ONLINE TENDER FOR PROCUREMENT OF SYNTHETIC PYRETHROID (WDP) FOR NCVBDC

Tender No: CMSS/PROC/2023-24/NCVBDC/041
(National Competitive Bidding)
(FOR CLASS-1 and CLASS-2 LOCAL SUPPLIERS ONLY)

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,
Chankayapuri, New Delhi-110021, Phone: 011-21410905, 21410906
Website: www.cmss.gov.in, **Email-** dgceocmss@cmss.gov.in,
gmproc1@cmss.gov.in, agmproc4@cmss.gov.in

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CENTRAL MEDICAL SERVICES SOCIETY

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

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ONLINE BIDS ARE INVITED IN TWO PACKET BID SYSTEM FOR PROCUREMENT OF SYNTHETIC PYRETHROID (WDP) FOR NCVBDC.

Manual bids shall not be accepted.

BID DOCUMENTS MAY BE DOWNLOADED FROM GeM WEBSITE: www.gem.gov.in AS PER THE SCHEDULE AS GIVEN IN CRITICAL DATE SHEET AS UNDER:

CRITICAL DATE SHEET

Published Date	13/09/2023
Pre-bid meeting	19/09/2023 at 12:00 PM, Venue- Conference Hall, CMSS HQ New Delhi
Last date & time to submit pre-bid queries	19/09/2023 till 05:00 PM
Bid Submission End Date and Time	05/10/2023 till 03:00 PM
Last date of submission of original documents	05/10/2023 till 03:00 PM
Bid Opening Date and Time	05/10/2023 at 03:30 PM

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

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

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

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

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

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LIST OF ANNEXURES

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Online Tender for Procurement & Supply of SYNTHETIC PYRETHROID (WDP) FOR NCVBDC

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

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

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

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

2. **BID VALIDITY:**

i. The bid shall be valid for a period of 150 days from the date of opening of Packet 1 (Technical Bid).

ii. In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the responses thereto shall be made in writing. The bid security provided under clause 9 shall also be suitably extended. A bidder may refuse the request without forfeiting his bid security. A bidder accepting the request and granting extension will not be permitted to modify his bid.

3. PRE-BID MEETING/CLARIFICATIONS:

i. A prospective bidder, requiring any clarification of the bid documents may notify the purchaser in writing or email at the purchaser's mailing address indicated in the Invitation of bid. The purchaser shall respond in writing to any request for clarification of bid documents, which it receives not later than date mentioned in critical date

sheet and prior to the pre-bid meeting. **Queries received after the pre-bid date mentioned in the critical date sheet will not be entertained.**

ii. The Tenderers or their Official Representatives are invited to attend a pre- bid meeting which will take place as specified in critical date sheet/GeM Portal.

iii. Any clarification issued by CMSS in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to an amendment of the relevant clauses of the bid documents.

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 31026/65/2020-MD dated 30.12.2020 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 invitation to bid is open to domestic manufacturers (Indian Manufacturers) only.

c) Tenderer shall be a manufacturer of the quoted product and having valid own manufacturing license for the offered product and it should comply as per technical specification. The manufacturing license 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.

d) For all regulated products, the bidder should have at least two years i.e. 2020-21and 2021-22 OR 2021-22 and 2022-23 of manufacturing and marketing experience (For Export/Domestic) of the particular items as a manufacturer for each regulated product quoted in the tender. However, this would not apply to regulated products which have been licensed by DCG (I) in less than two years ago. A permission from DCG (I) shall be required for all new regulated products to this effect.

Only for the drugs introduced in Indian Pharmacopoeia in the recent past last 2yrs), Market standing certificate for previously approved Pharmacopoeia or In-house Standards (Export/ Domestic) shall be accepted, as the case may be.

For the recently introduced drugs in the county (introduced in the last two years), the requirement for Market standing certificate shall be waived off.

e) (i) 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: -

Schedule	Amount (in Rs.) for 100% quantity quoted	Amount (in Rs.) for 50% Quantity quoted
I	60,15,168	30,07,584

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

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

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.

f) Tender should not be blacklisted/ banned/ debarred (as whole) or for the tendered goods by CMSS, MoHFW and Department of Expenditure on the date of tender opening. Aforesaid debarred/banned/blacklisted bidder are not eligible to bid in the tender.

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

h) Tenderer should have supplied 40% of the quoted quantity of same or similar items during the last two financial years. Bidder should submit Purchase order copies and certificate duly issued by statutory auditor/ practicing chartered accountant of the company on his letter head by certifying the quantities manufactured and marketed in trade, *export*, open market, sold to government institutions, private bodies etc. and the marketed quantities are not less than at least 40% of the quoted/ similar items.

Similar Items here relate to the following: -

Similar item means quoted item

Supply/Sale/Service order under loan license arrangement shall not be considered.

Note: Bidder should submit Purchase order copies along with the copy of GST invoice and E-way bill against the proof of execution of order for every submitted Purchase Order. If GST invoice is not applicable for any Purchase Order, the affidavit to that effect on stamp paper of Rs. 100/- should be submitted.

For the supply of export, bidder should submit the copy of invoice, bill of lading/airway bill/any other document issued by custom authority against the proof of execution of order for every submitted Purchase Order.

i) The product offered by the tenderer must be registered under section 9 (3) or 9 (4) of the Insecticide Act 1968 and the tenderer should be manufacturer of technical

grade as well as formulations. Documentary Evidence in the form of CIB registration certificate should be submitted.

j) The tenderers shall provide affidavit/ undertaking that the product is fully compliant with physical and chemical requirement of WHO specifications and the active ingredient is sourced from manufacturer compliant with WHO specifications.

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 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:

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

(b)If any fraud, short supply of goods is detected on part of the bidder at any stage, the bid or work order/ Purchase order issued to the bidder is liable to be cancelled and

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

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

vii. PATENT RIGHTS:

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

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

viii. TERMINATION FOR DEFAULT:

1. The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part.

   (a) If the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract, or any extension thereof granted by the purchaser.

   (b) If the supplier fails to perform any other obligation(s) under the contract, and

   (c) If the supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.

2. In the event the purchaser terminates the contract in whole or in part, pursuant to above the purchaser may procure; upon such terms and in such manner, as it deems appropriate, tendered goods undelivered and the supplier shall be liable to the purchaser for any excess cost for such similar goods. However, the supplier shall continue performance of the contract to the extent not terminated.

ix. TERMINATION FOR INSOLVENCY:

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

x. SET OFF:

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

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

xii. BID SUBMISSION:

(a) Bidders are hereby cautioned that any attempt of cartel formation will be viewed seriously and may at the discretion of purchaser, lead to cancellation of tender. Purchaser in its discretion may decide to forfeit EMD of such bidders and black list or debar these bidders for suitable period besides taking other punitive measures. Decision of purchaser in this regard shall be final and binding.

(b) (i) Different firms or companies having any common partner(s) or Director(s) are not permitted to quote for more than one tender offer. In case more than one offer is received from such bidders, then all such offers except with the lowest quote shall be rejected summarily.

(ii) In case more than one offer for any tendered item is received from the same bidder, then all such offers except with the lowest quote shall be rejected summarily.

xiii. NEAR RELATIVE CERTIFICATE:

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

The near relatives for this purpose are defined as:

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

An undertaking as specified in Annexure-XVI to be submitted.

6. TECHNICAL BID – "PACKET 1"

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

6.1 The Tenderer should electronically submit the soft copies of following documents in Technical Bid "Packet 1". (All the documents submitted should bear signature and stamp of the Tenderer)."

6.2 RTGS/NEFT e-receipt or Bank Guarantee (if applicable) in respect of EMD as per Clause 9 of this Tender document or in case of MSE, a copy of their valid registration certificate in support of their being an MSE and a notarised undertaking given in **Annexure-VIII**.

(b) Tender Forwarding letter as per **Annexure-II**.

(c) Tenderer should furnish the Manufacturing License and Central Insecticide Board (CIB) registration under section 9 (3) or 9 (4) for the quoted product in the bid and the tenderer should be manufacturer of technical grade as well as formulations. The documents should be valid on tender opening date and the items quoted shall be clearly highlighted in the license. Original documents should be produced for verification when demanded.

(d) 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.

(e) Tenderer should have supplied 40% of the quoted quantity of same or similar items during the last two financial years. Bidder should submit Purchase order copies and certificate duly issued by statutory auditor/ practicing chartered accountant of the company on his letter head by certifying the quantities manufactured and marketed in trade, *export*, open market, sold to government institutions, private bodies etc. and the marketed quantities are not less than at least 40% of the quoted/ similar items.

Similar Items here relate to the following: -
Similar item means quoted product
Supply/Sale/Service order under loan license arrangement shall not be considered.

Note: Bidder should submit Purchase order copies along with the copy of GST invoice and E-way bill against the proof of execution of order for every submitted Purchase Order. If GST invoice is not applicable for any Purchase Order, the affidavit to that effect on stamp paper of Rs. 100/- should be submitted.

For the supply of export, bidder should submit the copy of invoice, bill of lading/airway bill/any other document issued by custom authority against the proof of execution of order for every submitted Purchase Order.

(f) 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 (d).

(g) Non-Conviction Certificate issued by the FDA/ Drugs Controller of the State certifying that the firm/company (as well as the manufacturer firm in case of non-manufacturer bidders) has not been convicted and the products quoted have not been cancelled during last two years i.e. 2020-21 and 2021-22 OR 2021-22 and 2022-23.

(h) Capacity certificate issued by Licensing authority/practicing chartered accountant should be submitted.

(i) A valid Certificate of Pharmaceutical Product (COPP) as recommended by WHO in any pharmacopeia IP/BP/USP/IHS (In-House Standard) and a valid WHO-GMP.

(j) Performance Statement to establish 2 years market standing as per format given in Annexure-IV along with copies of Purchase Orders in support of Performance Statement.

(k) Annual turnover statement for 3 years i.e. 2019-20, 2020-21 and 2021-22 OR 2020-21, 2021-22 and 2022-23 should be furnished in the format given in Annexure-V duly certified by the Chartered Accountant.

(l) Copies of the audited Annual reports including the Balance Sheet and Profit and Loss Account along with all the annexure for the last three years i.e. 2019-20, 2020-21 and 2021-22 OR 2020-21, 2021-22 and 2022-23 duly certified by a practicing Chartered Accountant.

(m) Certificate of Incorporation along with MOA (Memorandum of Association) & AOA (Articles 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.

(n) i) Long Term (Real Time) Stability Data of the quoted product in specified packing for at least for 3 batches, to support shelf life. However, For the drugs recently introduced drugs in the county (introduced in the last two years), the requirement for

Long Term (Real Time) Stability Data of the quoted product in specified packing for at least for 3 batches, to support shelf life shall be waived off. Point no (iii) shall be applicable.

(ii) Only for the drugs introduced in Indian Pharmacopoeia in the recent past (last 2yrs), Long Term (Real Time) Stability Data for previously approved Pharmacopoeia or In-house Standards shall be accepted, as the case may be.

(iii) Accelerated Stability data for a period of 6 months in specified packing for at least 3 batches and available long term (Real Time) stability data as available for the quoted product shall be submitted.

