

**TENDER FOR**  
**PROCUREMENT OF**  
**CBNAAT Cartridges used under NTEP**  
**through Single Tender Enquiry on PAC**  
**Basis from M/s. Cepheid India Pvt. Ltd.**

Tender No: CMSS/PROC/2023-24/NTEP/048

**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-11002, Phone: 011-21410905, 21410906

**Website:** [www.cmss.gov.in](http://www.cmss.gov.in), **Email-** [dgceocmss@cmss.gov.in](mailto:dgceocmss@cmss.gov.in),  
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## CENTRAL MEDICAL SERVICES SOCIETY

Ministry of Health & Family Welfare (Government of India)  
2<sup>nd</sup> floor, Vishwa Yuvak Kendra, Pt. Uma Shankar Dikshit Marg, Teen Murti Road,  
Opposite Police Station Chankaya Puri,  
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**ONLINE BIDS ARE INVITED IN TWO PACKET BID SYSTEM FOR PROCUREMENT OF  
CBNAAT Cartridges used under NTEP through Single Tender Enquiry on PAC Basis from  
M/s. Cepheid India Pvt. Ltd.**

**Manual bids shall not be accepted.**

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

### CRITICAL DATE SHEET

Published Date	27.10.2023
Pre bid meeting	06.11.2023 at 12 Noon Venue- Conference Hall, CMSS HQ New Delhi
Last date & time to submit pre-bid queries	06.11.2023 till 05:00 PM
Bid Document Download End Date & time	14.11.2023 till 03:00 PM
Bid Submission End Date and Time	17.11.2023 till 04:00 PM
Last date of submission of original documents	17.11.2023 till 03:00 PM
Bid Opening Date and Time	17.11.2023 at 04:30 PM

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

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

Address for Communication:

Central Medical Services Society,  
2<sup>nd</sup> Floor, VishwaYuvak Kendra,  
Pandit Uma Shankar Dikshit Road,  
Chanakyapuri, New Delhi-110021

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**Online Tender for PROCUREMENT OF CBNAAT Cartridges used under NTEP through Single Tender Enquiry on PAC Basis from M/s. Cepheid India Pvt. Ltd.**

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

CMSS intends to procure cartridges for Cartridges Based Nucleic Acid Amplification Testing (CB- NAAT) Machine from M/s Cepheid India Pvt. Ltd. for model Gene Xpert IV-4, CB NAAT Machine through single tender basis on GEM. (Proprietary Article Certificate is attached for reference)

**Tender Inviting Authority:** DG&CEO, Central Medical Services Society, 2nd Floor, Vishwa Yuvak Kendra, Pandit Uma Shankar Dikshit Road, Chanakyapuri, New Delhi-110021 (hereinafter referred as **Tender Inviting Authority** unless the context otherwise requires)

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

2. 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 (uploaded in Instructions to bidders ) shall supersede all other terms & conditions.

**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.
- 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

- i. The tenderer shall be Original Equipment/Item Manufacturer or its Authorized Indian Agent.
- ii. The bidder 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.
- iii. Tenderer should quote 100% of the tender quantity for each schedule.
- iv. 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
I	525181440.00

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

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

#### 5. General Conditions

##### a) FORGERY/FRAUD BY BIDDERS/SUPPLIER:

- (a) Genuineness of the papers/documents/certificates/ declaration submitted with bid is the responsibility of the bidder. If at any stage it is found that the papers/ documents/certificates/declaration submitted by the bidder 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.

**b) 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.

**c) 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.

**d) 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.

- e)** 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.

