conviction Certificate issued by Chartered Accountant / Statuary Auditor certifying that the firm/company has not been convicted and the products quoted have not been cancelled during last two years i.e. 2020-21 and 2021- 22.
- (l) Annual turnover statement for 3 years i.e. 2019-20, 2020-2021 and 2021-2022 should be furnished in the format given in Annexure-V duly certified by the Chartered Accountant.
- (m) Copies of the audited Annual reports including Balance Sheet and Profit and Loss Account along with all the annexure for the last three years i.e. 2019-20, 2020-2021 and 2021-2022 duly certified by a practicing Chartered Accountant.
- (n) Certificate of Incorporation along with MoA (Memorandum of Association) and Article of Association in case of Companies or Copy of partnership deed in case of partnership firm or Declaration in case of being a proprietary firm.
- (o) Last two FY ITR acknowledgement with a copy of PAN and GST Registration Certificate indicating GST Number.
- (p) List of items quoted (the name and Model of the items quoted) and relevant annual production for the last 2 years as per the Annexure-VI and relevant quality standards certificates and Catalogue, Data Sheets and technical compliance statement clause by clause with Mentioned Model No & Make.
- (q) 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.
- (r) 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.
- (s) All the documents enclosed with the tender document should also be signed by the authorized signatory of the Tenderer.
- (t) No Deviation Certificate as per Annexure- XVII.
- (u) Near Relative Certificate as per Annexure –XVIII.
- (v) Service Centre Details as per Annexure-XX
- (w) 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”

- (x) Tenderer should submit a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content as per clause 10.4 of this tender at the time of submission of bid. As per Annexure XXIV.
- (y) Vendors are requested to fulfil the requirements of Ministry of Finance, Department of Expenditure, Procurement Policy Division Office Memorandum No.- 6/9/2020-PPD dated 24.08.2020.
- (z) Tenderer should submit an Undertaking on Letter head to Compliance to Ministry of Finance, DOE order No- 7/10/2021-PPD dated 23.02.2023 as per Annexure-XXV.
- (aa) Performa for performance Statement as per Annexure-IV.
- (bb) Mandate form for RTGS as per Annexure-XII
- (cc) Para wise compliance of technical specification.
- (dd) The bidder shall submit an undertaking on letterhead in compliance of tender clause 22 (Fall Clause)

6.2. The above mentioned documents are to be submitted in soft copy electronically on the CPP portal <https://eprocure.gov.in/eprocure/app> as Technical Bid “Packet 1” as per date prescribed in critical date sheet and as per instructions of online bid submission given in **Annexure–XVI**.

- (a) **All original document in lieu of EMD / Notarised undertaking by MSE companies Annexure VIII** for Exemption of EMD in physical form is to be deposited with the Tender Inviting Authority upto bid submission end date and time as per prescribed in the critical date sheet. If the last date of deposit of original Bank Guarantee/Notarised undertaking by MSE companies Annexure VIII for Exemption of EMD 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/Notarised undertaking by MSE companies Annexure VIII for Exemption of EMD 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/Notarised undertaking by MSE companies Annexure VIII for Exemption of EMD is delivered to the Tender Inviting Authority by the date specified in critical date sheet. Failure to deposit the **All original document in lieu of EMD /Notarised undertaking by MSE companies Annexure VIII** for Exemption of EMD by the specified last date shall result in rejection of bid summarily.

(b) Conditional Bids shall be summarily rejected.

## **7. PRICE BID-“Packet 2”**

7.1 “Packet 2” is for the Price Bid of the Tenderer.

- i) Bid should be uploaded online in the form of BOQ.XXXX.xls.
- ii) Format of the Schedules of price bid is available in Annexure-XIII.
- iii) The supplier shall quote as per price schedule given in Annexure-XIII for all the items quoted by him as per schedule of requirement.
- iv) The price quoted shall be the landed price per unit at the specified locations on DDP basis and shall include all taxes and duties including transportation and other incidental expenditure for delivery at CMSS warehouses.
- v) 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.

## **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. OPENING OF “PACKET 1” i.e. ‘TECHNICAL BID AND “PACKET 2” i.e. FINANCIAL BID’ OF TENDER CLARIFICATION OF BIDS SUBMITTED:**

- 8.1 To assist in the examination, evaluation and comparison of bids, the purchaser may, at his discretion ask the bidder for the clarification in its bid. The request for the clarification and response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained. Documents issued after the date of tender opening will not be accepted.
- 8.2 Tenderers are advised to submit all the required documents as per tender terms and conditions. Failure to submit shall result in rejection of bids. Clarifications (if required) to assist in the evaluation of bids will be asked by the purchaser only once. The tenderer is requested to reply in the given time by purchaser.
- 8.3 Presence of authorized official of the Tenderer is not necessary at the time of opening of Technical Bid - “Packet 1” as opening is online.
- 8.4 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.
- 8.5 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.

- 8.6 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.
- 8.7 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.
- 8.8 Technical Evaluation Summary will be uploaded on CPPP Portal. The bidders are intimated that representations, if any, may be sent before price bid opening as per schedule indicated in uploaded summary. Any representations received after the indicated date and time would not be entertained **under any circumstances**. No new document would be allowed to be submitted at this stage.
- 8.9 "Packet 2" will be opened only for tenderers, who are found **techno-commercially** eligible on satisfying the criteria for technical evaluation and plant inspection (**wherever necessary**) based on the documents submitted in "Packet 1". Presence of authorized official of Tenderers is not necessary in opening of "Packet 2" as opening is online.
- 8.10 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**

- 9.1 (b) Bank Guarantee (as per Annexure XIV) 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.

- 9.1 (c) The applicable EMD amount has been indicated in Annexure-III and is for 100% and 50% quantity of the schedule. If quoted quantity is anywhere between **50%** to **100%** of the quantity of schedule, the applicable EMD may be calculated by the tenderer by proportionately reducing the amount applicable to 100% quantity.

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

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

**Note: Traders will not get benefit of MSE Firms**

- 9.3. (i) Offers of the firms submitted without EMD / for a shorter period/lesser amount as demanded will summarily rejected. (if applicable)
- (ii) The Earnest Money Deposit will be refunded to the lowest responsive bidder/s within 30 days from the date of signing the contract agreement and on the deposit of Security Deposit.
- (iii) The Earnest Money Deposit (EMD) furnished by all unsuccessful tenderers will be returned as early as possible after the expiration of the period of tender validity but not later than 30 days of the award of the contract.

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

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

#### 10. OTHER CONDITIONS:

10.1 The details of the annual required quantity of *items* are shown in **Annexure-I**.

- (i) Central Medical Services Society (CMSS) will have the right to increase or decrease up to 25% of the quantity of goods and/or services specified in the schedule of requirements without any change in the unit price or other terms and conditions during the validity of contract.
- (ii) In exceptional situation where the requirement is of an emergent nature and/ or it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 50% of the quantity of the goods and/or services contained in the running tender/contract

up to a period of twelve months from the earliest date of Long Term agreement (LTA) at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.

(iii) The delivery of the additional quantity (as per ii above) shall be scheduled after the completion of the delivery of the original tendered quantity or on mutual consent between the supplier and CMSS.

10.2 (i) The rates quoted and accepted will be binding on the Tenderer for the full contract period of **ONE year** and any increase in the price will not be entertained till the completion of this contract period.

(ii) Any upward/downward revision (only during scheduled delivery period) in statutory taxes, levies will be allowed and benefit will pass on to supplier/purchaser.

(iii) Any increase in taxes and other statutory duties/levies after the expiry of the delivery date shall be to the supplier's accounts. However, the benefit of any decrease in these taxes/duties shall be passed on to the purchaser by the supplier.

(iv) The delivery of the additional quantity shall be scheduled after the completion of the delivery of the original tendered quantity.

10.3 In accordance to the notification the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L 1 + 15% would be allowed to supply a portion of the requirement by bringing down their price to the L 1 price, in a situation where L 1 price is from someone other than an MSE. In exercising of the powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small Enterprises effective from 9th November 2018. The policy mandates that 25% of procurement of annual requirement of goods and services by all Central Ministries / Public Sector Undertakings will be from the Micro and Small Enterprises. Government has also earmarked a sub target of 4% procurement of goods & services out of 25% from MSEs owned by SC/ST entrepreneurs and 3% to micro and small enterprises owned by women.

10.4 The Department of Pharmaceuticals under Ministry of Chemicals and Fertilizers has issued guidelines for implementation of the provisions of public procurement (Preference to Make in India) order (PPO) 2017 revision related to procurement of goods and services in Pharmaceuticals formulations vide order no F.No 31026/36/2016-MD dated 16.02.2021. The relevant provisions of DoP order dt. 30.12.2021 and DPIIT order dt. 16.09.2020 and all subsequent orders from time to time will apply in the instant case. Bidders are requested to submit a declaration indicating percentage of local content as per Annexure XXIV.

## **11. ACCEPTANCE OF TENDER**

- 11.1 Technically responsive tenders will be evaluated based only on the “landed price” (all-inclusive price), i.e. Rate per Unit inclusive of all taxes, duties, transportation & other charges.
- 11.2 The evaluation for ranking shall be carried out on the basis of “all inclusive” prices of the goods offered for each schedule separately including CAMC Cost for 5 years.
- 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:**

The LOA shall be issued or cost of machine including 2 years warranty and all taxes plus one year reagent requirement.

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

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

**Beneficiary Name: Central Medical Services Society**

**A/C No. 32719062216**

**Bank Name: SBI Bank**

**Branch: Nirman Bhawan, Maulana Azad Road, New Delhi**

**IFSC Code: SBIN0000583**

12.2 The Performance Bank Guarantee to be submitted is as under:

S.No.	Item Name	Validity of Bank Guarantee
1	For Machine with 2 years warranty	@3% of total cost of equipment for 850 days(365x2 + 60+60)
2	CAMC Period of 5 years	@3% of total CAMC cost of equipment for 1885 days(365x5 + 60)
3	For Reagents/Cartridges	@3% of total cost of Reagent/Cartridges for 850 days(365x2 + 60+60) after issuance of Purchase Order on yearly basis.