(iv) Certificate of Analysis of one batch of the quoted product should be submitted.

(o) List of items quoted (the name and item code of the items quoted) and relevant pharmacopoeia annual production for the last 3 years as per the **Annexure-VI.**

(p) 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.

(q) 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.

(r) All the documents enclosed with the tender document should also be signed by the authorized signatory of the Tenderer.

(s) No Deviation Certificate as per **Annexure-XV**.

(t) Near Relative Certificate as per **Annexure-XVI.**

(u) Tenderer should submit a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content at the time of submission of bid as per **Annexure-XVII.**

(v) 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.

(w) Tenderer should submit an Undertaking on Letter head to Compliance to Ministry of Finance, DOE order No- 6/18/2019-PPD dated 23.07.2020 and No.F.7/10/2021-PPD (1), dated 23.02.2023 as per **Annexure-XVIII.**

(x) Tenderer should submit an undertaking that

"I/ We do hereby declare that our firm has not been blacklisted/ banned/debarred by CMSS, MoHFW and Department of Expenditure or the Firm/ Company (as whole)

has not been debarred as a whole by these organizations"

(y) Para wise compliance of technical specification of the quoted items.

(z) The bidders are requested to submit an undertaking on their letterhead for compliance to the Artwork enclosed for the items quoted by them. No further approval for Artwork would be provided by CMSS to any bidder.

6.3 (a) The above-mentioned documents are to be submitted in soft copy electronically on the CPPP 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–XX**.

(b) **All original documents 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 up to bid submission end date and time as per prescribed in the critical date sheet. If the last date of deposit of original documents in lieu of EMD / Notarised undertaking by MSE companies Annexure-VIII 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 documents in lieu of EMD / Notarised undertaking by MSE companies Annexure-VIII 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 documents in lieu of EMD / Notarised undertaking by MSE companies Annexure-VIII is delivered to the Tender Inviting Authority by the date specified in critical date sheet. Failure to deposit the original documents in lieu of EMD / Notarised undertaking by MSE companies Annexure-VIII by the specified last date shall result in rejection of bid summarily.

(c) Conditional Bids shall be summarily rejected

7. PRICE BID-"Packet 2"

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

ii. Bid should be uploaded online in the form of BOQ.XXXX.xls.

iii. Format of the Schedules of price bid is available in **Annexure-XXI**.

iv. The supplier shall quote as per price schedule given in Annexure-XIII for all the items quoted by him as per schedule of requirement.

v. 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.

vi. The rate quoted in Price Schedule Annexure-XXI 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.

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

i. The bidder may quote for GST as per applicability in accordance with relevant Government notification.

ii. Any variation upwards/downwards as a result of statutory variation in GST/ other taxes/duties/levies for supplies during original *specified delivery schedule* of goods shall be allowed.

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

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

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

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

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

8.1 To assist in the examination, evaluation and comparison of bids, the purchaser may, at his discretion ask the bidder for the clarification in its bid. The request for the clarification and response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained. Documents issued after the date of Tender Opening will not be accepted.

8.2 Tenderers are advised to submit all the required documents as per tender terms and conditions. Failure to submit shall result in rejection of bids. Clarification (if required) to assist in the evaluation of bids will be asked by the purchaser only once. The tenderer is requested to reply in the given time by the purchaser.

8.3 The purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

8.4 Prior to the detailed evaluation, pursuant to clause above, the purchaser will determine the substantial responsiveness of each bid to the bid documents for purposes of these clauses. A substantially responsive bid is one, which confirms to all the terms and conditions of the bid documents without material deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

8.5 A bid determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.

8.6 The purchaser may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder. Such minor infirmity will be identified by the TEC and clarification in this regard may be called for.

8.7 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.

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

8.9 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected by the purchaser. If there is a discrepancy between words and figures, the amount in words shall prevail.

9. EARNEST MONEY DEPOSIT

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

Beneficiary Name: Central Medical Services Society
A/C No. : 32719062216
Bank Name: SBI Bank
Branch: Nirman Bhawan, Maulana Azad Road, New Delhi
IFSC Code: SBIN0000583

(b) Bank Guarantee (**as per Annexure-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 **Annexure-XIV** provided in the tender document. EMD shall remain valid for 45 days beyond the validity period for the bid and will be extended accordingly beyond any extension subsequently requested by purchaser.

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

a) Micro and Small Enterprises as per classification given in MSME Notification dtd. 26.06.2020 registered under "Udyam Registration" w.e.f 01.07.2020 will be granted exemption from payment of Earnest Money Deposit. Udyam Registration Certificate has to be produced in support of above.

b) In accordance with M/o MSME Gazette Notification No S.O. 2119 (E) dt. 26th June 2020, " In case of reverse-graduation of an enterprise, whether as a result of re-classification or due to actual changes in investment in plant and machinery or equipment or turnover or both, and whether the enterprise is registered under the Act or not, the enterprise will continue in its present category till the closure of the financial year and it will be given the benefit of the changed status only with effect from 1st April of the financial year following the year in which such change took place."

c) In accordance with M/o MSME Gazette Notification No S.O. 4926 (E) dt. 18th October 2022, "In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all non - tax benefits of the category (micro or small or medium) it

was in before the re-classification, for a period of three years from the date of such upward change."

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

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

(ii) The Earnest Money Deposit will be refunded to the lowest responsive bidder/s within 30 days from the date of signing the contract agreement and on the deposit of Security Deposit.

(iii) The Earnest Money Deposit (EMD) furnished by all unsuccessful tenderers will be returned as early as possible after the expiration of the period of tender validity but not later than 30 days of the award of the contract.

9.4 FORFEITURE OF EMD (if applicable)

(i) The Earnest Money Deposit (EMD) will be forfeited/vendor would be required to deposit the equivalent EMD amount as per Notarised Undertaking by MSE bidder, if the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of his Tender.

(ii) The Earnest Money Deposit (EMD) will be forfeited/ vendor would be required to deposit the equivalent EMD amount as per Notarised Undertaking by MSE bidder, in case of the lowest/ matched bidder, fails to execute the contract agreement and / or deposit the Security Deposit within the stipulated time. Additionally, actions as stipulated in clause no. 18.1 will also be taken.

(ii) In both the above cases, the bidder will not be eligible to participate in the tender for same item for two years from the date of issue of letter of acceptance. The bidder will not approach the court against the decision of the CMSS in this regard.

10. OTHER CONDITIONS:

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

(i) Central Medical Services Society (CMSS) will have the right to increase or decrease up to 25% of the quantity of goods and/or services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.

(ii) In exceptional situation where the requirement is of an emergent nature and/ or it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 50% of the quantity of the goods and/or services contained in the running tender/contract up to a period of twelve months from the earliest date of Long Term agreement (LTA) at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability

of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.

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

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

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

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

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

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

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 as desired by DPIIT on 16.09.2020 w.r.t public procurement of goods and services in medical devices vide order no **F.No 31026/65/2020-MD dated 30.12.2020**. The relevant provisions of DoP order dt. 16.02.2021 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-XVII**.

11. ACCEPTANCE OF TENDER

11.1 Technically responsive tenders will be evaluated based only on the "landed price"(all-inclusive price), i.e. Rate per Unit inclusive of all taxes, duties, transportation& other charges.

11.2 The evaluation for ranking shall be carried out on the basis of "all inclusive" prices of the goods offered for each schedule separately.

11.3 The purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action.

11.4 (i) CMSS or its authorized representative(s) has the right to inspect the factories of Tenderers, before accepting the rate quoted by them or before releasing any purchase order(s) or at any point of time during the continuance of tender and also has the right to reject the tender or terminate/ cancel the purchase orders issued and/or not to place further order, based on adverse reports brought out during such inspections. In such situation CMSS reserves the right to take other actions against the tenderer including forfeit of security deposit, debarring/blacklisting for appropriate period.

(ii) The Tenderer shall allow inspection of the factory at any time by a teamof Experts/ Officials nominated by the Tender Inviting Authority for the purpose. The Tenderer shall extend necessary cooperation to such team in inspection of the manufacturing process, quality control measures adopted etc., in the manufacture of the items quoted. If Company/ Firm does not allow for any such inspection, their tenders will be rejected during the currency of the contract.

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

12. SECURITY DEPOSIT AND AGREEMENT

12.1 Security Deposit:

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

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

Beneficiary Name: Central Medical Services Society
A/C No. 32719062216
Bank Name: SBIBank
Branch: Nirman Bhawan, Maulana Azad Road, New Delhi
IFSC Code: SBIN0000583

12.2 The Performance Bank Guarantee shall be valid for **1230** days from the date of commencement.

LOA Submission	-15 days
Rate Valid	-365 days
Delivery period	-60 days
Shelf life	-365 x 2 Years
B.G. Extension	-60 days
	1230 days

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

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.

13.5 CMSS will counter offer the lowest rate (L1 rate) to other Tenderers in the order of their ranking i.e. L2, L3 and so on will be asked to match the L1 price.

i. In order to maintain uninterrupted supplies, the CMSS will place orders with minimum of two suppliers for tendered product with 70% of the orders given to L1 and the balance 30% to the next Matched Lowest Tenderer.

ii. In case there is no L2 /matched bidder, balance quantity up to extent of quoted quantity or at most for balance 50% quantity can be offered to L1 bidder. Quantity beyond quoted quantity will be ordered on mutual consent.

iii. In case, L2 bidder/matched bidder refuses to accept the offered quantity, balance quantity up to extent of quoted quantity or at most for balance 50% quantity can be offered to L1 bidder. Quantity beyond quoted quantity (and including quantity in consideration in Clause No. 10.1 (i)) will be ordered on mutual consent.

iv. In case L1 bidder has quoted for 50% quantity, the balance quantity will be offered to L2 and L3 bidders for 30% and 20% quantity respectively.

v. In case there is no L3/matched bidder at 3rd 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.

13.11 Provision of Department of Expenditure, Ministry of Finance (No.F.1/4/2021-PPD, dated 18.05.2023) in respect of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017 shall be applicable.

14 SUPPLY / DELIVERYCONDITIONS

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

14.2 The supplies will be made in staggered quantities (if applicable) as detailed in **Annexure-I.**

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

(b) With the prior approval of CMSS, the supplier may continue to supply the unexecuted quantity after 60th day or after the delivery dates/schedule as mentioned in order with Liquidated Damages as specified in Clause 18 of the tender conditions on the delayed supplies.

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

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

14.4 All goods must be of fresh manufacturing and must bear the dates of manufacturing and expiry. The bidder further warrants that all goods supplied will have, at least 5/6th of the minimum shelf life must remain at the time of delivery to the consignee. The supplier will provide manufacturer's stability test data substantiating the claimed shelf life in the offered package.

14.5 For both items delivered to direct consignees & CMSS warehouses, the supplier should ensure that the items are delivered with the minimum shelf-life as mentioned in the tender document/Purchase Order failing which the consignees/CMSS WHs shall not accept the items.