**f) 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.

**g) 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 X is to be submitted.

### 6.1 **Techno-commercial Bid – “Single Packet”**

- (a) Bid Security Declaration in respect of EMD or in case of MSE, a copy of their valid Udyam registration certificate in support of their being an MSE and a notarised undertaking given in Annexure VII.
- (b) Tender Forwarding letter as per **Annexure-II** signed by the Authorized Official of the tenderer.
- (c) Tenderer shall be an OEM or its Indian Agent.
- (d) In case the bidder is the OEM- Self Declaration of Manufacturer should be given.
- (e) In case the bidder is Indian Agent of OEM- Manufacturer Authorization form as per Annexure XI (Should be signed by both, the OEM and the bidder) to be given.
- (f) The instruments such as **power of attorney, resolution of board** etc., authorizing an officer of the Tenderer should be enclosed with the Tender duly signed by the Authorized signatory of the Company/Firm and such authorized officer of the Tenderer should sign the Tender documents.
- (g) The manufacturer must have a CE Certification for quality management system and a type test certificate of relevant optical and mechanical tests. Quality and safety standards met by the product must be listed.
- (h) Three purchase order copies of any Govt. Hospital/Institutions/PSUs to be furnished where the bidder had supplied the same item in last three financial years.
- (i) 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.
- (j) All the documents enclosed with the Tender document should also be signed by the authorized official of the Tenderer.
- (k) **No Deviation Certificate** against technical specifications given at **Annexure –I** on company letter head.
- (l) An undertaking that firm is not being blacklisted or debarred from any Govt. agency. 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”**

- (m) Literature/Brochures of the quoted item.
- (n) Proprietary Article Certificate from the Manufacturer.
- (o) Price Bid should be uploaded online in the form of BOQ.XXXX.xls. Format of the Schedules of price bid is available in Annexure XIII for reference only. The price quoted shall be in INR only and is 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.
- (p) 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- XII.
- (q) 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.
- (r) Compliance to DPIIT order No- 6/18/2019-PPD dated 23.07.2020
- (s) Near Relative Certificate as per Annexure X to be submitted.

6.2 (a) The above-mentioned documents are to be submitted in soft copy electronically on GeM portal <https://gem.gov.in/> as Techno-Commercial Bid 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

### **7.1 Instructions for price Bid:-**

- i) The bidder may quote for GST as per applicability in accordance with relevant Government notification.
- ii) Any variation upwards/downwards as a result of statutory variation in GST/ other taxes/duties/levies for supplies during original *specified delivery schedule* of goods shall be allowed.
- iii) Any upward/downward revision (only during scheduled delivery period) in statutory taxes, levies will be allowed and benefit will pass on to supplier/purchaser.
- iv) Any increase in taxes and other statutory duties/levies after the expiry of the delivery date shall be to the supplier's accounts. However, the benefit of any decrease in these taxes/duties shall be passed on to the purchaser by the supplier.

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

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

- 7.4 Break up 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. CLARIFICATION OF BIDS SUBMITTED:**

- 8.1 To assist in the examination, evaluation and comparison of bids, the purchaser may, at his discretion ask the bidder for the clarification in its bid. The request for the clarification and response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained. No documents issued after the date of Tender Opening will be accepted.
- 8.2 Tenderers are advised to submit all the required documents as per tender terms and conditions. Failure to submit them 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 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%.

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

- (i) MSE firms as per classification given in MSME Act 2006 and holding Permanent Registration Certificate from the District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries



Board or Coir Board or National Small Industries Corporation or any other body specified by Ministry of Micro Small and Medium Enterprises will be granted exemption from payment of Earnest Money Deposit. Registration Certificate has to be produced in support of above.

- (ii) The MSE Units will be required to furnish a notarized undertaking (as per **Annexure-VI**) to the effect that in the event of non-fulfilment or non-observance of any of the conditions stipulated in the contract, 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.
- (iii) The MSEs participating in the tender shall enclose with their tender a copy of their valid registration certificate with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or any other body specified by Ministry of Micro Small and Medium Enterprises in support of their being an MSE, failing which their tender will be liable to be ignored/rejected
- (iv) Vide Gazette no. CG-DL-E-26062020-220191 dt. 26.06.2020, Ministry of MSME have revised criteria for classifying the enterprises as Micro, small and Medium enterprises with effect from 1st July 2020 therefore following firms will be exempted from submission of EMD:
  - a) Micro and Small Enterprises as per classification given in MSME Notification dtd. 26.06.2020 registered under "Udyam Registration" w.e.f 01.07.2020 will be granted exemption from payment of Earnest Money Deposit. Udyam Registration Certificate has to be produced in support of above.
  - b) The existing Micro and Small Enterprises as per classification given in MSME Act 2006 , registered till 30.06.2020 and holding Permanent Registration Certificate from the District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or any other body specified by Ministry of

Micro Small and Medium Enterprises will be granted exemption from payment of Earnest Money Deposit till 31.12.2021. Registration Certificate has to be produced in support of above.