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-X**.

12.4 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.

12.5 The performance security bond will be discharged by the purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.

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

12.7 Security Deposit for CAMC: The bank guarantee valid till [(fill the date) 2 months after expiry of entire CAMC period per year wise] for an amount of Rs. [(fill amount) equivalent to 5 % of the cost of the equipment as per contract]

### 13. METHODOLOGY FOR PLACING ORDERS

For placing orders the following procedures will be adopted:

- 13.1 After the Price Bid opening, the lowest offer will be declared as the L1 tenderer. CMSS reserves right to negotiate prices with L1 bidder in justified cases.
- 13.2 The Tenderer, who has been declared as Lowest Tenderer for certain item(s), shall within the tender issue of LOA (letter of acceptance) execute necessary Agreement for the supply of the allocated quantity of such items as specified in the Tender Document after depositing the required amount as Security Deposit and on execution of the agreement such Tenderer shall supply goods on receipt of Purchase Orders. The format of LOA, agreement, Purchase Order is attached at Annexure –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.
- 13.3 If two or more than two Tenderers are declared as lowest suppliers for the same item(s)(i.e. emerge L1),such Tenderers shall execute necessary agreement as specified in the Tender Document on depositing the required amount as Security Deposit and on execution of the agreement such Tenderer will be eligible for placement of Purchase Orders for equal proportion of tendered quantities (50:50 or 33.33:33.33:33.33) for such item(s) for which they are declared as lowest (L1).
- 13.4 CMSS will counter offer the lowest rate (L1 rate) to other Tenderers in the order of their ranking i.e. L2, L3 and so on will be asked to match the L1 price- Not Applicable.
- 13.5 CMSS will counter offer the lowest rate (L1 rate) to other Tenderers in the order of their ranking i.e. L2, L3 and so on will be asked to match the L1 price - Not Applicable.
  - i. In order to maintain uninterrupted supplies, the CMSS will place orders with

minimum of two suppliers for tendered product with 70% of the orders given to L1 and the balance 30% to the next Matched Lowest Tenderer.

- ii. In case there is no L2 /matched bidder, balance quantity up to extent of quoted quantity or at most for balance 50% quantity can be offered to L1 bidder. Quantity beyond quoted quantity will be ordered on mutual consent.
  - iii. In case, L2 bidder/matched bidder refuses to accept the offered quantity, balance quantity up to extent of quoted quantity or at most for balance 50% quantity can be offered to L1 bidder. Quantity beyond quoted quantity (and including quantity in consideration in Clause No. 10.1 (i)) will be ordered on mutual consent.
  - iv. In case L1 bidder has quoted for 50% quantity, the balance quantity will be offered to L2 and L3 bidders for 30% and 20% quantity respectively.
  - v. In case there is no L3/matched bidder at 3<sup>rd</sup> position (i) above may be followed or balance 50% quantity may be offered to L2/matched bidder in case L1 does not agree to supply 70% of tendered quantity.
  - vi. In case of requirement of large quantities, CMSS may place orders with 3 suppliers in the ratio of 50:30:20, which will be indicated in the tender document at Annexure-I.
- 13.6 If the lowest supplier has failed to supply the required items within the stipulated time or within the extended time, as the case may be, CMSS may cancel such purchase orders and on cancellation, CMSS *may* place Purchase Orders with the Matched Lowest Tenderer or to the other tenderers at the risk and cost of the defaulted supplier.
- 13.7 The supplier shall complete the supply of the items required by CMSS at the consignee destination mentioned in the schedule, within minimum required period —as stipulated in order from the date of the orders.
- 13.8 The supplier shall supply the items at the specified destination and submit a copy of the Purchase Order, Delivery Challan and other relevant documents at the same



destinations.

13.9 After supply of items at the specified destinations, the supplier shall submit Invoice (Original), Certificate of analysis (Batch Wise) and other relevant documents etc., at the Head Office, CMSS for claiming payment.

13.10 Subject to para (13.6) to para (13.9) above, CMSS will process the invoices submitted by the supplier and the payments against supply will be made within 60 days from the date of submission of all relevant documents to the CMSS provided the items supplied has been declared of STANDARD QUALITY, by the Empanelled Laboratory of CMSS.

#### **14. SUPPLY / DELIVERY CONDITIONS**

14.1 The supplier should acknowledge the receipt of the Purchase Order within 3 days of its receipt.

14.2 The supplies will be made in staggered quantities as detailed in Annexure –I.

14.3 (a) The supplier shall supply, the ordered quantity of machines and kits within minimum required period of 60 days from the date of LOA at the destinations mentioned in the purchase order. If the above day happened to be a holiday for CMSS, the supply should be completed by 5.00 PM on the next working day. In case of non-execution of the order either partially or fully, CMSS reserves the right to cancel the purchase order or place fresh purchase orders on alternative source at the risk and cost of the default supplier. In such cases the CMSS, has every right to recover the cost and impose penalty including blacklisting of the supplier and the product.

- Installation & commissioning, supervision, Demonstration, Trial run and training etc. Installation and commissioning shall be completed within 30 days (For machines) of handing over the site of installation, complete in all respect by the consignee

(b) With the prior approval of CMSS, the supplier may continue the supply, Installation & Commissioning the unexecuted quantity after 75th day or after the delivery dates/schedule as mentioned in P.O., with Liquidated Damages as specified in Clause 18 of the tender conditions on the delayed supplies.

(c) Supplies should be made directly by the tenderer and not through any other Agency/Dealer/Distributor.

(d) The Tenderer shall not, at any time, assign, or make over the contract or the benefit thereof or any part thereof to any person or persons what so ever.

**(e) Transportation of Goods**

- Instructions for transportation of domestic goods including goods already imported by the supplier under its own arrangement:
- In case no instruction is provided in this regard, the supplier will arrange transportation of the ordered goods as per its own procedure.

**(f) Insurance**

- In case of supply of goods on Consignee site basis, the supplier shall be responsible till the entire contracted stores arrive in good condition at destination. The transit risk in this respect shall be covered by the Supplier.

**(g) Spares and Consumables**

- Supplier shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the goods so that the same are used during warranty and CAMC period.

**(h) Incidental services**

The supplier shall be required to perform the following services:-

- 1) Installation & commissioning under its supervision and demonstration of the working of the goods supplied. The goods offered should be suitable for Indian electrical rating as follows: Power supply: 200-230V, 50Hz (Single Phase) or 400-440V, 50Hz ( 3 Phase).
- 2) Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.
- 3) Training of Consignee's doctors, staff, operators etc. for operating and maintaining the goods
- 4) Supplying required 3 number of Instruction, Testing & Maintenance and operation manual, for the goods, Catalogue and Literature, Data Sheet, Relevant Test certificate, Quality Certificate, Guarantee Certificate and Any Others related documents.
- 5) This shall include installation & commissioning, supervision, Demonstration, Trial run and training etc. Installation and commissioning shall be completed within 15 days of handing over the site of installation, complete in all respect by the consignee.

The date of handing over of the site has to be intimated by the supplier to the TIA. The delay on the part of the supplier to install and commissioning the equipment will attract the provision as contained in the liquidated damage clause.

**(i) Distribution of Dispatch Documents for Clearance/Receipt of Goods**

The supplier shall send all the relevant dispatch documents well in time to the TIA/Consignee to enable the TIA/Consignee clear or receive (as the case may be) the goods in terms of the contract.

The usual documents involved and the drill to be followed in general for this purpose are as follows.

Within 24 hours of dispatch, the supplier shall notify the TIA/consignee, and others concerned if mentioned in the contract, the complete details of dispatch and also supply the following documents to them by registered post/ speed post / courier:-

- (i) Two copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount.
- (ii) Consignee Receipt Certificate in original issued by the authorized representative of the consignee, to be signed by store in-charge and returned to the supplier.
- (iii) Packing list identifying contents of each package.
- (vi) Inspection certificate issued by the nominated Inspection agency, if any.
- (v) Certificate of origin.
- (vi) Insurance Certificate.
- (vii) Manufacturers/Supplier's warranty certificate & In-house inspection certificate

14.5 All the Tenderers are required to supply the product(s) with printed text "GOVT. OF INDIA SUPPLY – NOT FOR SALE" in red-colour on the Stickers and also on the external packings. Goods received without this print will not be accepted by CMSS/Consignee. Affixing of rubber stamp shall not be accepted. However, the approved art work will prevail.

14.6 If at any time the Tenderer has, in the opinion of the CMSS, delayed the supply of drugs/ goods due to one or more reasons related to Force Majeure events such as riots, mutinies, wars, fire, storm, tempest or other exceptional events at the manufacturing premises, the time for supplying the drugs/goods may be extended by the CMSS at its discretion for such

period as may be considered reasonable. However, such extension shall be considered only if a specific written request is made by the Tenderer within 10 days from the date of occurrence of such event. The exceptional events do not include scarcity of raw material, increase in the cost of raw material, electricity failure, labour disputes/ strikes, insolvency, and closure of the factory/ manufacturing unit on any grounds etc.

- 14.7 The supplier shall not be liable to pay LD/ penalty and forfeiture of security deposit for the delay in executing the contract on account of the extension of supply period on the ground of force majeure events.