Further, the bidder's attention is invited that if they supply/deliver the items with short shelf-life as per tender/Purchase Order and even if direct consignees receive such items, the invoices shall not be processed by CMSS for payments. It is the sole responsibility of the bidder/vendor to deliver the items with minimum residual shelf-life as mentioned in the tender/Purchase Order.

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

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

The Performance Evaluation Report shall include:
a) Product name
b) Lot/Batch Number
c) Date of manufacture
d) Date of Expiry
e) Manufacturer's name
f) Number of samples tested
g) Testing principle

Information about reference used

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

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

14.7 All the Tenderers are required to supply the product(s) with printed text "NCVBDC SUPPLIES – NOT FOR SALE" in red-colour on the strips, blisters, vials, ampoules & bottles and also on the external packings. The type/thickness of packing materials used in Blister packs may also be specified. Goods received without this print will not be accepted by CMSS/Consignee. Affixing of rubber stamp shall not be accepted. However, the approved art work will prevail.

14.9 If at any time the Tenderer has, in the opinion of the CMSS, delayed the supply of items due to one or more reasons related to Force Majeure events such as riots, mutinies, wars, fire, storm, tempest or other exceptional events at the manufacturing premises, the time for supplying the items may be extended by the CMSS at its discretion for such period as may be considered reasonable. However, such extension shall be considered only if a specific written request is made by the Tenderer within 10 days from the date of occurrence of such event. The exceptional events do not include scarcity of raw material, increase in the cost of raw material, electricity failure, labour disputes/ strikes, insolvency, and closure of the factory/ manufacturing unit on any grounds etc.

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

15. PACKING

15.1 The items shall be supplied in the package specified in the Technical Specifications in **Annexure-I.**

15.2 The Weight, Volume & Dimensions of shipping cartons & intermediate packaging carton may be mentioned.

15.3 The packing shall be of a sturdy quality to provide adequate protection of the product for carriage to final destination, ***PAN INDIA*** including remote locations under adverse climatic and storage conditions and high humidity. Used cartons should never be used.

15.4 Products with specific temperature requirements will be packed and stored and delivered in appropriate conditions.

15.5 The packaging unit should be strong, able to be stacked to a height of 4 pallets as static storage and 2 pallets during transport, and resistant to puncturing.

15.6 Special attention of suppliers is invited to ensure the material is of good quality and is free from development of fungus/termites. In case fungus/termites develops within 15 days of delivery at specified locations, suppliers at their own cost would lift the entire batch from various locations and supply fresh replaced batches. For LD purposes the date of receipt of replaced batches would count. In addition, the expenses on pest control to be undertaken by CMSS would be borne by the tenderer.

16. QUALITY CONTROL

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

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

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

(a) At Pre-Dispatch stage.
Pre-dispatch inspection for passing the quality of the goods, would be done before direct shipment to the consignees from supplier Warehouses (in India).

(b) At Delivery Stage: inspection done once the goods reach at consignee location and before taking over supplied goods in inventory.

(c) Post Delivery Surveillance: The Drugs/goods shall have the active ingredients and all other parameters at the prescribed level as indicated in official compendiums or technical specifications throughout the shelf-life period of the drugs/ goods. Quality Monitoring Activities may also be organized by CMSS post-delivery.

16.4 CMSS may engage the services of a Quality Control Agent & Quality Control Testing Laboratories for the purpose of Inspection & Quality Control.

16.5 **Inspection Methodology:**
PDI (Pre-Dispatch Inspection) as mentioned in **Annexure-I** means, the QA inspection/testing shall be completed prior dispatch of supplies direct to consignees/CMSS warehouses. After completion of manufacturing process, the supplier should offer goods for PDI inspection in writing to Quality Assurance department of CMSS at least 10 days before proposed inspection date. The samples of each batch will be collected and sent to designated laboratories (Government/ Private Drugs Testing Laboratories) for testing as decided by the CMSS. Sample quantities will be borne by the supplier. However, handling and testing charges will be borne by CMSS. After the dispatch clearance of Quality Assurance department of CMSS, the supplier will deliver the items to the consignee or CMSS warehouses as per the schedule mentioned in the Purchase Order. If the supplier delivers/dispatches goods without completing the QA

inspection, sample testing, dispatch clearance etc., CMSS shall not be processing the payments of such goods and the supplier will be solemnly responsible for the supply of such goods.

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

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

16.6 The supplies will be deemed to be completed only upon receipt of the quality certificates from the laboratories.
"Not of Standard Quality" or spurious or adulterated or misbranded, such batch/ batches will be deemed to be rejected goods.

16.7 **At any of Inspection/testing stage,** samples which do not meet quality requirement/specifications shall render the relevant batches liable to be rejected. If the sample is declared to be "Not of Standard Quality" or spurious or adulterated or misbranded, such batch/ batches will be deemed to be rejected goods and the cost of entire batch paid will be recovered whether consumed fully/ partially. Besides action may also be initiated for debarring/blacklisting against supplier for suitable period.

16.8 In the event of the samples of Drugs/goods supplied fails in quality tests or found to be not as per specifications at any of testing stages (as mentioned in clause no. 16.3), depending upon the type, nature and seriousness of failure, consequences resulting from such default, availability of alternate sources, the CMSS is at liberty to either:

(i) Ask the supplier to replace the entire quantity of relevant batches, in addition to imposition of penalty @ 25% of batch supply cost or
(ii) To make alternative purchase of the items of Drugs from other approved suppliers or in the open market or from any other Tenderer who might have quoted higher rates, at the risk and the cost of the supplier.
(iii) In addition to (i) or (ii) above, action to debar/blacklist the supplier for suitable period, as decided by CMSS may also be initiated. In addition to forfeiture of Performance Security Deposit.
(iv) In addition, the FDA/ Drugs Control Authority of concerned State will be informed for initiating necessary action on the Tenderer in their state. Security deposit will also be forfeited without any intimation.
(v) The decision of the CMSS or any officer authorized by CMSS, as to the quality of the supplied drugs, medicines, vaccines etc., shall be final and binding.

16.9 In case of supply of "NOT OF STANDARD QUALITY" goods to CMSS, the supplier shall make replace the rejected quantity by replacement within 2 months. If replaced batch is also found "NOT OF STANDARD QUALITY", the supplier shall be blacklisted for the product and no further supplies shall be accepted for the particular product category. In addition, the licensing authority will be informed for initiating necessary action on the supplier in their state. The security deposit will also be forfeited without any intimation. The warranty shall apply to replacement batches also. The decision of CMSS, as to the quality of the supplied goods shall be final and binding.

16.10 If the product is non-Pharmacopoeia, then the supplier must provide the in-house test method along with the required reference standards if asked for. The Master Formula of the products shall be provided whenever asked for.

17. PAYMENT PROVISIONS

17.1 No advance payments towards costs of items will be made to the Tenderer.

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

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

17.4 Payments for supply will be made only after completion of supply of Items ordered in the individual Purchase Order PROVIDED quality reports are acceptable. The CMSS shall endeavour to make payment within 75 days in respect of items requiring sterility tests and within 60 days in respect of items requiring non- sterility test from the date of submission of invoice or from the date of receipt of material, whichever is later along with all the relevant documents of tender.

17.5 Lot/Tranche/PO vise Part payments for supply will be considered only after completion of supply of at least 50% quantity ordered in the individual Purchase Order/Lot/Tranche PROVIDED original consignee receipts (or on GeM by consignee for the receipt, with original CRC to be submitted before next payment is released) are produced and the quality pass reports of Standard Quality on samples testing are received from approved laboratories of CMSS.

17.6 (i) Variations in prices will be admitted on account of increase or decrease in the Statutory taxes levies, such as customs duty, GST etc., on production of relevant government notification, but during scheduled delivery period only.

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

17.7 The supplier shall submit the following documents while claiming payments for supplies:

(a) Delivery challan along with the supplies (POD)
(b) Packing list
(c) Certificate of analysis along with the supplies (for each batch supplied).
(d) Itemized Invoice/ Bill in duplicate to CMSS Head Office.
(e) Such other documents as required by CMSS.
(f) Bidders are requested to submit their Original Invoice along with copies of Lorry Receipt/ Delivery challans and original Consignee Receipt Certificate (CRC) or such CRC to be uploaded on GeM by the consignee (if applicable) (with originals to be submitted before next payment is processed) as per format given in the tender document Annexure duly signed & stamped with other necessary documents for smooth processing of payment

17.8 Supplier will integrate with e- aushdhi system of CMSS and Supplier Interface Module in which selected bidders shall be required to enter/upload batch no, qty, mfg & expiry date, tranche no, invoice/challan copy etc. against PO no. Bidders are requested to submit their Original Invoice along with copies of Lorry Receipt/ Deliver challans and original Consignee Receipt Certificate (CRC) duly signed & stamped with other necessary documents for smooth processing of payment.

18. LIQUIDATED DAMAGES AND OTHER PENALTIES:

18.1 DELAYS IN SUPPLIER'S PERFORMANCE:

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

(b) Repeated/habitual delays by the supplier in the performance of its delivery obligations shall render the supplier liable to any or all of the following sanctions; imposition of liquidated damages, forfeiture of its performance security, and/or termination of the

contract for default and purchaser reserves the right to purchase balance-unsupplied quantity at the risk and cost of the defaulting vendor.

(c) If the suppliers are not completed in the extended delivery period, the purchase order may be short closed without any compensation to supplier and the performance security shall be forfeited.

(d) Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.

(e) Purchaser reserves the right to debar/blacklist the supplier for a suitable period who habitually failed to supply the goods/services in time. The decision of purchaser will be final and binding.

18.2 If the supply reaches the designated consignee places or CMSS Warehouse after scheduled delivery date mentioned in LOA/P.O, liquidated damages will be levied @ 2.5% per week to be applied proportionately on per day basis up to a maximum of 10% of P.O. Cost, irrespective of the fact that whether the CMSS has suffered any damage/ loss or not, on account of delay in effecting supply. If the last scheduled delivery day happens to be a holiday the supply will be accepted on the next working day without any penalty.

18.3 If the supply is received in damaged condition, it shall not be accepted. In case of damage in the packing only, the supply may be accepted subject to purchaser's decision and after levying a penalty which may be up to 5% of cost of package received with damaged packing.

18.4 Timely supply is the essence of contract/ Purchase order. The drugs/medicines/items ordered are meant for key National programmes & delay in supply can have the adverse impact on patients can derail the critical National level Disease Control Programme.