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

- (i) The Earnest Money Deposit will be refunded to the lowest responsive bidder/s within 30 days from the date of signing the contract agreement and on the deposit of Security Deposit.
- (ii) The Earnest Money Deposit (EMD) furnished by all unsuccessful tenderers will be returned as early as possible after the expiration of the period of tender validity but not later than 30 days of the award of the contract.

**9.4 FORFEITURE OF EMD:**

- (i) The Earnest Money Deposit (EMD) will be forfeited/vendor would be required to deposit the equivalent EMD amount as per Bid Security Declaration, if the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of his Tender.
- (ii) The Earnest Money Deposit (EMD) will be forfeited/ vendor would be required to deposit the equivalent EMD amount as per Bid Security Declaration, in case of the lowest/ matched bidder, fails to execute the contract agreement and / or deposit the Security Deposit within the stipulated time. Additionally, actions as stipulated in clause no. 18.1 will also be taken.
- (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 acceptance of award 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.

- 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.

- 10.3 In accordance to the above notification the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L1 + 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 DIPP has notified a Public Procurement order-2017 (Preference to Make in India) order 2017- Revision vide Order no P-45021/2/2017-PP (BE-II) - dated 4th June 2020 and 16.09.2020. The provision of said order including any subsequent orders issued from time to time will apply in the instant case. Bidders are requested to submit a declaration indicating percentage of local content as per Annx XII.

## 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 as given in **Annexure-XIII** by the tenderer.
- 11.2 The evaluation for ranking shall be carried out on the basis of “all inclusive” prices of the goods offered for each schedule separately.
- 11.3 The purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser’s action.
- 11.4 (i) CMSS or its authorized representative(s) has the right to inspect the factories of Tenderers, before accepting the rate quoted by them or before releasing any purchase order(s) or at any point of time during the continuance of tender and also has the right to reject the tender or terminate/ cancel the purchase orders issued and/or not to place further order, based on adverse reports brought out during such inspections. In such situation CMSS reserves the right to take other actions against the tenderer including forfeit of security deposit, debarring/blacklisting for appropriate period.

- (ii) The Tenderer shall allow inspection of the factory at any time by a team of Experts/ Officials nominated by the Tender Inviting Authority for the purpose. The Tenderer shall extend necessary cooperation to such team in inspection of the manufacturing process, quality control measures adopted etc., in the manufacture of the items quoted. If Company/ Firm does not allow for any such inspection, their tenders will be rejected during the currency of the contract.
- (iii) The Contract shall be issued from GEM as per their format. In addition to contract through GEM, the LOA, LTA and PO would be issued from CMSS e-Aushadhi platform and details mentioned in these documents will be considered for all purposes i.e tender obligations, delivery completion and payment purposes irrespective of GEM contract whenever issued. The consignees will give CRC on GEM for all purposes i.e confirmation of receipt of material and payment purposes etc.

## **12. SECURITY DEPOSIT AND AGREEMENT**

### **12.1 Security Deposit:**

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. The Security Deposit in any other form like Cash/ Cheque/ Postal-Order will not be accepted. In case of depositing security deposit by Bank Guarantee, the named beneficiary shall be Central Medical Services Society. The Bank Guarantee shall be issued by a bank (Nationalized or Scheduled Bank) **in** India to make it enforceable and acceptable to the purchaser. The Bank Guarantee shall be in the format as per **Annexure- VIII** provided in the tender document.