## **15. PACKING**

- The Drugs/Goods shall be supplied in the package specified in the Technical Specifications in **Annexure-I**.
- The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.
- The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.
- **Packing instructions:**

Unless otherwise mentioned, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:

- a. contract number and date
- b. brief description of goods including quantity

- c. packing list reference number
- d. country of origin of goods
- e. consignee's name and full address and
- f. supplier's name and address

## **16. QUALITY CONTROL**

16.1 Quality Control is an essential part of the current procurement and it is the responsibility of the supplier to ensure quality assurance as per specifications/bid document. The products should conform to the standards as specified in Annexure-I of the Tender document.

- The TIA (Tender Inviting Authority) and/or its nominated representative(s) may, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The TIA shall inform the supplier in advance, in writing, the TIA's programme for such inspection and, also the identity of the officials to be deputed for this purpose.
- The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings,ign details and production data, shall be furnished by the supplier to the TIA's inspector at no charge to the TIA.
- If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the TIA's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the TIA and resubmit the same to the TIA's inspector for conducting the inspections and tests again.
- In case the contract stipulates pre-despatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the TIA's inspector well ahead of the contractual delivery period, so that the TIA's inspector is able to complete the inspection within the contractual delivery period.

- If the supplier tenders the goods to the TIA's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the TIA under the terms & conditions of the contract.
- The TIA's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by TIA's inspector during pre-despatch inspection mentioned above.
- Goods accepted by the TIA/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute TIA's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract

16.2 The bidder/ supplier understand that the tendered item/items is/are critical health goods and the quality parameters of supplied goods are to be ensured during complete specified shelf life as indicated in technical specification/bid document/ official compendium. Bidder/Supplier also appreciate that failure in quality checks is serious default as it may derail entire programme and can also risk the life of users of supplied health goods.

16.3 CMSS will embark on stringent quality checks to ensure that tendered goods meet required standards. For this purpose, CMSS reserves the right to carry necessary inspections/tests at any of, or any combination of or/ all of following stages:

- (a) At Pre-Dispatch stage-team of experts can be constituted by the program division for inspection of the goods for confirmation of quality.
- (b) At Delivery Stage: inspection done once the goods reach at consignee location and before taking over supplied goods in inventory.
- (c) Post Delivery Surveillance:. Quality Monitoring Activities may also be organized by CMSSpost delivery. In case of failure of goods during or at any stage (indicated at 16.3), the testing / Inspection charges would be claimed for the defaulting vendor.

16.4 In case of failure of goods during or at any stage (indicated at 16.3), the testing / Inspection

charges would be claimed for the defaulting vendor.

- 16.5 The supplies will be deemed to be completed only upon receipt of the Inspection report “Not of Standard Quality/ Required Specification” such goods will be deemed to be rejected goods.
- 16.6 A The commissioning will be deemed to be completed only upon receipt of the Testing Report, Installation Report (as per Annex. XXV) and FAC (as per Annex. XXII).
- 16.7 In the event of the samples of Goods supplied fails in quality tests or found to be not as per specifications at any of testing/inspection stages, depending upon the type, nature and seriousness of failure, consequences resulting from such default, availability of alternate sources, the CMSS is at liberty to either:
- Action to debar/blacklist the supplier for suitable period, as decided by CMSS may also be initiated, in addition to forfeiture of PSD.
  - In addition, the Competent Authority (Licensing Authority) will be informed for initiating necessary action on the Tenderer in their state. Security deposit will also be forfeited without any intimation.
  - The decision of the CMSS or any officer authorized by CMSS, as to the quality of the supplied equipment’s , etc., shall be final and binding.
- 16.8 In case of quality/testing/inspection failure, CMSS reserves the right to terminate the PO and award the work/balance work to next L-2, L-3, subsequent bidder at the L-1 cost or at market rates at the risk and cost of defaulting vendor.
- 16.9 In case the PO issued to awarded bidder is terminated on account of quality/testing/inspection/non supply/non commissioning and PO is issued to some other vendor, the original awarded bidder will be liable to dismantle and lift their equipment at their own cost and hand over the site to the new vendor within one week of notice. If the vendor will not dismantle the equipment in the given time as per TIA, TIA/Consignee reserves the right to get the equipment dismantled from external party and auction/sell the equipment part (s) or as whole at the risk and cost of the defaulting supplier.

## **17. PAYMENT PROVISIONS**

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

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

## **FOR PAYMENT OF MACHINE**

### **a) On delivery:**

80% payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents:

- (i) Two copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Consignee Receipt Certificate in original issued by the authorized representative of the consignee;
- (iii) Packing list identifying contents of each package;
- (iv) Inspection certificate issued by the nominated Inspection agency, if any.
- (v) Insurance Certificate
- (vi) Certificate of origin.

### **b) On Acceptance:**

Balance 20% payment would be made against 'Final Acceptance Certificate' to be issued by the consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise. Final acceptance certificate will be released by the consignee on completion of installation, commissioning, training, and successful running of equipment (at least 2-3 weeks) and handing over the equipment to the consignee.

### **c) Payment for Comprehensive Annual Maintenance Contract Charges:**

The TIA will enter into CAMC with the supplier at the rates as stipulated in the contract & Tender terms and conditions (on receipt of bank guarantee for an amount equivalent to 3 % of the cost of the equipment as per contract in the prescribed format given in Annexure XV, valid till 2 months after expiry of entire CAMC period). The payment of CAMC will be made on six monthly basis after satisfactory completion of said period, duly certified by the consignee.

- The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignees.
- While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.
- While claiming reimbursement of duties, taxes etc. from the TIA, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall



refund to the TIA forthwith.

Following documents required: -

1. Four/Two (Yearly/Half Yearly) Preventive Maintenance Certificates duly certified by Consignee.
2. Yearly/Half Yearly (as applicable) uptime certificate each duly certified by consignee to be submitted along with invoice of CAMC.
3. CMSS shall get the uptime certificate as submitted by the vendor confirmed from the Programme Division, HQ.
4. The downtime penalty (if any) may be deducted from the current bill cycle/next cycle of payment after getting confirmation of the Programme division.

17.2 The payment towards supply of drugs/goods to CMSS will be made either by means of Cheque or through RTGS (Real Time Gross Settlement System)/ Core Banking/ NEFT. The Tenderer shall furnish the relevant details in original (Annexure-XII) to make the payment through RTGS/Core Banking/NEFT.

17.3 All bills/ Invoices should be raised in duplicate and the bills should be drawn in the name of Central Medical Services Society, 2<sup>nd</sup>Floor, Vishwa Yuvak Kendra, Pandit Uma Shankar Dikshit Road, Chanakyapuri, New Delhi-110021 or in the name of any other authority as may be designated. Suppliers have to mention E- aushadhi PO No. and tranche/ lot on the invoice.

17.4 (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.

**d) Payment for Kits/ Reagents:** 100% payment would be made lot wise (Schedule Wise) against 'Consignee Receipt Certificate' to be issued by the consignees subject to recoveries. **All the consignees receiving supplies should issue Consignee Receipt Certificate (CRC) as per Annexure XXII to the supplier for payment.**

**18 LIQUIDATED DAMAGES AND OTHER PENALTIES:**

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

- (a) Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule specified by the purchaser in its purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the purchase order, purchaser reserves the right either to short-close/cancel this purchase order and/or recover liquidated damage charges. The cancellation/short-closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance-unsupplied quantity at the risk and cost of the defaulting vendor.
- (b) Repeated/habitual delays by the supplier in the performance of its delivery obligations shall render the supplier liable to any or all of the following sanctions; imposition of liquidated damages, forfeiture of its performance security, and/or termination of the contract for default and purchaser reserves the right to purchase balance-unsupplied quantity at the risk and cost of the defaulting vendor.
- (c) If the suppliers are not completed in the extended delivery period, the purchase order may be short closed without any compensation to supplier and the performance security shall be forfeited.
- (d) Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.
- (e) Purchaser reserves the right to debar/blacklist the supplier for a suitable period who habitually failed to supply the goods/services in time. The decision of purchaser will be final and binding.
- (f) Downtime Penalty- The maximum time allowed to attend any maintenance/ repair call by the supplier shall be within 48 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 18.2.
- (g) Installation and commissioning shall be completed within 15 days of handing over the site of installation, complete in all respect by the consignee. The date of handing over of the site has to be intimated by the supplier to the TIA. The delay on the part of the supplier to install and commissioning the equipment will attract the provision as contained in the liquidated damage clause 18.2.

- 18.2 If the supply reaches the designated consignee places or CMSS Warehouse after scheduled delivery date mentioned in LOA/P.O, liquidated damages will be levied @ 2.5% per week to be applied proportionately on per day basis up to a maximum of 10% of P.O. Cost, irrespective of the fact that whether the CMSS has suffered any damage/ loss or not, on account of delay in effecting supply. If the last scheduled delivery day happens to be a holiday the supply will be accepted on the next working day without any penalty.
- 18.3 If the supply is received in damaged condition it shall not be accepted. In case of damage in the packing only, the supply may be accepted subject to purchaser's decision and after levying a penalty which may be upto 5% of cost of package received with damaged packing.
- 18.4 Timely supply is the essence of contract/ Purchase order. The drugs/medicines/items ordered are meant for key National programmes & delay in supply can have the adverse impact on patients can derail the critical National level Disease Control Programme.

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

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

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

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

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

& cost of the defaulting supplier (which may be with financial implication) or grant further extension if deemed fit.

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

After completion of complete LD period, if the supplier/vendor still fails to deliver goods (or a part of it) within extended timelines, actions against the supplier/vendor may be initiated for default in supplies as per terms & conditions stipulated in the tender including:-

- CMSS reserves the rights/options to short close the delayed lot/tranche undelivered without going for purchase of balance quantity or
- Short close the delayed lot/tranche and go for procurement of the undelivered quantity from other approved supplier available in the contract at the same rates (with no financial implication) or from open market at the risk & cost of the defaulting supplier (which may be with financial implication).