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

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

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

a. The supplier will not dispatch/supply stocks/goods after the last date of scheduled delivery of the Lot/Tranche without PO amendment issued by procurement wing.
b. CMSS Warehouses/Direct consignees would not accept any stock/goods of any Lot/tranche beyond scheduled delivery period in absence of delivery extension PO amendment. E-Aushadhi software functionality has been made that CMSS

WHs would not be able to receive the goods (GRN creation barred). These consignees will accept the stocks beyond scheduled delivery date only if Procurement wing has issued PO Amendment for delivery extension.

c. No extension of the delivery date would be granted suo motu unless the supplier specifically asks for it. However, in a few cases, it may be necessary to grant an extension of the delivery period suo motu in the interest of the administration. In such cases, the supplier should mandatorily submit clear acceptance of the extension letter.

d. If at any time during the currency of the contract, the supplier encounters conditions hindering delivery of goods, he shall promptly inform the concerned officer in writing. The supplier/vendor should raise request for delivery time extension well in advance i.e. at least 15 days before scheduled delivery date, should mention the likely duration within which it intends to complete the supplies and request for extension of delivery schedule accordingly. On receiving the supplier's communication, CMSS shall examine the proposal and on approval from the CA, may consider issuing delivery extension with/without LD provided: -

    i. That there are sufficient grounds for acceptance of such requests.
    ii. That there is no falling trend in prices for this item as evidenced from the fact that, in the intervening period, neither orders have been placed at rates lower than this contract nor any tender been opened where such rates have been received even though the tender is not yet decided.

e. In such cases, for delivery extension, PO amendment would be issued and the supplier should mandatorily supply the goods in extended time period.

f. Vendors are strictly advised not to deliver/transport any consignment reaching beyond scheduled delivery date without proper PO amendment issued by Procurement wing of CMSS, as it would not be received by consignees. CMSS shall not process any bills of such supplies if made beyond LOA/PO delivery schedule and without any PO amendment. For such actions, vendor would be solely responsible.

g. If the supplier again fails to deliver the balance quantity within extended time, CMSS reserves the rights/options to procure the undelivered quantity from other approved supplier available in the contract at the same rates (with no financial implication and without regular tender to save time) or from open market at the risk & cost of the defaulting supplier (which may be with financial implication) or grant further extension if deemed fit.

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

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

i. CMSS reserves the rights/options to short close the delayed lot/tranche undelivered without going for purchase of balance quantity or

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

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

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

19. *WARRANTY*

19.1 The supplier shall warrant that goods/items to be supplied shall be new and free from all defects and faults in material, workmanship and manufacturing and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications. Supplier shall warrant that goods supplied will meet and maintain the technical specification throughout specified shelf life. The supplier shall be responsible for any defects that may develop under proper storage/ use, arising because of improper quality of API, Excipients in packaging material etc. manufacturing /packaging details from faulty materials, manufacturing or workmanship or otherwise and shall remedy such defects at his own cost when called upon to do so by the purchaser who shall state in writing in what respect stores is faulty.

19.2 The portion of clause 16.8 (i) to (v) would also apply in case the goods/items supplied doesn't match to shelf life.

19.3 Replacement under warranty clause shall be made by the Supplier within 60 days period, free of all charges at site including freight, insurance and other incidental charges.

19.4 If any defect is not remedied within a reasonable time the purchaser may proceed to procure such defective quantities at the Supplier's risk and cost from other tenderer or open market, but without prejudice to may other rights which the purchaser may have against the contract in respect of such defects.

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

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

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

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

20.4 In the event of making Alternative Purchase, as specified in in Clause 13(f), Clause 14.2(a), Clause 16.8 and other clauses herein, penalty will be imposed on the supplier. The excess expenditure over and above contracted prices incurred by the CMSS, in making such purchases from any other sources or in the open market or from any other Tenderer who has quoted higher rates and other losses sustained in the process, shall be recovered from the Security Deposit or from any other money due and become due to the supplier and in the event of such amount being insufficient, the balance will be recovered personally from the supplier as per rules.

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

21. SAVING CLAUSE

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

22. PROHIBITION OF INFLUENCING CMSS BY THE BIDDER:

(i) No bidder shall contact or influence the CMSS or its employees on any matter relating to its bid from the time of bid opening to the time the contract is awarded.

(ii) Any effort by a bidder to influence the CMSS in the bid evaluation, bid comparison or contract award decisions may result in rejection of the bidder's bid.

(iii) The bidder shall not make any attempt to establish unsolicited and unauthorized contact with the Tender Accepting Authority, Tender Inviting Authority or Tender Evaluation Committee after opening of the bids and prior to the notification of award and any attempt by any bidder to bring to bear extraneous pressures on the Tender Accepting Authority, Inviting Authority or Tender Evaluation Committee, shall be sufficient reason to disqualify the bidder.

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

23. RESOLUTION OF DISPUTES

(i) The CMSS and the supplier shall make every effort to resolve, amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

(ii) In case of a dispute or difference arising between the CMSS and a supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be New Delhi.

24. JURISDICTION

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

Annexure -I

CENTRAL MEDICAL SERVICES SOCIETY
NEW DELHI- 110021

Online Tender of Procurement of Synthetic Pyrethroid (WDP) for NCVBDC

LIST OF PRODUCT & THEIR TECHNICAL SPECIFICATIONS

Sch. No.	Item Name	Total Tentative Quantity	Unit	Detailed Technical Specifications of the Goods/Drugs	Order Distribution Criteria	Inspection Methodology (PDI/Non-PDI)	Consignee Location
I	Synthetic Pyrethroid (WDP)	72,000	Kilogram	Annexure-IA	70:30 as per clause no. 13	Pre-Dispatch Inspection	Direct to State Consignee

(Please refer Technical specifications attached in Annexure-IA)

Delivery Terms:

(a) The delivery shall be on DDP (Destination basis).

(b) Delivery Schedule

For SCH. I

TRANCHE I- 100% quantity to be delivered within 45 days from the date of issue of LOA.

Annexure 1A – Technical Specification & Artwork
Annexure 1B – Consignee Location
Annexure 1C- CMSS Warehouses

Annex – A

National Center for Vector Borne Diseases Control, Delhi

Technical Specification of Synthetic Pyrethroids (wdp) under Kala-Azar

10.03.2023

A. WHO Specification for Public Health Insecticide/Pesticide

1. Deltamethrin -333/WP
2. Cyfluthrin - 385/WP
3. Lambdacyhalothrin - 463/WP
4. Alphacypermethrin - 454/WP
5. Bifenthrin – 415/WP (interim)

B. The Central Insecticide Board (CIB) has approved the following Insecticides for Public Health use.

1. Deltamethrin 2.5% (wdp)
2. Cyfluthrin 10% (wdp)
3. Lambdacyhalothrin 10% (wdp)
4. Alphacypermethrin 5% (wdp)
5. Bifenthrin 10% WP

The details of the description, active ingredient, physical properties, wet sieve test,wettability, persistent foam, storage stability as per WHO specification is enclosed at **Annexure - 2** for each insecticide(s) mentioned at B above.

Above Technical Specification of Synthetic Pyrethroid (wdp) – KA under NVBDCP approved by Technical Specification Committee in the meeting held on 20.02.2023

Dr. M.N. Reddy,
Asst Director (Ento.) CIB&RC

Dr. Kuldeep Singh
Scientist – B NIMR

Dr. Ravi Kant Sharma,
DDC(I), CDSCO

Sh. Manoj Kumar Sinha
Deputy Secretary (Proc.)

Dr. Rinku Sharma
Joint Director, NCVBDC

Dr. Dhruv Pandey,
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Dr. Krishna Pemby
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ICMR-Rajendra Memorial Research Institute of Medical Sciences
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Dr. Rupak Chatterjee
Advisor (Stores)

Dr. Ashwani Kumar,
Director, VCRC(ICMR)

Dr. Amita Bali
DDG (Store),Dte GHS

Sh. D.K.Singh
DDG & Director (Proc.)

Dr. Nupur Roy,
Sr CMO (SAG)

Dr. Tanu Jain
Director, NCVBDC

Dr. Anil Kumar,
Addl. DG, Dte. GHS
& Chairperson

ANNEXURE 2

WHO SPECIFICATIONS FOR PUBLIC HEALTH PESTICIDES

DELTAMETHRIN WETTABLE POWDER
WHO specification 333/WP (September 2005)

This specification, which is PART ONE of this publication, is based on an evaluation of data submitted by the manufacturers whose names are listed in the evaluation reports (333/2004, 333/2005, 333/2006.2). It should be applicable to relevant products of this manufacturer, and those of any other formulators who use only TCfrom the evaluated sources. The specification is not an endorsement of those products, nor a guarantee that they comply with the specification. The specification may not be appropriate for the products of other manufacturers who use TC from other sources. The evaluation reports (333/2004, 333/2005, 333/2006.2), as PART TWO, form an integral part of this publication.

1 **Description**

The material shall consist of a homogeneous mixture of technical deltamethrin, complying with the requirements of WHO specification 333/TC (April 2005), together with filler(s) and any other necessary formulants It shall be in the form of a fine powder free from visible extraneous matter and hard lumps.

2 **Active ingredient**

2.1 **Identity tests** (333/WP/M/2, CIPAC Handbook L, p.45, 2006)

The active ingredient shall comply with an identity test and, where the identity remains in doubt, shall comply with at least one additional test.

2.2 **Deltamethrin content** (333/WP/M/3, CIPAC Handbook L, p.45, 2006)

The deltamethrin content shall be declared (g/kg) and, when determined, the average measured content shall not differ from that declared by more than the following tolerances:

Declared content, g/kg Tolerance
up to 25
above 25 up to 100
Note. the upper limit is included in each range
± 25% of the declared content
± 10% of the declared content

3 **Relevant impurities** (Note 1)

4 **Physical properties**

4.1 **pH range** (MT 75.3, CIPAC Handbook J, p.131, 2000)

The pH of an aqueous dispersion shall be 4.5 to 7.5.

Specifications may be revised and/or additional evaluations may be undertaken. Ensure the use of
current versions by checking at: http://www.who.int/quality/en/.

4.2 **Wet sieve test** (MT 59.3, CIPAC Handbook F, p.179, 1995)

Maximum: 2% retained on a 75 µm test sieve.

4.3 **Suspensibility** (MT 15.1, CIPAC Handbook F, p.145, 1995) (Notes 2 & 3)

A minimum of 60% of the deltamethrin content found under 2.2 shall be in suspension after 30 min in CIPAC Standard Water D at 30 ± 2°C (Note 4).

4.4 **Persistent foam** (MT 47.2, CIPAC Handbook F, p.152, 1995) (Note 5)

Maximum: 60 ml after 1 min.

4.5 **Wettability** (MT 53.3, CIPAC Handbook F, p.164, 1995)

The formulation shall be completely wetted in 2 min without swirling.

5 Storage stability

5.1 **Stability at elevated temperature** (MT 46.3, CIPAC Handbook J, p.128, 2000)

After storage at 54 ± 2°C for 14 days, the determined average active ingredient content must not be lower than 95% relative to the determined mean content found before storage (Note 6) and the formulation shall continue to comply with the clauses for:

– pH range (4.1);
– wet sieve test (4.2);
– suspensibility (4.3);
– wettability (4.5).