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

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

## 19. **WARRANTY**

- **Warranty period- 2 years from the date of installation and commissioning.**
- **CAMC period- 5 years after the warranty period.**

The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the TIA in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials, manufacturing or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied goods under the conditions prevailing in India.

- 19.1 The warranty shall remain valid for the period as mentioned in the list of requirement/ General Technical specification, after the goods or any portion thereof as the case may be, have been

delivered, installed and commissioned at the final destination.

- a. No conditional warranty will be acceptable.
- b. Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Turnkey work and it will also cover the following wherever applicable:-
  - Any kind of motor.
  - Plastic & Glass Parts against any manufacturing defects.
  - All kind of sensors.
  - All kind of coils, probes and transducers.
  - Printers and imagers including laser and thermal printers with all parts.
  - UPS including the replacement of batteries.
  - Air-conditioners
  - All kinds of coils, probes and transducers including ECG cable, BP transducers, SpO2 Probes, Ultrasound and Colour Doppler Transducers/probes, BP Cuffs, Defibrillator internal paddles, chart recorders, ventilator reusable patient circuits, servo humidifier with chamber, electrodes and probes for blood gas analyser, MRI coils.
  - All kinds of flat panel sensors and cassettes for Digital Radiography & Computer Radiography systems and patients handling trolleys, etc.
  - X-ray and CT tubes and high-tension cables.
  - Helium Replacement.
  - Computers and all preloaded Softwares.
- c. Replacement and repair will be under taken for the defective goods.
- d. Proper marking has to be made for all spares for identification like printing of installation and repair dates.
  - In case of any claim arising out of this warranty, the TIA/Consignee shall promptly notify the same in writing to the supplier.
  - Upon receipt of such notice, the supplier shall, within 48 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the TIA for such replaced parts/goods thereafter. The penalty clause for non-rectification will be applicable as per tender conditions (refer clause no 18)
  - In the event of any delay in rectification of a defect or replacement of any defective goods, when the equipment has remained non functional during the warranty period, the

warranty of the equipment shall stand extended by number of days the equipment has remained non functional from the date such rectified / replaced goods starts functioning to the satisfaction of the TIA.

- If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 48 hours on a 24(hrs) X 7 (days) X 365 (days) basis, penalty shall be imposed as per clause no 18 for defective units/goods, the TIA may proceed to take such remedial action(s) as deemed fit by the TIA, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the TIA may have against the supplier.
- During Warranty period, the supplier is required to visit at each consignee's site at least once in 3 months commencing from the date of the installation for preventive maintenance of the goods.
- During Warranty/CAMC period, the supplier is required to visit at each consignee's site at least once in 12 months commencing from the date of the installation for Calibration of the goods
- The TIA reserve the rights to enter into Annual Comprehensive Maintenance Contract with the Supplier for the period as mentioned in Terms & Conditions, after the completion of warranty period.
- The manufacturer/supplier along with its Indian Agent and the CAMC provider shall ensure continued supply of the spare parts for the machines and equipment supplied by them to the TIA for 10 years from the date of installation and handing over.
- The Supplier along with its Indian Agent and the CAMC Provider shall always accord most favoured client status to the TIA vis-à-vis its other Clients/TIAs of its equipment/machines/goods etc. and shall always give the most competitive price for its machines/equipment supplied to the TIA/Consignee.

**(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.

19.2 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 any other rights which the purchaser may have against the contract in respect of such defects.

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

20.1 If the goods do not conform to tender specifications, the Tenderer will be liable for relevant action under the existing laws and the entire stock has to be taken back by the Tenderer within a period of 30 days of the receipt of the letter from the CMSS. Such stock shall be taken back at the expense of the Tenderer. The CMSS has the right to destroy such "NOT OF STANDARD QUALITY GOODS" if the Tenderer does not take back the goods within the stipulated time. The CMSS will arrange to destroy the "NOT OF STANDARD QUALITY GOODS" after the expiry of 30 days mentioned above without further notice, and shall also collect demurrage charges calculated at the rate of 0.5% per week on the value of the drugs/goods rejected till such time stipulated.

20.2 The CMSS will be at liberty to terminate, without assigning any reasons thereof, the contract either wholly or in part or short closed on 30 days notice. The Tenderer will not be entitled for any compensation whatsoever in respect of such termination besides forfeiture of Security Deposit and purchaser reserves the right to purchase balance-unsupplied item at the risk and cost of the defaulting vendor.

20.3 For infringement of the stipulations of the contract, for non performance/compliance of contractual terms or for other justifiable reasons, the contract may be terminated either wholly, or in part or shortclosed. by the CMSS and the Tenderer shall be liable to pay for all losses sustained by the CMSS in consequence of the termination which may be recovered personally from the Tenderer or from his properties, as per rules besides forfeiture of Security Deposit.

20.4 In the event of making Alternative Purchase, as specified in in Clause 13(f), Clause 14.2(a), Clause 16.7 and other clauses herein, penalty will be imposed on the supplier. The excess



expenditure over and above contracted prices incurred by the CMSS, in making such purchases from any other sources or in the open market or from any other Tenderer who has quoted higher rates and other losses sustained in the process, shall be recovered from the Security Deposit or from any other money due and become due to the supplier and in the event of such amount being insufficient, the balance will be recovered personally from the supplier as per rules.

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

## **21. 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.

## **22. 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.

## **23. 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 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.

#### **24. 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.

#### **25. JURISDICTION**

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

**CENTRAL MEDICAL SERVICES  
SOCIETY NEW DELHI- 110001**  
**ONLINE TENDER FOR PROCUREMENT OF 725 molecular Diagnostics Platform  
(Machines), along with Consumables and CAMC Services.**

Schedule	Type of Machine	No. of Machines	Tentative quantity of Consumables likely to be consumed over a period of 7 years.	CAMC
<b>Sch-I (Molecular Diagnostic fully automated real time PCR system for detection of Mycobacterium tuberculosis (MTB) and at least Rifampicin (Rif) Resistance) with 2 years warranty</b>	<b>Machine capable of performing one test</b>	<b>2</b>	<b>16,000 Nos.</b>  2500 for first year (2250/ Year for 6 Years)  <b>With free 20% of RIF &amp; INH each.</b>	<b>CAMC for 5 Years ( after initial warranty period of 2 years)</b>
<b>Sch-II (Molecular Diagnostic fully automated real time PCR system for detection of Mycobacterium tuberculosis (MTB) and at least Rifampicin (Rif) Resistance) with 2 years warranty</b>	<b>Machine capable of performing two tests simultaneously and independently</b>	<b>256</b>	<b>36,53,500 Nos.</b>  197500 for first year (576,000/ Year for 6 Years)  <b>With free 20% of RIF &amp; INH each.</b>	<b>CAMC for 5 Years ( after initial warranty period of 2 years)</b>
<b>Sch-III (Molecular Diagnostic fully automated real time PCR system for detection of Mycobacterium tuberculosis (MTB) and at least Rifampicin (Rif) Resistance) with 2 years warranty</b>	<b>Machine capable of performing Four tests simultaneously and independently</b>	<b>467</b>	<b>1,33,09,000 Nos.</b>  (700,000 for first year (21,01,500/ Year for 6 Years)  <b>With free 20% of RIF &amp; INH each.</b>	<b>CAMC for 5 Years ( after initial warranty period of 2 years)</b>

**Note:**

1. The bidder shall mandatorily quote for all the items of the schedules viz. cost of Machine, cost of consumables and CAMC Cost as per the provisions of the tender enquiry. Bidder

who did not quote for all the items of the schedule, shall be summarily rejected.

2. The bidder shall quote per unit cost of consumable. This cost of consumables shall be frozen for a period of 07 years. The estimated quantity of consumables, likely to be consumed during the aforesaid period of 7 years, is indicated in table above. However, purchase order for consumables shall be placed as per requirement of the user based upon actual consumption, which can be different than the estimated quantity indicated above.

3. The evaluation of bids shall be done considering cost of basic Machine inclusive of duties and taxes on DDP basis plus estimated quantity of consumables over a period of 7 years plus Net Present Value (NPV) of CAMC charges discounted @ 12% per annum. The contract shall be awarded to the bidder who emerges as L-1 on aforesaid criteria.

4. The bidder shall mandatorily quote for all the items of the schedules viz. cost of Machine, cost of consumables and CAMC Cost as per the provisions of the tender enquiry. Bidder who did not quote for all the items of the schedule, shall be summarily rejected.

5. The award shall be issued for cost of machine(all inclusive) with 2 years warranty and 5 years CAMC. The LOA for 7 years tentative consumables required shall be issued, however, The Purchase Order for each year shall be placed individually based on actual requirement Programme division.

#### **6. Delivery Schedule**

- (a) **Machines:-** To be supplied within 60 days from the date of issuance of Letter of Award(LOA) at state consignees and installation of machines at identified facilities within 30 days after delivery of machines.
- (b) **Consumables:-** To be supplied within 60 days from the date of issuance of Letter of Award (LOA) at state consignees
- (c) **CAMC:-** The molecular diagnostics platforms (machines) which are installed at the facilities shall be covered under CAMC from the next day after the completion of manufacturer warranty.