Note 1 There are no relevant impurities to be controlled in products of the manufacturers identified in
evaluation reports 333/2004, 333/2005 and 333/2006.2. However, becisthemic acid chloride [(1*R*,3*R*)-3-(2,2-dibromovinyl)-2,2-dimethylcyclopropane carboxoyl chloride], sometimes spelt bicisthemic acid chloride, can occur as a result of certain manufacturing processes. If this impurity could occur at ≥1 g/kg (of deltamethrin) in the products of other manufacturers, it would be designated as a relevant impurity and a clause would be required to limit its concentration
Note 2 The formulation should be tested at the highest and lowest rates of use recommended by the
supplier, provided this does not exceed the conditions given in method MT 15.1.
Note 3 This test will normally only be carried out after the heat stability test, 5.1.
Note 4 Chemical assay is the only fully reliable method to measure the mass of active ingredient still
in suspension. However, the simpler gravimetric method, MT 168, may be used on a routine basis provided that it has been shown to give equal results to those of chemical assay. In case of dispute, chemical assay shall be the "referee method"
Note 5 The mass of sample to be used in the test should be at the highest rate of use recommended by the supplier.

CYFLUTHRIN WETTABLE POWDER (WP)
WHO Specification 385/WP (November 2004)

This specification, which is PART ONE of this publication, is based on an evaluation of data submitted by the manufacturer whose name is listed in the evaluation reports (385/2003). It should be applicable to relevant products of this manufacturer but it is not an endorsement of those products, nor a guarantee that they comply with the specifications. The specification may not be appropriate for the products of other manufacturers. The evaluation reports (385/2003) as PART TWO forms an integral part of this publication.

1 **Description**

The material shall consist of an homogeneous mixture of technical cyfluthrin, complying with the requirements of FAO/WHO specification 385/TC (2003), together with filler(s) and any other necessary formulants. It shall be in the form of a fine beige powder, free from visible extraneous matter and hard lumps.

Where the material is packaged in sealed water-soluble bags (Note 1), the material shall consist of a defined quantity of cyfluthrin wettable powder, complying with the requirements of WHO specification 385/WP contained in a sealed water-soluble bag.

2 **Active ingredient**

2.1 **Identity tests** (CIPAC 385/TC/M/2, CIPAC Handbook H, p 107, 1998, Note 2)

The active ingredient shall comply with an identity test and, where the identity remains in doubt, shall comply with at least one additional test.

2.2 **Cyfluthrin content** (CIPAC 385/WP/M/3, CIPAC Handbook H p 113, 1998)

The cyfluthrin content shall be declared (100 g/kg) and, when determined, the average content measured shall not differ from that declared by more than the tolerance given below

Declared content in g/kg Tolerance
100 ± 10% of the declared content

3 **Relevant impurities**

3.1 **Water** (MT 30.5, CIPAC Handbook J, p 120, 2000)

Maximum: 35 g/kg.

4 **Physical properties**

4.1 **pH range** (1% dispersion) (MT 75.3, CIPAC Handbook J, p 131, 2000)
pH range: 6.0 to 7.5.
Specifications may be revised and/or additional evaluations may be undertaken. Ensure the use of
current versions by checking at: http://www.who.int/whopes/quality/en/.

4.2 **Wet sieve test** (MT 59.3, CIPAC Handbook F, p 179, 1995)

Maximum: 5% retained on a 40 µm test sieve.
Maximum: 4% retained on a 75 µm test sieve.
Maximum: 2% retained on a 100 µm test sieve.

4.3 **Suspensibility** (MT 15.1, CIPAC Handbook F, p 45, 1995; or MT 177, CIPAC Handbook F, p 445, 1995) (Notes 3, 4 and 5)

A minimum of 70% of the cyfluthrin content found under 2.2 shall be in suspension after 30 min in CIPAC Standard Water D at 30 ± 2°C. In the case of water-soluble bag packaging, the provisions of clause 6.2 should be applied.

4.4 **Persistent foam** (MT 47.2, CIPAC Handbook F, p 152, 1995) (Note 6)

Maximum: 10 ml after 1 min
In the case of water-soluble bag packaging, the provisions of clause 6.3 should be applied.

4.5 **Wettability** (MT 53.3, CIPAC Handbook F, p 164, 1995)

The formulation shall be completely wetted in 2 min without swirling.

5 **Storage stability**

5.1 **Stability at elevated temperature** (MT 46.3, CIPAC Handbook J, p 128, 2000)

After storage at 54 ± 2°C for 14 days, the determined average active ingredient content must not be lower than 95%, relative to the determined average content found before storage (Note 7) and the formulation shall continue to comply with the clauses for:

- pH range (4.1);
- wet sieve test (4.2);
- suspensibility (4.3).

In the case of water-soluble bag packaging, the package should be enclosed in a watertight sachet, box or any other container at 54°C for 14 days. The determined average active ingredient content must not be lower than 95 %relative to the determined average content found before storage, and theformulation shall continue to comply with the clauses for.

- pH range (4 1);
- wet sieve test (4.2);
- dissolution of the bag (6.1);
- suspensibility (6.2);
- persistent foam (6.3).

None of the bags tested should show signs of leakage or rupture during normal handling, before and after storage

6 **Material packaged in a sealed water-soluble bag** (see Notes 8, 9 and 10)

6.1 **Dissolution of the bag** (MT 176, CIPAC Handbook F, p 440, 1995)

The dissolution of the bag shall be tested on a sample of the emptied and
Page 12 of 29
cleaned bag, taken according to the procedure described in Note 9, together with an appropriate proportion of the WP.
Flow time of the suspension: maximum 160 seconds.

6.2 **Suspensibility** (MT 15.1, CIPAC Handbook F, p 45, 1995; or MT 177, CIPAC Handbook F, p 445, 1995) (Notes 3, 4 and 5)

The suspensibility shall be tested on a suspension containing the WP and the bag material in the actual ratio of application, prepared according to the procedure described in Note 10.

A minimum of 70% shall be in suspension after 30 minutes in CIPAC Standard Water D at 30 ± 2°C.

6.3 **Persistent foam** (MT 47.2, CIPAC Handbook F, p 152, 1995) (Note 6)

The persistent foam shall be tested on a suspension containing the WP and the bag in the actual ratio of application, prepared according to the procedure described in Note 10.
Maximum: 10 ml after 1 min.

6.4 **Wettability** (MT 53.3, CIPAC Handbook F, p 164, 1995)

The formulation shall be completely wetted in 2 min without swirling.

Note 1 For record keeping purposes, the suffix "SB" should be added to the formulation code (WPSB).

Note 2 Complete identification of cyfluthrin requires confirmation that the diastereoisomers are present in the appropriate ratio (refer to specification 385/TC, 2003, clause 2.3).

Note 3 The formulation should be tested at the highest and lowest rates of use recommended by the
supplier, provided this does not exceed the conditions given in methods MT 15.1 or MT 177.

Note 4 This test will normally only be carried out after the heat stability test 5.1.

Note 5 Chemical assay is the only fully reliable method to measure the mass of active ingredient still
in suspension. However, simpler methods such as gravimetric and solvent extraction determination may be used on a routine basis provided that these methods have been shown to give equal results to those of chemical assay. In case of dispute, chemical assay shall be the "referee method".

Note 6 The mass of sample to be used in the test should be at the highest rate of use recommended
by the supplier.

Note 7 Samples of the formulation taken before and after the storage stability test should be analyzed concurrently after the test in order to reduce the analytical error.

Note 8 Sub-sampling

Lay the bag on a bench and carefully open one side of the bag with a cutter, taking care not to damage the seals.
Transfer the contents of the bag into a suitable flask. This material shall be used to carry out the tests for.

- active ingredient identity (2 1);
- active ingredient content (2.2),
- water content (3.2);
- pH range (4.1);
- wet sieve test (4.2),
- wettability (4.5);
- dissolution of the bag (6.1);
- suspensibility (6.2);
- persistent foam (6.3).

The bag is then opened on three sides, completely cleaned from adhering powder by brushing or suction and weighed to the nearest 0.01 g. It shall be used to carry out the dissolution test (6.1). Aliquots of an aqueous solution of the bag material shall be used in the suspensibility (6.2) and persistent foam (6.3) tests.

In the case of delay of the above tests, the bag shall be stored in a watertight container (glass bottle or equivalent) to avoid any change in its properties.

Note 9 The sampling of the bag for the dissolution test should be as follows:

Lay the empty cleaned bag in its original configuration (double layer). Delineate and then cut up a test sample including part of the upper seal (5 cm) and symmetrically including the vertical seal (10 cm). If the size of the bag is less than this dimension, use the whole bag .Carry out the dissolution test immediately to avoid any modification of the sample.

Note 10 The procedure for adding the bag material to the solution for the suspensibility and the persistent foam tests should be as follows:

Prepare a stock solution of the bag material (1 mg/ml) by weighing approximately a 100 mg sample (n mg) of the bag (excluding sealed parts) to the nearest mg. Dissolve this sample by

stirring in the standard water used for the tests to give a final volume of n ml. Store the stock solution in a stoppered bottle before use.

Calculate the volume (V ml) of the stock solution of the bag to be added to the test suspension of the wettable powder, according to the following equation.
V(ml) = X x 1000B
W
where: B (g) = weight of the emptied and cleaned bag;
W (g) = nominal weight of the WP contained in the bag;
X (g) = weight of the WP sample used in the test.

LAMBDA-CYHALOTHRIN WETTABLE POWDER
WHO Specification 463/WP (2003 I)

This specification, which is PART ONE of this publication, is based on an evaluation of data submitted by the manufacturers whose names are listed in the evaluation reports (463/2003, 463/2006). It should be applicable to relevant products of these manufacturers, and those of any other formulators who use only TC from the evaluated source. The specification is not an endorsement of those products, nor a
guarantee that they comply with the specification. The specification may not be appropriate for the products of other manufacturers who use TC from other sources. The evaluation reports (463/2003 , 463/2006), as PART TWO form an integral part of this publication.

1 **Description**

The material shall consist of an homogeneous mixture of technical lambdacyhalothrin, complying with the requirements of WHO specification 463/TC
(2003), together with filler(s) and any other necessary formulants. It shall be in the form of a fine powder free from visible extraneous matter and hard lumps. Where the material is packaged in sealed water soluble bags (Note 1), the material shall consist of a defined quantity of a lambda-cyhalothrin wettable powder, complying with the requirements of WHO specification 463/WP, contained in a sealed water soluble bag.

2 **Active ingredient**

2.1 **Identity tests** (CIPAC 463/WP/M-, CIPAC Handbook E, 1992)

The active ingredient(s) shall comply with an identity test and, where the identity remains in doubt, shall comply with at least one additional test.

2.2 **Lambda-cyhalothrin content** (CIPAC 463/WP/M-, CIPAC Handbook E, 1992)

The lambda-cyhalothrin content shall be declared (g/kg) and, when determined, the average content measured shall not differ from that declared by more than the following amounts:

Declared content in g/kg Permitted tolerance

up to 25 ± 15% of the declared content

above 25 up to 100 ± 10% of the declared content

Note: in each range the upper limit is included.

Specifications may be revised and/or additional evaluations may be undertaken. Ensure the use of
current versions by checking at: http://www.who.int/whopes/quality/en/.

3 **Physical properties**

3.1 **pH range** (MT 75.2)

pH range: 5.5 to 9.0.

3.2 **Wet sieve test** (MT 59.3)

Maximum: 2 % retained on a 75 µm test sieve.