Annexure 1A – Technical Specification

Annexure 1B –Consignee Location & Delivery schedule for **Molecular Diagnostics Platform (Machines) Consumables and CAMC Services.**

2958865/2022/TB DIVISION

Z-28015/240/2022-TB

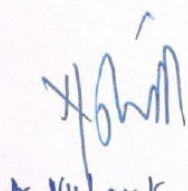
**Technical Specifications of fully Automated Real time PCR System for detection of *Mycobacterium tuberculosis* (MTB) and atleast Rifampicin (Rif) Resistance**

**RT PCR System Specifications:**

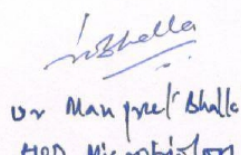
1. The system should be a fully automated Real time PCR system capable of detecting M. tb. The system should also be capable of detecting at least Rif resistance if M. tb is detected.
2. In case DNA extraction is not part of the system, the user manual for the instrument should be provided separately.
3. The optimum diagnostic sensitivity and specificity of the platform for detection of TB and Rifampicin resistance should be as per the table below:

	Optimum Sensitivity	Optimum Specificity
<b>Detection of MTB</b>		
Smear Positive	≥90%	≥98%
Smear Negative	≥68%	≥99%
<b>Detection of Rif resistance</b>	≥95%	≥98%

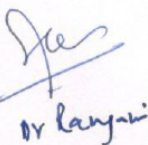
4. The product manual/insert should have pictorial representation of the test methodology.
5. The platform should allow 35-40 cycles of PCR per test.
6. The system should be capable of testing multiple samples simultaneously.
7. Each sample module should function independently enabling complete random-access operation.
8. The system operation should have fast, accurate and simplified molecular testing mechanism involving minimal specialized skills. The platform should have simple and easy procedure for use by minimally trained technician.
9. The system design should be space-saving requiring minimal power and capable of working in all climatic conditions across the Indian sub-continent. The Operating Environment for the system should have ambient temperature ranging from 15°-35°C and Relative humidity from 10% to 80%.
10. The system should be able to stabilise the sample temperature rapidly and precisely thereby allowing faster process and more accurate results. It should be able to deliver result rapidly and accurately within two hours.



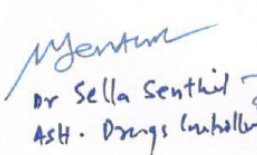
Dr. Manpreet Singh



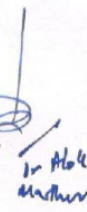
Dr. Manpreet Singh



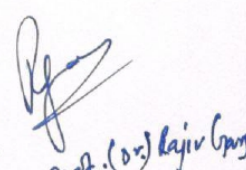
Dr. Manpreet Singh



Dr. Sella Senthil  
ASH - Drugs Controller



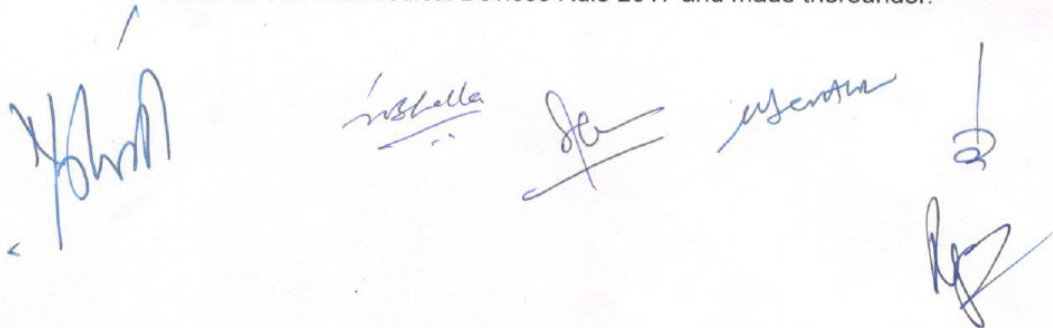
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11. The system should fully integrate and automate the processes required for real time PCR based molecular testing.
12. The system should be able to monitor error conditions of reaction vessel to avoid false results. System should have alarms for any defect / fault result to be given.
13. System should have single-use disposable sealed reaction vessel to avoid contact with instrument/ environment/ carry over contamination.
14. The Turnaround time (TAT) from sample processing to results should not be more than two hours for MTB detection or Rif resistance detection.
15. System should be supplied with a suitable printer for generation of reports or capable of linking to other existing models of printers (open system).
16. The system should be capable of live-tracking and linkage to Nikshay.
17. The software used should be easily upgradable and user-friendly and free of cost.
18. The system should have mains/battery operated with minimum back up for at least six hours.
19. The platform should have Voltage (220V) and plugs well adapted to Indian specifications suitable to 5 amp/ 15 amp.
20. The platform should be capable of auto-calibration.
21. The platform should be capable of storing minimum 10,000 test results; with facility for back-up of all tests performed.
22. System should be provided with a CMC of four years beyond warranty period. CMC rates for next five years should be quoted at the time of purchase.
23. List of spare parts with price list should be submitted with the tender.
24. Annual calibration and half yearly preventive maintenance should be a part of CMC at no extra cost.
25. The manufacturer should provide Pan-India sales and support commitment.
26. Quality and safety standards met by the product must be listed.
27. The product must have approval issued by competent authority under Drugs and Cosmetic Act and Medical Devices Rule 2017 and made thereunder.



**Specifications for Reagents:**

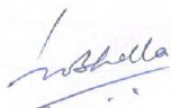
1. All consumables and accessory equipment for running the test should be provided with the system.
2. The kit insert should have pictorial representation of the test methodology.
3. Reagents provided should be ready to use. The shelf life for reagents should be minimum of 18 months. The minimum shelf life at the time of receipt of items by the consignee should not be less than 5/6th of the total/assigned shelf-life.
4. The storage condition for the reagents should be specified.
5. System should be supplied with self-contained single-use disposable reaction vessel.
6. Reaction vessel (chamber/module/channel) should have in- built controls to assess PCR.
7. Reaction vessel (chamber/module/channel) should be disposable, stable at ambient Indian temperatures (15°-35°C) and Relative humidity from 10% to 80%.
8. The kits should contain all necessary reagents for performing real time PCR.
9. Reaction vessel (chamber/module/channel) should include lyophilized PCR reagents for detection of *Mycobacterium tuberculosis* and / or Rifampicin resistance.
10. The product must have approval issued by competent authority under Drugs and Cosmetic Act and Medical Devices Rule 2017 and made thereunder.
11. The material used in consumables and its packaging should be compliant with the BMW Guidelines, 2016 or as amended thereafter.





**DNA Extraction System**

1. The technique used for DNA extraction should be detailed (such as Heat/ Chemical /Magnetic bead / Sonication)
2. The DNA extraction system should be fully automatic with digital display.
3. The DNA extraction system design should be space-saving requiring minimal power and capable of working in all climatic conditions across the Indian sub-continent. The Operating Environment for the system should have ambient temperature ranging from 15°-35°C and Relative humidity from 10% to 80%.
4. The system must have approval issued by competent authority under Drugs and Cosmetic Act and Medical Devices Rule 2017 and made thereunder.





## **Technical Scope of work for Comprehensive Annual Maintenance Contract (CAMC) of molecular diagnostics platforms (machines)**

The scope of work for CAMC of Molecular diagnostics platforms includes the following:

### **1. Comprehensive Maintenance of Molecular diagnostics platforms.**

- 11 To provide on-site support (preventive maintenance including cleaning, servicing, software update and calibration of the instrument) at locations across India.
- 12 To provide telephonic support (24x7) by attending the calls of users and resolve their issues.
- 13 To replace the old & defective parts with new original parts of the machines and maintain its record.

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

- 21 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 Molecular diagnostics platforms including components, assembly/sub-assembly, accessories, software etc., for efficient, un-interrupted and reliable operation of molecular diagnostics platforms under CAMC. Training and demonstration shall be provided whenever needed by the end user.
- 22 During the maintenance period, service provider shall arrange transport of man and material at their own cost as and when required for maintenance of the Molecular diagnostics platforms .
- 23 The services shall be comprehensive in nature wherein Preventive as well as Breakdown Maintenance of Molecular diagnostics platforms shall be carried out by the service provider including the arrangement of spares, tools, softwares, consumables, accessories, technical expertise, manpower and replacement of defective parts/equipment etc., Accessories for Molecular diagnostics platforms include Modules of Molecular diagnostics platforms, Barcode reader, Laptop/Desktop, pipettes supplied along with Molecular diagnostics platforms.
- 24 All spare parts of the Molecular diagnostics platforms covered under CAMC would be replaced with the original spare part by the company free of cost during the CAMC 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.
- 25 The molecular diagnostics machines shall be covered under CAMC from the next day after the completion of manufacturer warranty.
- 26 The maintenance and support by the service provider shall consist of periodical checks, preventive maintenance carried out on quarterly basis, cleaning of the Molecular diagnostics platforms and its accessories for trouble free operation of the molecular diagnostics platforms as well as attending the failures/breakdown/out of course repair etc.,

27. The service provider will make available all necessary parts, repair, labour associated with the repair and/or calibration (including calibration kits) of the Instrument incurred during the CAMC period.
28. The service provider shall
  - Keep sufficient spare parts during the maintenance period to ensure that replacement work for defect can be carried out immediately.
  - 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 deputed to investigate the fundamental cause.
29. In circumstance such that the
  - Service provider fails to attend the breakdown (as indicated in point no.2. 8 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.
210. The service provider shall not (without consent of Central TB Division) sub-let CAMC for Molecular diagnostics platforms in NTEP to other agencies.