3.3 **Suspensibility** (MT 184) (Notes 2 and 3)

A minimum of 50 % of the lambda-cyhalothrin content found under 2.2 shall be in suspension after 30 min in CIPAC Standard Water D at 30 ± 2°C (Note 4). In the case of water soluble bag packaging, the provisions of clause 5.2 should be applied.

3.4 **Persistent foam** (MT 47.2) (Note 5)

Maximum: 60ml after 1 min.

In the case of water soluble bag packaging, the provisions of clause 5.3 should be applied.

3.5 **Wettability** (MT 53.3)

The formulation shall be completely wetted in 1 min, without swirling.

4 **Storage stability**

4.1 **Stability at elevated temperature** (MT 46.3)

After storage at 54 ± 2°C for 14 days, the determined average active ingredient content must not be lower than 95%, relative to the determined average content found before storage (Note 6) and the formulation shall continue to comply with the clauses for:

- pH range (3.1);
- wet sieve test (3.2);
- suspensibility (3.3);
- wettability (3.5).

In the case of water soluble bag packaging, the package should be enclosed in a watertight sachet, box or any other container, at 30°C for 18 weeks. The determined average active ingredient content must not be lower than 95% relative to the determined average content found before storage (Note 6) and the formulation shall continue to comply with the clauses for:

- pH range (3.1);
- wet sieve test (3.2);
- dissolution of the bag (5.1);
- suspensibility (5.2);
- persistent foam (5.3).

None of the bags tested should show signs of leakage or rupture during normal handling, before and after storage.

5 **Material packaged in a sealed water soluble bag** (Note 7)

5.1 **Dissolution of the bag** (MT 176) (Note 8)

The dissolution of the bag shall be tested on a sample of the emptied and cleaned bag taken according to the procedure described in Note 8, together with an appropriate proportion of the WP. Flow time of the suspension: maximum 30 sec.

5.2 **Suspensibility** (MT 184) (Notes 2 and 3)

The suspensibility shall be tested on a suspension containing the WP and the bag material in the actual ratio of application, prepared according to the procedure described in Note 9.

A minimum of 50% shall be in suspension after 30 min in CIPAC Standard Water D at 30 ± 2°C (Note 4).

5.3 **Persistent foam** (MT 47.2) (Note 5)

The persistent foam shall be tested on a suspension containing the WP and the bag in the actual ratio of application, prepared according to the procedure described in Note 9.
Maximum 60ml after 1 min.

Note 1 For record keeping purposes, the suffix "SB" should be added to the formulation code (WPSB).
Note 2 The formulation should be tested at the highest and lowest rates of use recommended by
the supplier, provided this does not exceed the conditions given in method MT 184.
Note 3 This test will normally only be carried out after the heat stability test 4.1.
Note 4 Chemical assay is the only fully reliable method to measure the mass of active ingredient still in suspension. However, simpler methods such as gravimetric and solvent extraction determination may be used on a routine basis provided that these methods have been shown to give equal results to those of chemical assay. In case of dispute, chemical assay shall be the "referee method".
Note 5 The mass of sample to be used in the test should be at the highest rate of use recommended by the supplier.
Note 6 Samples of the formulation taken before and after the storage stability test should be analyzed concurrently after the test in order to reduce the analytical error.
Note 7 Sub-sampling
Lay the bag on a bench and carefully open one side of the bag with a cutter, taking care not to damage the seals. Transfer the contents of the bag into a suitable flask. This material shall be used to carry out the tests for:
- active ingredient identity (2.1),
- active ingredient content (2.2);
- pH range (3 1);
- wet sieve test (3.2);
- wettability (3.5);
- dissolution of the bag (5.1);
- suspensibility (5.2);
- persistent foam (5.3).

The bag is then opened on three sides, completely cleaned from adhering powder by brushing or suction and weighed to the nearest 0.01 g. It shall be used to carry out the dissolution test (5.1). Aliquots of an aqueous solution of the bag material shall be used in the suspensibility (5.2) and persistent foam (5.3) tests. In the case of delay of the above tests, the bag shall be stored in a watertight container (glass bottle or equivalent) to avoid any change in its properties.

Note 8 The sampling of the bag for the dissolution test should be as follows:

Lay the empty cleaned bag in its original configuration (double layer). Delineate and then cut up a test sample including part of the upper seal (5 cm) and symmetrically including the vertical seal (10 cm). If the size of the bag is less than this dimension, use the whole bag. Carry out the dissolution test immediately to avoid any modification of the sample. Note 9 The procedure for adding the bag material to the solution for the suspensibility and the persistent foam tests should be as follows: Prepare a stock solution of the bag material (1 mg/ml) by weighing approximately a 100 mg sample (n mg) of the bag (excluding sealed parts) to the nearest mg. Dissolve this sample by stirring in the standard water used for the tests to give a

BIFENTHRIN
WETTABLE POWDER

Interim specification WHO/IS/WP/415/2001

CAUTION: The use of hard water may create suspensibility problems.

1. Specification

1.1 Description

The material shall consist of an homogeneous mixture of technical bifenthrin, complying with the requirements of WHO specification WHO/IS/TC/415/2001, in a form of a fine, free flowing powder that wets out readily on stirring into water, together with filler(s) and any other necessary formulants. It shall be in form of a fine off-white to tan powder free from visible extraneous matter and hard lumps.

1.2 Chemical and physical requirements

The material, sampled from any part of the consignment (see method WHO/M/1.R1) shall comply with the requirements of section 1.1 and with the following requirements.

1.2.1 Bifenthrin *content (g/kg basis)*

The content of bifenthrin (g/kg basis), determined by the method described in section 2.1, shall not differ from the declared content by more than the following amount:

Declared content	*Permitted Tolerance*
Above 25 up to 100 g/kg	± 10% of the declared content
Above 100 up to 250 g/kg	± 6% of the declared content

Higher declared contents are not currently available

The average content of all samples taken shall not be lower than the declared content.

1.2.2 Water

The water content determined by the method described in WHO/M/7.R.1 (equivalent to CIPAC method MT 30.5, CIPAC Handbook J, p. 120), shall not be higher than 30.0 g/kg.

1.2.3. *Wet sieving*

Not less than 98% of the powder shall pass through a 75 ×m sieve and not less than 95% of the powder shall pass through a 60 ×m sieve, when tested by the CIPAC method MT 59.3 (CIPAC Handbook F, p.179).

1.2.4 *Suspensibility*

In WHO hard standard water. When tested by the CIPAC method MT 15.1 (CIPAC Handbook F, p.45), a minimum of 60 % of the bifenthrin content found under 1.2.1 shall be in suspense on after 30 minutes in WHO standard hard water (WHO method WHO/M/29) at 30 + 2°C. Alternatively, if the buyer requires other standard waters to be used, then this shall be specified when ordering.

1.2.5 *pH range & Acidity*

The pH of the material, when determined by the CIPAC method MT 75 (CIPAC Handbook F, p.205), shall be in the range 8.00 to 10.0.

The acidity of the material, when determined by the CIPAC method MT 31 (CIPAC Handbook F, p.96), shall not be higher than 0.5 g/kg calculated as H_2SO_4.

1.2.6 *Persistent foam*

The persistent foam of the material at the top of a 250 mL of suspension prepared in standard hard water, shall not exceed 15 mL when tested by the CIPAC method MT 47.2 (CIPAC Handbook F, p.152) after 1 minute.

1.2.7 *Wettability*

In WHO standard hard water (WHO/M/29).The wettability of the material, when determined by the CIPAC method MT 53.3 (CIPAC Handbook F, p.164), shall not be higher than 3 minutes.

1.2.8 *Heat stability*

The powder after treatment as described in section 2.2 must comply with the requirements of sections 1.2.1, 1.2.3, 1.2.4 and 1.2.7 of this specification.

1.3 Packing and marking of packages

The bifenthrin wettable powder shall be packed in suitable clean bulk packs, as specified in the order.

All packages shall bear, durably and legibly marked on the containers, the following:

2 The product should be tested at the highest and lowest rates of use recommended by the supplier, provided this is consistent with the conditions given in the method.

Manufacturer's name
Bifenthrin wettable powder
Bifenthrin ... ...g/kg
Batch number or reference number, and date of test
Net weight of contents
Date of formulation
Instruction for use

and the following minimum cautionary notice:

Bifenthrin is a pyrethroid that acts predominantly on the central nervous system: high dosages have been found to cause tremor and clonic convulsions in experimental animals. A high concentration in air may be irritant to the eyes and contact with the concentrated product may induce a temporary tingling sensation, particularly on the face. It may be hazardous if swallowed. Do not inhale spray mist. Avoid skin contact: wear protective gloves, clean protective clothing, and a face mask (surgical type) when handling the product. Wash hands and exposed skin thoroughly after using.

Keep containers out of reach of children and well away from foodstuffs and animal feed and their containers. If poisoning occurs, call a physician. Treatment is symptomatic.

Bifenthrin is toxic to aquatic wildlife. Avoid accidental contamination of water.

Methods of determining chemical and physical properties

2.1 Bifenthrin content

2.1.1 Outline of method

This test method describes the analysis of wettable powder formulations.

Improved column technology and method optimization have yielded a method which give results equivalent or superior to previous methods.

Bifenthrin is determined by comparison to an internal standard, octacosane. A test solution containing a known concentration of octacosane is utilized by comparing instrument response (peak area) of the internal standard to the relative response of bifenthrin, taking into account the amount of sample being analyzed.

2.1.2 Apparatus

Analytical Balance. Capable of accurately weighing to 0.1 mg or equivalent.

Centrifuge.
Gas Chromatograph. Capable of operating over the range 100 to 300°C. fittedwith a flame ionization detector and data collection system and if possible an autosampler.

Graduated Cylinder. 500 mL.
Reciprocating Shaker.
Vials, Minimum 40 mL capacity, with poly-lined cap.
Volumetric Pipette.
Magnetic Stirrer and stir bar.

Column. Megabore DB-210. 30 meter length. 0.53 mm internal diameter. film thickness 1 m; maximum temperature (isothermal) 200 C. Available from J&W Scientific, or equivalent.

2.1.3 Reagents

Octacosane. Eastman Kodak Chemical Co or equivalent.
Heptane.
Acetone.
Bifenthrin, Analytical Standard Grade. available from FMC Corporation. Agricultural Chemical Group. Princeton. NJ, USA.

2.1 4 Analytical instrument parameters

Gas Chromatograph parameters (all conditions may be adjusted to optimize results):

Oven Temperature:	205 C
Injection Port Temperature:	240 C
Detector Temperature:	300 C

Data Station Parameters (all parameters may be modified to optimize results):

Run Time:	8 minutes
Chart Speed:	0.5 cm/min
Zero:	5% full scale

2.1.5 Determination of response factor "RF"

Weigh 0.1 g of the analytical standard, to the nearest 0.001g, and place into a vial.

Prepare an internal standard stock solution by weighting 2.5 g octacosane. to the nearest 0.01 g, and placing it into a bottle with a capacity of at least 1000 mL. To this add 700 mL of heptane and 175 mL of acetone. which have been measured bya graduated cylinder. Mix well using a magnetic stirrer.

Pipette 40 mL of the internal standard stock solution to the vial containing the analytical standard; mix on reciprocating shaker until dissolved.

Inject 1 L of the standard solution into the gas chromatograph.

Obtain several chromatograms and measure the peak areas of the internal standard and bifenthrin.

Calculate response factor by the following formula:

$$Rf = \frac{A_{is} \times WT_{std} \times P_{std}}{A_{std} \times WT_{is} \times P_{is}}$$

Where: A_{is} = Area internal standard

A_{std} = Area bifenthrin
WT_{std} = Weight of standard
WT_{is} = Weight of internal standard
P_{std} = Purity of bifenthrin standard
Pis = Purity of internal standard

2.1.6 *Sample preparation*

Bifenthrin wettable formulations: weight a sufficient amount of sample to obtain 0.1 g bifenthrin into a vial; add 40 mL of internal standard stock solution and mix on reciprocating shaker for 30 minutes.

Inject 1 µL portions of the sample solutions, obtaining three replicate injections for each. Run a standard injection series after every three or four samples.

Calculate percent (%) active ingredient bifenthrin by the following formula:

$$\% = \frac{A_{spl} \times WT_{is} \times RF \times 100}{A_{is} \times WTspl}$$

Where: A_{spl} = Area of bifenthrin in sample
WT_{is} = Internal standard weight
RF = Response Factor
A_{is} = Area of internal standard peak
WT_{spl} = Sample weight

2.2 Heat stability treatment

54 + 2°C for 14 days (CIPAC method MT 46.1, CIPAC Handbook F, p.149), unless other temperatures and times are requested (FAO Manual on the development and use of FAO specifications for plant protection products, no.149, p.33).

After completion of the heat stability treatment, the samples should not be exposed to heat, bright sunshine, or atmospheric humidity.

If required the test should be conducted in the commercial type pack.

ALPHA-CYPERMETHRIN WETTABLE POWDER

WHO specification 454/WP (February 2015*)

This specification, which is PART ONE of this publication, is based on evaluations of data submitted by the manufacturers whose names are listed in the evaluation reports (454/2005, 454/2007, 454/2009, 454/2011). It should be applicable to relevant products of these manufacturers, and those of any other formulators who use only TC from the evaluated sources. The specification is not an endorsement of those products, nor a guarantee that they comply with the specification. The specification may not be appropriate for the products of other manufacturers who use TC from other sources. The evaluation reports (454/2005, 454/2007, 454/2009, 454/2011), as PART TWO, form an integral part of this publication.

1 Description

The material shall consist of a homogeneous mixture of technical alpha-cypermethrin, complying with the requirements of WHO specification 454/TC (January 2013), together with filler(s) and any other necessary formulants. It shall be in the form of a freely flowing fine powder, free from visible extraneous matter and hard lumps.

2 Active ingredient

2.1 **Identity tests** (454/WP/(M)/2, CIPAC Handbook H, p.18, 1998)

The active ingredient shall comply with an identity test and, where the identity remains in doubt, shall comply with at least one additional test.

2.2 **Alpha-cypermethrin content** (454/WP/(M)/3, CIPAC Handbook H, p.18, 1998)

The alpha-cypermethrin content shall be declared (g/kg) and, when determined, the average content measured shall not differ from that declared by more than the following tolerance.

Declared content in g/kg	Tolerance
above 25 up to 100 Note: the upper limit is included in the range.	± 10% of the declared content

3 Physical properties

3.1 **pH range** (MT 75.3, CIPAC Handbook J, p.131, 2000)

pH range: 4.0 to 8.0.

3.2 **Wet sieve test** (MT 185, CIPAC Handbook K, p.149, 2003)

Maximum: 2% of the formulation shall be retained on a 75 µm test sieve.

* Specifications may be revised and/or additional evaluations may be undertaken. Ensure the use of current versions by checking at: http://www.who.int/whopes/quality/en/

3.3 **Suspensibility** (MT 184, CIPAC Handbook K, p.142, 2003) (Note 1)
A minimum of 70% of the alpha-cypermethrin content found under 2.2 shall be in suspension after 30 min in CIPAC Standard Water D at 30 ± 2°C (Note 2)

3.4 **Wettability** (MT 53.3.2, CIPAC Handbook F, p.164, 1995)

The formulation shall be completely wetted in 1 min with swirling.

3.5 **Persistent foam** (MT 47.3) (Notes 3 & 4)

Maximum: 60 ml after 1min.

4 **Storage stability**

4.1 **Stability at elevated temperature** (MT 46.3, CIPAC Handbook J, p.128, 2000)

After storage at 54 ± 2°C for 14 days, the determined average active ingredient content must not be lower than 95%, relative to the determined average content found before storage (Note 5), and the formulation shall continue to comply with the clauses for:

- pH range (3.1),
- wet sieve test (3.2),
- suspensibility (3.3),
- wettability (3.4).

Note 1 The formulation should be tested at the highest and lowest rates of use recommended by the supplier, provided it does not exceed the conditions given in method MT 184.

Note 2 Chemical assay is the only fully reliable method to measure the mass of active ingredient still in suspension. However, simpler methods such as gravimetric and solvent extraction determination may be used on a routine basis provided that these methods have been shown to give equal results to those of chemical assay. In case of dispute, chemical assay shall be the "referee method".

Note 3 The CIPAC method MT 47.2 published in Handbook F for determination of persistent foam created when formulations are added to water before use was updated to MT 47.3. This new method was accepted as a full CIPAC method in 2013. Prior to its publication in the next Handbook, copies of the method can be obtained through the CIPAC website, http://www.cipac.org/cipacpub.htm

Note 4 The mass of sample to be used in the test should correspond to the highest rate of use recommended by the supplier. The test is to be conducted in CIPAC standard water D.

Note 5 Samples of the formulation taken before and after the storage stability test should be analyzed concurrently after the test in order to reduce the analytical error.

Annexure-1B

CONSIGNEE LIST

Annexure – B

Consignee Address for Supply of SP(wdp) for Kala-azar

S. No.	District	Qty.
1	CMO office/ District Hospital, Vijaypur, District **Ballia** Uttar Pradesh 277001, Ph Pharmacist Yogender Pandey 9956515733, DMO Sunil Kumar 9455280838, MI Raj kumar 6307657610	5 MT
2	District Store , PPC Padrauna , Behind Padrauna Police station , District **Kushinagar** , MI Dr. Pinkesh Roy 9335768773	5 MT
3	Dr. Vindu Prakash Singh, Primary health centre Amausi Kanpur Road, Sarojini Nagar (Near Amausi Airport) **Lucknow,** Uttar Pradesh-226008, Contact person- Mr. Amit – 707723523 ; Dinesh 9554400678	2 MT
4	District Malaria Officer, Sadar Hospital Campus, **Dumka** Ph. 06434-230596, Mob. 7004575685	14 MT
5	District Malaria Officer, Sadar Hospital Campus, **Pakur**, Ph. 06435 223672, Mob. 9122594221	17 MT
6	District Malaria Officer, Sadar Hospital Campus, **Godda,** Ph. No. 7050417117	14 MT
7	District Malaria Officer, Sadar Hospital Campus, **Sahebganj,** Ph. 9122740555	15 MT
		72 MT
Note :- Quantity calculated in term of Alphacypermethrin 5% wp for reference purpose only.		

28/6.

prepared by,

Annexure-1C

The details of CMSS warehouses are given below:-

CMSS Warehouse & Mapped States			
Sr No	**Warehouse Location**	**States/UT's covered by the Warehouse**	**Address**
1	Agartala	Tripura	Near ONGC Complex, PO-Hapania , Agartala-799014
2	Ahmadabad	Gujarat	Opp. P&T Colony, Shahalam, Ahmedabad-380028
3	Bangalore	Karnataka	APMC Yard, Yeswanthpur, Bangalore - 560022
4	Bhopal	Madhya Pradesh	Chhola Road, Near Nishatpura Cabin, Bhopal, M.P.
5	Chandigarh	Chandigarh Punjab Haryana Himanchal Pradesh Jammu & Kashmir, Leh Ladakh Uttarakhand	Central Medical Services Society Godown no. B014/3433, Near Vivekanand School, Godown area, Village Bhabat, Thana-Zirakpur, Dist: SAS Nagar-140603(Punjab)
6	Chennai	Tamil Nadu Pondicherry Andaman & Nicobar Islands	Chitalapakkam(P.O), Chennai - 600064, T.N.
7	Jajpur	Odisha	Dhawalgiri, Post-Jajpur Road, Dist-Jajpur, Odisha
8	Delhi	Delhi	Ware Housing Scheme Block No 2.,Kirti Nagar, New Delhi-110015.
9	Guwahati	Assam Arunachal Pradesh Meghalaya Nagaland Sikkim Manipur Mizoram	EPIP Complex, Amingaon, Guwahati-781031
10	Hyderabad	Telangana Andhra Pradesh	Behind Gandhibhavan, Nampally, Hyderabad-500001
11	Jaipur	Rajasthan	Plot no SPL-1296, EPIP Sitapura, Ind Area, Jaipur-302002
12	Kolkata	West Bengal	Rehabilitation Industries Corporation Estate, Bonhooghly, Kolkatta - 700 108
13	Lucknow	Uttar Pradesh	New Mandi Complex, Sitapur Road Lucknow-226020
14	Navi Mumbai	Maharastra Goa Dadra and Nagar Haveli Daman and Diu	Sector-20 Near APMC Fruit Market , VashiNavi Mumbai-400613
15	Patna	Bihar	Bazar Sammittee , Katra Bazar, Patna city-800008
16	Raipur	Chattisgarh	Rawabhata , Raipur -493221
17	Ranchi	Jharkhand	Po-Hehal , Ratu Road , Dist-Ranchi-834005
18	Trivandrum	Kerala Lakshadweep	Kinfra Apparel Park, Thumba, Palliphura(PO), Trivandrum-695586

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

Annexure-II

TENDER FORWARDING LETTER

Date:

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

Sub: Acceptance of Terms & Conditions of Tender.

Tender No: CMSS/PROC/2023-24/NCVBDC/041
Name of Tender: - Online tender for Procurement of SYNTHETIC PYRETHROID (WDP) FOR NCVBDC.

Dear Sir,

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

_____

_____

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

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents (Including all document like annexure(s), schedule(s), etc .,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

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

4. I / We hereby unconditionally and unequivocally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

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

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

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

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

Annexure-III

DETAILS OF E.M.D. SUBMITTED

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

Sch. No.	Item Name	UOM	Quantity in Bid	Quantity Quoted	% of the Bid Quantity	Amount of EMD Payable (in INR) for 100% quantity	Amount of EMD Payable (in INR) for 50% quantity	Amount of Bid Security
I	Synthetic Pyrethroid (WDP)	Kilogram	72,000			3,00,758	1,50,379	

Annexure-IV

PROFORMA FOR PERFORMANCE STATEMENT

(FOR A PERIOD OF LAST 2 YEARS)

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

Sl.	Name of Product	Year 2021-22	Year 2022-23	Quantity manufactured and marketed	UOM	Name and full address of the Purchaser
1	2	3	4	5	6	7
1.						
2.						
3.						