**3. General Terms and Conditions to be included by the procurement agency as per latest General Financial Rules & Guidelines of Govt. of India.**

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### Consignee list

Consignee list for procurement of molecular diagnostics platforms (machines) along with consumables required for MTB tests and CAMC							
Sl.No	State / UT Name	Consignee address	Email IDs	Total molecular diagnostics platforms (machines) to be procured	Bifurcation of molecular diagnostics platforms		
					Machines capable of performing one test	Machines capable of performing two tests simultaneously and independently	Machines capable of performing four tests simultaneously and independently
1	Andaman and Nicobar Islands	State TB Officer - Andaman & Nicobar Islands c/o State Drug Store, District TB Center, G.B Pant Hospital, Andaman	<a href="mailto:stoan@rntcp.org">stoan@rntcp.org</a>	3	-	-	3
2	Delhi	State TB Officer - Delhi c/o 2nd Floor, Govt. Dispensary Building, Opposite to plot no.425- 426, Sector-21,Pocket -9, Rohini, (Near Rose convent School) Begumpur Road, Delhi -110085	<a href="mailto:stodl@rntcp.org">stodl@rntcp.org</a>	80	-	-	80
3	Gujarat	State TB Officer - Gujarat c/o State TB Training and Demonstration Center, Civil hospital Campus, Asarwa, Ahmedabad 380016	<a href="mailto:stogu@rntcp.org">stogu@rntcp.org</a>	157	-	157	-
4	Haryana	State TB Officer - Haryana c/o State Drug Store (NTEP), Haryana Sub Divisional Hospital (SDH), Naraingarh District Ambala 134203, Haryana	<a href="mailto:stohr@rntcp.org">stohr@rntcp.org</a>	35	-	-	35
5	Jammu & Kashmir (Jammu)	State TB Officer - Jammu c/o State Drug Store, C/o State TB Officer, Directorate of Health Services, Near MLA Hostel, Shalimar, Jammu -180001, Jammu	<a href="mailto:stojk@rntcp.org">stojk@rntcp.org</a>	25	-	-	25
6	Jammu & Kashmir (Kashmir)	State TB Officer - Kashmir c/o STDC Building oppo of Chest disease hospital Srinagar Email- sdsjksrn@gmail.com	<a href="mailto:sdsjksrn@gmail.com">sdsjksrn@gmail.com</a>	46	-	23	23
7	Kerala	State TB Officer - Kerala, State drug Store Kerala, State TB Cell, Red Cross Road, General Hospital Jn., Thiruvananthapuram- 35, Kerala, Ph. No. 0471-2468886	<a href="mailto:stoke@rntcp.org">stoke@rntcp.org</a>	25	-	-	25
8	Manipur	State TB Officer - Manipur c/o State Drug Store (TB) C/O State TB officer, R and D wing Lamphelpat, Manipur, PIN - 795004	<a href="mailto:stomn@rntcp.org">stomn@rntcp.org</a>	27	-	-	27
9	Mizoram	State TB Officer - Mizoram c/o State Drug Store, DR TB Centre, Falkawn, Aizawl-796001, Mizoram, Ph: 0389-2314326, 0389-2316563	<a href="mailto:stomz@rntcp.org">stomz@rntcp.org</a>	6	-	-	6
10	Sikkim	State TB Officer - Sikkim c/o State Drug Store, State TB Cell, Health and Family Welfare Department, Government of Sikkim, Annexure Building, Convoy Ground, Tadong-737102, Gangtok, East Sikkim.	<a href="mailto:stosk@rntcp.org">stosk@rntcp.org</a>	18	-	18	-
11	Telangana	State TB Officer - Telangana c/o State Drugs Stores(NTEP), STDC Campus, Opp: Metro Pillar No:1011 and 1012, S.R.Nagar (Irramnuma), HYDERABAD 500038 TELANGANA	<a href="mailto:stots@rntcp.org">stots@rntcp.org</a>	50	-	-	50
12	Tripura	State TB Officer - Tripura c/o State Drug Store, RNTCP –Tripura, Central Medical Store(CMS)Complex, Shyamalibazar, Agartala, Pin:799006. Tripura	<a href="mailto:stotr@rntcp.org">stotr@rntcp.org</a>	14	2	8	4
13	Uttar Pradesh	State TB Officer - Uttar Pradesh c/o State Drug Store/ Regional Drug Ware House, Additional Director, Medical Health Family Welfare, Lucknow Division, Nadarganj, Lucknow-226008	<a href="mailto:stoup@rntcp.org">stoup@rntcp.org</a>	239	-	50	189
<b>Total =&gt;</b>				<b>725</b>	<b>2</b>	<b>256</b>	<b>467</b>

**CMSS reserve to right to change the consignee at any time if required**

Consignee list for the Procurement of Molecular Diagnostics Platforms and consumables required for MTB tests through CMSS									
Sl.No.	State / UT Name	Total NAAT machines to be procured	Total no of consumables required for MTB tests*	Bifurcation of NAAT machines (Module-wise)					
				Machines capable of performing one test	No of consumables required for MTB tests*	Machines capable of performing two tests simultaneously and independently	No of consumables required for MTB tests*	Machines capable of performing four tests simultaneously and independently	No of consumables required for MTB tests*
1	Andaman and Nicobar Islands	3	4,000	-	-	-	-	3	4,000
2	Delhi	80	120,000	-	-	-	-	80	120,000
3	Gujarat	157	121,000	-	-	157	121,000	-	-
4	Haryana	35	52,500	-	-	-	-	35	52,500
5	Jammu & Kashmir (Jammu)	25	37,500	-	-	-	-	25	37,500
6	Jammu & Kashmir (Kashmir)	46	52,500	-	-	23	18,000	23	34,500
7	Kerala	25	37,500	-	-	-	-	25	37,500
8	Manipur	27	40,500	-	-	-	-	27	40,500
9	Mizoram	6	9,000	-	-	-	-	6	9,000
10	Sikkim	18	13,850	-	-	18	13,850	-	-
11	Telangana	50	75,000	-	-	-	-	50	75,000
12	Tripura	14	14,650	2	2,500	8	6,150	4	6,000
13	Uttar Pradesh	239	322,000	-	-	50	38,500	189	283,500
Total =>		725	900,000	2	2,500	256	197,500	467	700,000
*with free 20% of RIF & INH each									

**CMSS reserve to right the change the consignee at any time if required.**



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

***Annexure-II***

Date:

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

Sub: Acceptance of Terms & Conditions of Tender. Tender No: CMSS/PROC/ 2023-24/ NTEP/019  
Name of Tender: - **ONLINE TENDER FOR PROCUREMENT OF 725 Molecular**  
**Diagnostics Platform (Machines) along with Consumables and CAMC Services**

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 here by certify that I/we have read the entire terms and conditions of the tender documents  
(Including all document like annexure(s),schedule(s),etc.),which form part of the contract agreement  
and I/we shall abide here 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 here by unconditionally and unequivocally accept the tender conditions of above mentioned  
tender document(s)/ corrigendum(s) In its totality/entirety.

5.I/We do here by declare that our Firm has not been blacklisted/debarred by any  
Govt. Department/Public sector undertaking for the quoted product from any procurement agency or  
as a whole.

6. I/We here by declare that bid will remain valid for a period of 150 days after opening of Tender  
bid/packet1

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

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

**Annexure- III**  
**DETAILS OF E.M.D. SUBMITTED**

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

Sc h No .	Name of the Product	UOM	Quantit yin Bid	Amount of EMD Payable (in INR) for 100% quantity	Amount of EMD Payable (in INR) for 50% quantity	Quantity Quoted	% of the Bid Quan tity	Amoun tof EMD
1	3	4	5	6	7	8	9	10
I.	<b>Machine capable of performing one test (Moelcular Diagnostic fully automated real time PCR system for detection of Mycobacterium tuberculosis (MTB) and at least Rifampicin (Rif) Resistance) with 2 years warranty</b>	Nos.	<b>02</b> (machines)  <b>15,750</b> Nos. of consumabl es required for a period of 7 years Including 5 years of additional CAMC after the initial period of warranty.	<b>76400</b>	<b>38200</b>			
II	<b>Machine capable of performing two tests simultaneously and independently</b>  <b>Sch-II (Moelcular Diagnostic fully automated real time</b>	Nos.	<b>256</b> (machines)  <b>40,32,000</b> Nos. of consumabl es	<b>9038712</b>	<b>4519356</b>			

	<b>PCR system for detection of Mycobacterium tuberculosis (MTB) and at least Rifampicin (Rif) Resistance) with 2 years warranty</b>		required for a period of 7 years Including 5 years of additional CAMC after the initial period of warranty.					
III	Machine capable of performing four tests simultaneously and independently  <b>Sch-III (Molecular Diagnostic fully automated real time PCR system for detection of Mycobacterium tuberculosis (MTB) and at least Rifampicin (Rif) Resistance) with 2 years warranty</b>	Nos.	467 (machines)  <b>1,47,10,500</b> Nos. of consumables required for a period of 7 years Including 5 years of additional CAMC after the initial period of warranty.	<b>29186820</b>	<b>14593410</b>			

**Annexure IV-****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 place 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**

**Name in Capitals**

**Date**

**Seal**



*Annexure-V*

**ANNUAL TURN OVER STATEMENT**

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

---

S. No.	Financial Year	Turnover in Lakhs (Rs)
1.	2019-2020	-
2.	2020-2021	
3.	2021-2022	
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)

*Annexure– VI*

**LIST OF ITEMS QUOTED & THEIR PRODUCTION CAPACITY**

**1. Name of the firm :**

**2. Address of the firm as given in Drug license/Manufacturing License :**

**3. Details of Endorsement for all products quoted :**

Sch No	Item Code	Drug/Goods Name	UOM	Quantity Tendered	Quantity quoted	Manuf ac turing Capac ity	Quantity Manufacture d		Average Quantity Manufac tured	Percentag e Earmarke d to CMSS (6/8*100 )
							2020 - 21	2021 -22		
1	2	3	4	5	6	7	8A	8B	9	10
1		Machine capable of performing one test <b>(Moelcular Diagnostic fully automated real time PCR system for detection of Mycobacterium tuberculosis (MTB) and at least Rifampicin (Rif) Resistance) with 2 years warranty</b>	Nos.	<b>02</b> (machines)  <b>15,750 Nos.</b> of consumables required for a period of 7 years Including 5 years of additional CAMC after the initial period of warranty.						
2		Machine capable of performing two tests simultaneously and independently  <b>Sch-II (Moelcular Diagnostic fully automated real time PCR system for detection of Mycobacterium tuberculosis</b>	Nos.	256 (machines)  <b>40,32,000 Nos.</b> of consumables required for a period of 7 years Including 5 years of additional						

		<b>(MTB) and at least Rifampicin (Rif) Resistance) with 2 years warranty</b>		CAMC after the initial period of warranty.						
		Machine capable of performing four tests simultaneously and independently  <b>Sch-III (Molecular Diagnostic fully automated real time PCR system for detection of Mycobacterium tuberculosis (MTB) and at least Rifampicin (Rif) Resistance) with 2 years warranty</b>		467 (machines)  <b>1,47,10,500 Nos.</b> of consumables required for a period of 7 years Including 5 years of additional CAMC after the initial period of warranty.						
				TOTAL						

Date:

Authorized Signatory:

## Annexure VII- CHECK LIST

### Packet-1

S.No	Description	Page No			
1	Checklist- Annex-VII		Yes		No
2	EMD in the form of DD/FDR/NEFT/RTGS/ BG as per Annex-III / MSME certificate for exemption		Yes		No
3	Certificate by MSME/ SSI units in support of being a MSE/ SSI unit.		Yes		No
4	Notarized Undertaking by MSE (Annex-VIII)		Yes		No
5	Proforma for Performance Statement (Annex-IV)		Yes		No
6	Annual Turnover Statement for 3 Years (Annex-V)		Yes		No
7	Copies of Balance Sheet & Profit & Loss Account for last three years		Yes		No
8	List of items quoted and their production capacity – Annex-VI		Yes		No
9	Product Catalogue, Literature, Data Sheet		Yes		No
10	Quality Certificate		Yes		No
11	Mandate Form for RTGS-Annex-XII		Yes		No
12	No Deviation Certificate (Annexure-XVII)		Yes		No
13	Near Relative Certificate (Annexure-XVIII)		Yes		No
14	Manufacture Authorization Form (Annex-XIX)/Self Declaration for Manufacture or subsidiary		Yes		No
15	Service Centre Details (Annex-XX)		Yes		No
16	Declaration Local Content (Annexure- XIV)		Yes		No
17	Undertaking MoF (Annexure- XV)		Yes		No
18	Duly attested photocopy of License for the product duly approved by the Licensing Authority for each and every product quoted.		Yes		No
19	Authorization letter nominating a responsible person of the tenderer to transact the business with the Tender inviting Authority.		Yes		No
20	Purchase Order Copy		Yes		No

21	Non-Conviction Certificate issued by the Chartered Accountant/ Statutory Auditor		Yes		No
22	The Tender document signed by the tenderer in all pages with office seal		Yes		No
23	Undertaking that firm is not being blacklisted or debarred from any Govt Agency		Yes		No
24	GST Registration Certificate		Yes		No
25	Certificate of Incorporation in case of companies/copy of partnership deed in case of partnership firm/Declaration in case being a proprietary firm		Yes		No
26	Copy of Pan Card and ITR		Yes		No
27	Satisfactory Performance Certificate		Yes		No

**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 supply of equipments, Drugs and medicines for the year 2023-2024 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 tenderdocument.

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**

2nd Floor, Vishwa Yuvak Kendra, Pandit Uma Shankar Dixit Marg, Teen Murti Road, Opp. Police Station,  
Chanakyapuri, New Delhi- 110021, Tel: 011-214109005 011-21410906  
Email; gmproc.cmss@gmail.com

**LETTER OF ACCEPTANCE**

No: CMSS/PROC/2022-23/NTEP/019/LOA

Date \_\_\_\_\_

To,

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

Address: \_\_\_\_\_

Attn: \_\_\_\_\_

Phone: \_\_\_\_\_

Email \_\_\_\_\_

(Kind Attn: \_\_\_\_\_ (Name), \_\_\_\_\_ Designation)

**Sub: Acceptance of Tender FOR PROCUREMENT OF 725 Molecular Diagnostics Platform (Machines) along with Consumables and CAMC Services**

Ref: 1) CMSS Tender No. **CMSS/PROC/2023-24/NTEP/019** 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 725 Molecular Diagnostics Platform (Machines) along with Consumables and CAMC Services has been accepted for following items:

Sc h No .	Items Description	Quantity	Unit	Ex- Works per Unit (Rs.)	GST (%)	GST (Rs)	Transport & any other charges (Rs.)	Total unit price (all incl) (Rs.)	Gran d Total (Rs.)
1									
2									
<b>Grand Total</b>									

- 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. The Security Deposit shall be valid as per tender clause no12 from the date of commencement.
- 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 15 days for installation & commissioning from the handing over site for Molecular Diagnostics Platform (Machines) along with Consumables and CAMC Services from LOA. 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 /2022-23/ NACO/039 and subsequent amendments to it.

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**General Manager (Procurement)**

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

Annexure A to Acceptance Letter No:  
Supplier: M/s \_\_\_\_\_

**Annexure - A**

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



*Annexure – X*

**LONG TERM AGREEMENT (LTA) NO.: CMSS/PROC/2023-24/NTEP/LTA/039**

**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-110001 (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;

**PROCUREMENT OF 725 Molecular Diagnostics Platform (Machines) along with Consumables and CAMC Services** in the Tender Reference No. **CMSS/PROC/2023-24/NTEP/019**,

**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 Molecular Diagnostics Platform (Machines) along with Consumables and CAMC Services 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. **CMSS/PROC/2023-24/NTEP/019** 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.

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**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/019** 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.

Sc h. No .	Items Descripti on	Quantity	Unit	Ex- Wor ks Price per Unit (Rs)	GS T (%)	GST (Rs)	Transp ort & any other charges (Rs)	Rate Per Unit (Land ed Price) (Rs)	Grand Total (Rs)
Grand Total									

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*

<b>LIST OF MANUFACTURING LICENSES &amp; SITE ADDRESSES</b>					
<b>Sr. No.</b>	<b>Item Code</b>	<b>Item Description</b>	<b>Manufacturing Site Address</b>	<b>Manufacturing License No.</b>	<b>Remarks</b>
1					
2					
3					

**Annexure - XI**

**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-110001, India

**PURCHASE ORDER**

**PO No: CMSS/PROC/ 2023-24/NTEP/019/PO**

**Dated:**

To,

M/s \_\_\_\_\_  
Address: \_\_\_\_\_  
Attn \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email \_\_\_\_\_

**Subject: Purchase Order for PROCUREMENT OF 725 Molecular Diagnostics Platform**  
**(Machines) along with Consumables and CAMC Services** Ref : Long Term Agreement No:  
CMSS/PROC/ 2023-24/NTEP/LTA/019 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	Ex Works Price per Unit (Rs)	GS T (%)	GS T (Rs)	Transportation Charges (Rs)	Rate Per Unit (Landed Price)(Rs)	Total Value (Rs)	Destination
1											As per Annex-A
2											As per Annex-A

3											As pe r Annex -A
---	--	--	--	--	--	--	--	--	--	--	------------------------------

1. All the Terms & Conditions of the Agreement signed by you on acceptance of your tender are applicable.

2. Delivery Period : 90 Days from the date of Letter of Acceptance and 30 days for installation and commissioning the equipment from date of handing over the site for Molecular Diagnostics Platform (Machines) along with Consumables and CAMC Services and 90 Days from the date of Letter of Acceptance Molecular Diagnostics Platform (Machines) along with Consumables and CAMC Services.

3. Manufacturing license as per Annexure A and site address as per Annexure B.
4. Payment Terms for equipment: 80 % payment against delivery after receipt of required document and 20 % payment after receipt of FAC and other required document within 60 days of supplies for other items.
5. Payment Terms for Kits/Reagents: 100 % payment against delivery (lot wise) after receipt of FAC and other required document within 60 days of supplies for other items.

**General Manager (Procurement)**

Copy to :

1. General Manager (LSC), CMSS
2. General Manager (QA), CMSS
3. General Manager (Finance), CMSS
4. All Consignees through concerned Programme division.

*Annexure A to PO No:*

*Supplier: M/s*

**Annexure - A**

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

**Annexure-B**

*Annexure B to PO*

*No: Supplier: M/s*

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



*Annexure -XII*

**MANDATE FORM**

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

Date:

Company Seal

Signature

Place:

(Name of the person signing & designation)

Mandate Form contd..

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

(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.

Signature of the authorized  
official of the bank.