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 **Annexure-IV.**

Signature of Tenderer
Name in Capitals
Date:
Seal:

Signature of Statutory Auditor/Practicing Chartered Accountant
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.

Sl. 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 three 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	Manufacturing Capacity	Quantity Manufactured **8**		Average Quantity Manufactured
							2021-22	2022-23	
1	**2**	**3**	**4**	**5**	**6**	**7**	**8A**	**8B**	**9**
I		Synthetic Pyrethroid (WDP)	Kilogram	72,000					
				TOTAL					

Date: Authorized Signatory:

Annexure-VII

CHECK LIST

Packet 1

		Pg. No. in bid	
1.	Checklist – Annexure-VII- (Clause 6.2 p)	Yes	No
2.	EMD (as per Annexure-XIII) (Clause 6.2 a)	Yes	No
3.	Certificate by MSME/ SSI units in support of being a MSE/ SSI unit. (Clause 6.2 a)	Yes	No
4.	Tender Forwarding Letter (Annexure-II) (Clause 6.2 b)	Yes	No
5.	Duly attested photocopy of Manufacturing License (valid on the date of tender opening) for the product duly approved by the Licensing Authority for each and every product quoted. (Clause 6.2 c)	Yes	No
6.	Power of Attorney duly signed & Authorization letter nominating a responsible person of the tenderer to transact the business with the Tender inviting Authority. (Clause 6.2 d)	Yes	No
7.	Purchase Order Copy (Clause 6.2 e)	Yes	No
8.	Market Standing Certificate (Clause 6.2 f) and Valid WHO-GMP Certificate (valid on the date of tender opening) & COPP (Clause 6.2 i)	Yes	No
9.	Non-Conviction Certificate issued by the Drugs Controller (Clause 6.2 g)	Yes	No
10.	Manufacturing Capacity Certificate (Clause 6.2 h)	Yes	No
11.	Performance Statement (Annexure-IV) (Clause 6.2 j)	Yes	No
12.	Annual Turnover Statement for 3 Years (Annexure-V) (Clause 6.2 k)	Yes	No
13.	Copies of Annual Audit Reports including Balance Sheet & Profit & Loss Account for last three years (Clause 6.2 l)	Yes	No
14.	Certificate of Incorporation in case of companies/copy of partnership deed in case of partnership firm/ Declaration in case being a proprietary firm. (Clause 6.2 m)	Yes	No

15.	Long term stability data (Clause 6.2 n)	Yes	No
16.	List of items quoted and their production capacity – Annexure-VI (Clause 6.2 o)	Yes	No
17.	No Deviation Certificate (Annexure-XV) (Clause 6.2 s)	Yes	No
18.	Near Relative Certificate (Annexure-XVI) (Clause 6.2 t)	Yes	No
19.	Certificate for local content (Clause 6.2 u)	Yes	No
20.	Undertaking to compliance i.r.o Ministry of Finance, Department of Expenditure, Procurement Policy Division No- 6/18/2019-PPD dated 23.07.2020 (Annexure-XIX) (Clause 6.2 v & w)	Yes	No
21.	Undertaking that Firm is not being blacklisted or debarred from any Govt. Agency (Clause 6.2 x)	Yes	No
22.	Para-wise compliance of technical specification of the quoted item (Clause 6.2 y)	Yes	No
23.	Annexure-XII (Mandate Form)	Yes	No
24.	The bidders are requested to submit an undertaking on their letterhead for compliance to the Artwork enclosed for the items quoted by them. No further approval for Artwork would be provided by CMSS to any bidder.	Yes	No

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

M/s _____

For Self and Firm / Company Ltd.

Signature and Seal

Annexure-VIII

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 Drugs and medicines, goods for the year 2022-23 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 Clause 9.2 of tender document.

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

4. In consideration of exempting M/s._____ (Proprietary Concern/ Firm / Company Ltd.) from payment of Earnest Money Deposit as indicated in the clause 9.2 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: gmproc1@cmss.gov.in

LETTER OF ACCEPTANCE

No: CMSS/PROC/2023-24/NCVBDC/041 Date _____

To,

M/s _____

Address: _____

Attn: _____

Phone: _____

Email _____

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

Sub: Acceptance of Tender for supply to CMSS

Ref: 1) CMSS Tender No. **CMSS/PROC/2023-24/NCVBDC/041** 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 Synthetic Pyrethroid (WDP) for NCVBDC has been accepted for following items:

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

2. You are requested to deposit Security Deposit @ 3% of the total value by NEFT/ RTGS/ Bank Guarantee/Demand Draft/ Banker's Cheque and enter into an Agreement, as per the format given in **Annexure-X** of the Tender document,

within 15 days from the date of receipt of this letter. The Security Deposit shall be valid for 1260 days from the date of commencement.

3. 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.

4. All other terms and conditions will be applicable as per Tender document no. CMSS/PROC/2023-24/NCVBDC/041 and subsequent amendments to it.

Anjana
GM/Procurement

Annexure A to LOA 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/NCVBDC/LTA/041

E- STAMP CERTIFICATE NO.:

LTA Validity: From _____ to _____

TERMS OF AGREEMENT

THIS AGREEMENT made the..... day of ....., year between **Central Medical Services Society, 2nd Floor, Vishwa Yuvak Kendra, Pt. Uma Shankar Dikshit Marg, Teen Murti Marg, Opposite Police Station Chankaya Puri, New Delhi-110021** (here in after "the Purchaser") of the one part and ..... (Name of 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 Synthetic Pyrethroid (WDP) for NCVBDC** in the Tender Reference No. **CMSS/PROC/2023-24/NCVBDC/041, Dt**_____(Brief Description of Goods and Services) and has accepted a bid by the Supplier for the supply of those goods and services for the sum of..... (Contract Price in Words and Figures) (Hereinafter called "the Contract Price").

WHEREAS the Supplier confirms that it is qualified, ready, willing and able to supply/services the **Procurement of Synthetic Pyrethroid (WDP) for NCVBDC**, in accordance with the terms and conditions of this Agreement.

1. DEFINITIONS

Commencement Date means _____

Expiry Date means _____

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

Tender means Tender No. Tender No: **CMSS/PROC/2023-24/NCVBDC/041** from CMSS to the Supplier, to quote for the cost of supply of the Products to CMSS.

Long Term Agreement, as abbreviated to Agreement or LTA, means this Agreement between the Parties, to provide Products, including its Annexure, however with due consideration of the order of precedence among the LTA and individual Annexure.
Parties means CMSS and the Supplier, their successors and assigns and where not repugnant to the context, their servants or agents.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. **LTA DOCUMENTS:**

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

(a) This LTA
(b) The Notice Inviting Tender
(c) Terms and Conditions of Tender Document as given in Tender No: **CMSS/PROC/2023-24/NCVBDC/041** dt. _____
(d) The Minutes of Pre-Bid meeting and corrigendum issued.
(e) Schedule of Requirement.
(f) The Technical Specification
(g) The Supplier's Offer including Enclosures, Annexure etc.
(h) Any other document listed in the supplier's bid and replies to queries, clarifications issued by the purchaser, such confirmations given by the tenderer which are acceptable to the purchaser and the entire Addendum issued as forming part of the contract.
(i) The Letter of Acceptance issued by the purchaser.

2. **PURPOSE OF LTA:**

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

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

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

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

Annexure-A

Annexure A to LTA No:
Supplier: M/s

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

Annexure-XI

CENTRAL MEDICAL SERVICES SOCIETY
Ministry of Health & Family Welfare
(Government of India)
2nd Floor, Vishwa Yuvak Kendra, Pt. Uma Shankar Dikshit Marg, Teen Murti Marg,
Opposite Police Station Chanakya Puri, New Delhi-110021, India

PURCHASE ORDER

PO No: CMSS/PROC/2023-24/NCVBDC/041 **Dated:** _____

To,

M/s _____
Address: _____
Attn: _____
Phone: _____
Email _____

Subject: **Purchase Order for supply of Synthetic Pyrethroid (WDP) for NCVBDC.**
Ref : Long Term Agreement No: CMSS/PROC/2023-24/NCVBDC/041 /LTA/..... 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)	GST (%)	GST (Rs)	Transportation Charges (Rs)	Rate Per Unit (Landed Price)(Rs)	Total Value (Rs)	Destination
1											As per Annex 1
2											As per Annex -1

1. All the Terms & Conditions of the Agreement signed by you on acceptance of your tender are applicable.
2. Delivery Period: As per Annexure A of the tender document
3. Manufacturing license as per Annexure A and site address as per Annexure B.

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

(Anjana)
General Manager (Procurement)

Copy to :

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

Annexure-A

Annexure A to PO No:
Supplier: M/s

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 Cheque book)	

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

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

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

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

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

Annexure-XIII

Bank Guarantee for EMD (Format)

(if applicable)

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

*[insert **Bank's Name**, and **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……
Furthermore, we understand that, according to your conditions, bids must be supported by an EMD.

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

(a)has withdrawn its Bid during the period of bid validity specified by the Tenderer in the Form of Bid; or

(b) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i)fails or refuses to execute the Contract Form, if required, or(ii)fails or refuses to furnish the security deposit, in accordance with the Instructions to Tenderer s.

(c)does not accept the correction of the Bid Price

(d)This guarantee will expire: (a) if the Tenderer is the successful tenderer ,upon our receipt to copies of the contract signed by the Tenderer and the performance security issued to you upon the instruction of the Tenderer ; or(b) if the Tenderer is not the successful tenderer ,upon the earlier of (i) our receipt of a copy of your notification to the Tenderer of the name of the successful tenderer ;or (ii) Twenty Eight days after the expiration of the Tenderer 's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.
This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

_____
[signature(s)]

Annexure-XIV

Security Bank Guarantee (Format)

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

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

PERFORMANCE GUARANTEE No.:_____

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

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

This guarantee shall expire no later than the ____ day of _____, 2_____,[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. 758, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded._____
[signature(s)]

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

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

Annexure-XV

No Deviation Certificate

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

Signature (with Stamp)

Annexure-XVI

Near Relative Certificate

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

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

The near relatives for this purpose are defined as:

(a) Members of a Hindu undivided family.

(b) They are husband and wife.

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

Signature/Signatures (with Stamp)

Annexure-XVII

Format of Local Content Declaration

Tender Reference No: Date:

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

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

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

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

(Name of Firm/ Entity)

Authorized Signatory/ Statutory Auditor/ Chartered Accountant/Cost Auditor

(with Company Seal/Stamp)

(Refer Clause **9 of DPIIT** Order dtd. **16.09.2020**)

Annexure-XVIII

UNDERTAKING

(On Company's Letter Head)

We,.....(name of bidder), having offices at

……..are participating in Bid No.

…… Dated.....

We equivocally and irrevocably undertake that,

i) Compliance of DOE, MOF order No. 6/18/2019 – PPD dated: - 23.07.2020 and No.F.7/10/2021-PPD (1), 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 twoyears.

M/s_____

Witness

For Self and Firm/Company Limited

1.

Signature & Seal of company

Annexure-XIX

CONSIGNEE RECEIPT CERTIFICATE

(To be given by consignee's authorized representative)

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

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

   _____

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