-----

**Annexure XIII- PACKET -2 PRICE –BID**

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

**TENDER FOR PROCUREMENT OF 725 Molecular Diagnostics Platform (Machines) along with Consumables and CAMC Services**

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

(Below sheet is only for reference)

Item Wise BOQ

Validate		Print		Help		em Wise BoQ			
Tender Inviting Authority: DG & CEO, CMSS									
Name of Work: TENDER FOR PROCUREMENT OF 725 Molecular Diagnostics Platform (Machines) along with Consumables and CAMC Services.									
Tender No: CMSS/PROC/ 2023-24/ NTEP/019									
Bidder Name :									
<b>PRICE SCHEDULE</b>									
(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 (In Rs.)	Transportation and any Other Charges in Rs. (Till 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	Molecular Diagnostic fully automated real time PCR system for detection of Mycobacterium tuberculosis (MTB) and at least Rifampicin (Rif) Resistance with 2 years warranty- Machine capable of performing one test	1. Annex-I	2	Nos					₹ 0.0000
1.02	CAMC Price for 1st year after completion of warranty (All Inclusive)- For Sch. I machine	2. Annex-I	2	Nos					₹ 0.0000
1.03	CAMC Price for 2nd year after completion of warranty (All Inclusive)- For Sch. I machine	3. Annex-I	2	Nos					₹ 0.0000
1.04	CAMC Price for 3rd year after completion of warranty (All Inclusive)- For Sch. I machine	4. Annex-I	2	Nos					₹ 0.0000
1.05	CAMC Price for 4th year after completion of warranty (All Inclusive)- For Sch. I machine	5. Annex-I	2	Nos					₹ 0.0000
1.06	CAMC Price for 5th year after completion of warranty (All Inclusive)- For Sch. I machine	6. Annex-I	2	Nos					₹ 0.0000
1.07	Tentative quantity of Consumables likely to be consumed over a period of 7 years for Sch. I- With free 20% of RIF & INH each	7. Annex-I	16,000	Nos					₹ 0.0000
1.08	Molecular Diagnostic fully automated real time PCR system for detection of Mycobacterium tuberculosis (MTB) and at least Rifampicin (Rif) Resistance with 2 years warranty-Machine capable of performing two tests simultaneously and independently	8. Annex-I	256	Nos					₹ 0.0000
1.09	CAMC Price for 1st year after completion of warranty (All Inclusive)- For Sch. II machine	9. Annex-I	256	Nos					₹ 0.0000
1.10	CAMC Price for 2nd year after completion of warranty (All Inclusive)- For Sch. II machine	10. Annex-I	256	Nos					₹ 0.0000
1.11	CAMC Price for 3rd year after completion of warranty (All Inclusive)- For Sch. II machine	11. Annex-I	256	Nos					₹ 0.0000
1.12	CAMC Price for 4th year after completion of warranty (All Inclusive)- For Sch. II machine	12. Annex-I	256	Nos					₹ 0.0000
1.13	CAMC Price for 5th year after completion of warranty (All Inclusive)- For Sch. II machine	13. Annex-I	256	Nos					₹ 0.0000
1.14	Tentative quantity of Consumables likely to be consumed over a period of 7 years for Sch. II- With free 20% of RIF & INH each	14. Annex-I	36,53,500	Nos					₹ 0.0000
1.15	Molecular Diagnostic fully automated real time PCR system for detection of Mycobacterium tuberculosis (MTB) and at least Rifampicin (Rif) Resistance with 2 years warranty-Machine capable of performing Four tests simultaneously and independently	15. Annex-I	467	Nos					₹ 0.0000
1.16	CAMC Price for 1st year after completion of warranty (All Inclusive)- For Sch. III machine	16. Annex-I	467	Nos					₹ 0.0000
1.17	CAMC Price for 2nd year after completion of warranty (All Inclusive)- For Sch. III machine	17. Annex-I	467	Nos					₹ 0.0000
1.18	CAMC Price for 3rd year after completion of warranty (All Inclusive)- For Sch. III machine	18. Annex-I	467	Nos					₹ 0.0000
1.19	CAMC Price for 4th year after completion of warranty (All Inclusive)- For Sch. III machine	19. Annex-I	467	Nos					₹ 0.0000
1.2	CAMC Price for 5th year after completion of warranty (All Inclusive)- For Sch. III machine	20. Annex-I	467	Nos					₹ 0.0000
1.21	Tentative quantity of Consumables likely to be consumed over a period of 7 years for Sch. III With free 20% of RIF & INH each	21. Annex-I	1,33,09,000	Nos					₹ 0.0000
Quoted Rate in Words		INR Zero Only							

(\* The bid evaluation is based on composite L1 price i.e sum of Row of Sr. No 1.01 to 1.11-1.1)

**L1 ranking based on net value= Cost of equipment with 2 yrs warranty unit price All Inclusive+ Cost of CAMC 1<sup>st</sup> year to 5th yrs after the completion of warranty two yrs (Net Present Value of CAMC cost discounted @ 12%) +Kits/ reagent cost for 7 yrs**

**Note:**

- 1.** List of consignee as **per Annex-IB.**
2. Details of weight, volume and dimensions of shipping cartons and intermediate cartons may be provided as an additional annex to this form

**Annexure-XIV**  
**Bank Guarantee for EMD (Format)**

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

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

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

**Date:** \_\_\_\_\_

**BIDGUARANTEE No.:** \_\_\_\_\_

We have been informed that *[insert **name of the Tenderer** ]* (hereinafter called "the Tenderer") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of *[insert **name of contract**]* under Tender No.....

Further more, we understand that, according to your conditions, bids must be supported by a EMD.

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

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

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

\_\_\_\_\_  
*[signature(s)]*

*Annexure-XV*

**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]*<sup>1</sup> 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.

### **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) Tenderers are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the tenderers will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/ n- Code/e-Mudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a tenderer. Please note that the tenderers are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Tenderer then logs into the site through the secured log-in by entering their user ID /password and the password of the DSC /e-Token.

#### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate tenderers to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the tenderers may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the tenderers have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the tenderers through SMS /e-mail in case there is any corrigendum issued to the tender.



document.

- 3) The tenderer should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

## **PREPARATION OF BIDS**

- 1) Tenderer should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents-including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Tenderer, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLS/RAR/DWF/JPG formats. Bid documents may be scanned 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 can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## **SUBMISSION OF BIDS**

- 1) 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 with 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

.....  
.....

**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

## ***Annexure-XVIII***

### ***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 XIX

### MANUFACTURER'S AUTHORISATION FORM

To,

DG&CEO,  
Central Medical Services Society  
New Delhi- 110001

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 \_\_\_\_\_**

**[Signature with date, name and designation]  
for and on behalf of Messrs \_\_\_\_\_**

*[Name & address of the manufacturers]*

*[Name & address of the bidder]*

- Note: 1. This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.
2. Original letter shall be submitted at the time of signing the contract; scanned copy to be uploaded at the e-procurement site.
3. Manufacturer is solely responsible for providing the continuing warranty, CAMC service and Contractual Obligations for the approved stipulated period.

## **Annexure XX**

### **Details of Service Centre**

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**



## **CONTRACT FORM FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT**

(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)**

[illegible]

a) The Contract of Annual Comprehensive 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 Annual Comprehensive 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 98% uptime warranty during CAMC period on 48 (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. Four Preventive maintenance should be done in a year (which includes 2 major PM and 2 minor visit for maintenance). Preventive Maintenance Service should be done every quarter.

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 Section 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 XXII**

**CONSIGNEE RECEIPT CERTIFICATE**

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

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

- 1) Contract / P.O No. & date: \_\_\_\_\_
- 2) Supplier's Name: \_\_\_\_\_
- 3) Consignee's Name & Address with telephone No. & Fax No. : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 4) Name of the item supplied: \_\_\_\_\_
- 5) Quantity Supplied: \_\_\_\_\_
- 6) Date of Receipt by the Consignee: \_\_\_\_\_
- 7) Site            Readiness            status            confirm            by            the  
Consignee: \_\_\_\_\_
- 8) Name and designation of Authorized Representative of Consignee  
: \_\_\_\_\_
- 9) Signature            of            Authorized Representative            of            Consignee            with  
date: \_\_\_\_\_
- 10) Counter            Signed            by            Director/MS/Dean            of            the            concerned  
Hospital/Institute: \_\_\_\_\_
- 11) Seal of the Consignee: \_\_\_\_\_

**Annexure XXIII**

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

**No** \_\_\_\_\_ **Date** \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

**Subject:** Certificate of commissioning of equipment/plant.

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

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

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

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

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

The supplier has fulfilled its contractual obligations satisfactorily or

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

- a) He has not adhered to the time schedule specified in the contract in dispatching the documents/ drawings pursuant to 'Technical Specifications'.
- b) He has not supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the period specified in the contract from date of intimation by the TIA/Consignee in respect of the installation of the equipment(s)/plant(s).
- c) The supplier as specified in the contract has not done training of personnel.

The extent of delay for each of the activities to be performed by the supplier in terms of the contract is \_\_\_\_\_  
The amount of recovery on account of non-supply of accessories and spares is given under Para no.02.  
The amount of recovery on account of failure of the supplier to meet his contractual obligations is \_\_\_\_\_ (here indicate the amount).

*(Signature)(Name)*

*(Designation with stamp)*

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

## Explanatory notes for filling up the certificate:

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

**FORMAT FOR LOCAL CONTENT DECLARATION**

Tender Reference No: \_\_\_\_\_

Date: \_\_\_\_\_

I \_\_\_\_\_, S/o, D/o, W/o \_\_\_\_\_,

Resident of \_\_\_\_\_ do hereby solemnly affirms and declares as under:-

The local content is \_\_\_\_\_% for the \_\_\_\_\_ (quoted item of M/s

\_\_\_\_\_).

That I on behalf of M/s \_\_\_\_\_ will agree to abide by the terms and conditions of the Ministry of Chemicals & Fertilizers, DOP, Government of India issued vide notification no. 31026/4/2018- policy dated 01.01.2019 and DPIIT order no. P- 45021/2/2017- PPBE- II dated 4.06.2020 and 16.09.2020 and calculations for local content have been done in accordance with Sr. No. 6 of DOP order no. 31026/4/2018- policy dated 1.01.2019.

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

(Name of Firm/ Entity)

Authorized Signatory/ Statutory Auditor/ Chartered Accountant  
(with Company Seal/Stamp)  
(Refer Clause 9 of DPIIT Order dtd. 16.09.2020)

**UNDERTAKING**

**(On Company's Letter Head)**

We, (name of bidder), having offices at..... are participating in Bid No.

..... Dated.....

We unequivocally and irrevocably undertake that,

- i) Compliance of DOE, MOF order No. 7/10/2021 – PPD dated:- 23.02.2023 or any other subsequent revised order in said matter.
- ii) Compliance of Public Procurement Order 2017- revision, issued vide No. P-45021/2017-PP (BE-II) Dated:- 16/9/2020 or any other subsequent revised order in said matter.

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

Witness

1.

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

For Self and Firm/Company Limited

Signature & Seal of company