12.2 The Security Deposit shall be valid for at least 1610 days from the date of its commencement.

Order submission-	15 days
Rate Validity-	365 days
Delivery Period-	75 days

Shelf Life-	365x 3 (Shelf Life) days
B.G. Extension-	<u>60 days</u>
	<b>1610 days</b>

- 12.3 The lowest/matched tenderer shall execute an Agreement on a non-judicial stamp paper of value of Rs.100/- (stamp duty to be paid by the Tenderer) within 15 days from the date of the intimation from CMSS informing that his tender has been accepted.
- 12.4 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- 12.5 The performance security bond will be discharged by the purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.
- 12.6 Failure to deposit the performance security will attract **clause 9.4.**

### **13. METHODOLOGY FOR PLACING ORDERS**

For placing orders the following procedures will be adopted:

- a. The matched Tenderer shall within 15 days of the acceptance of the Tender execute necessary Agreement for the supply of the tendered quantity of such items as specified in the Tender Document after depositing the required amount as Security Deposit and on execution of the agreement such Tenderer shall supply goods on receipt of Purchase Orders. The format of Purchase Order cum Letter of Acceptance is attached at **Annexure – IV.**
- b. The supplier shall complete the supply of the items required by CMSS at the destination mentioned in the schedule as indicated at Schedule of Requirements at Annexure I.
- c. The items supplied in excess of the ordered quantity shall not be accepted and the supplier shall take back the excess at their cost. CMSS will not be

responsible for the loss to the supplier and will not entertain any demand/claim.

- d. The supplier shall supply the items at the specified destination and submit a copy of the Purchase Order, Delivery Challan and other relevant documents at the same destinations.
- e. After supply of items at the specified destinations, the supplier shall submit Invoice (Original) and other relevant documents etc., at the Head Office, CMSS for claiming payment.
- f. Subject to Para's above, CMSS will process the invoices submitted by the supplier and the payments against supply will be made within 60 days from the date of submission of all relevant documents to the CMSS.

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

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

14.2 The supplies will be made in staggered quantities (if applicable) as detailed

14.3(a) The supplier shall supply the ordered quantity within minimum required period of 60 days 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 60<sup>th</sup> 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.

14.6 A 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 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 "GOI 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.

14.8 The Tenderer shall take back goods, which are not utilized by the CMSS within the shelf-life period, based on mutual agreement.

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 develop within 15 days of delivery at specified locations, suppliers at their own cost would lift the entire batch from various locations and supply fresh replaced batches. For LD purposes the date of receipt of replaced batches would count. In addition, the expenses on pest control to be undertaken by CMSS would be borne by the tenderer.

## **16. QUALITY CONTROL**

- 16.1 Quality Control is an essential part of the current procurement and it is the responsibility of the supplier to ensure quality assurance as per specifications/bid document. The products should conform to the standards as specified in Annexure-I of the Tender document.
- 16.2 The bidder/ supplier understand that the tendered item/items is/are critical health goods and the quality parameters of supplied goods are to be ensured during complete specified shelf life as indicated in technical specification/bid document/ official compendium. Bidder/Supplier also appreciate that failure in quality checks is serious default as it may derail entire programme and can also risk the life of users of supplied health goods.

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

(a) At Pre-Dispatch stage: 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-XV**) to make the payment through RTGS/Core Banking/NEFT.

- 17.3 All bills/ Invoices should be raised in duplicate and the bills should be drawn in the name of Central Medical Services Society, 2nd Floor, Vishwa Yuvak Kendra, Pandit Uma Shankar Dikshit Road, Chanakyapuri, New Delhi-110021 or in the name of any other authority as may be designated.
- 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 of supplies in respect of items requiring sterility tests and within 60 days 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 Part payments for supply will be considered only after supply of 50% of Items ordered in the individual Purchase Order PROVIDED reports of Standard Quality on samples testing are received from approved laboratories of CMSS.
- 17.6 (i) Variations in prices will be admitted on account of increase or decrease in the Statutory taxes levies, such as customs duty, GST etc., on production of relevant government notification, but during scheduled delivery period only.
- (ii) Any increase in taxes and other statutory duties/levies after the expiry of the delivery date shall be to the supplier's accounts. However, the benefit of any decrease in these taxes/duties shall be passed on to the purchaser by the supplier.
- 17.7 The supplier shall submit the following documents while claiming payments for supplies:
- (a) Delivery challan along with the supplies (POD)
  - (b) Packing list
  - (c) Certificate of analysis along with the supplies (for each batch supplied).
  - (d) Itemized Invoice/ Bill in duplicate to CMSS Head Office.

- (e) Such other documents as required by CMSS.
- (f) Bidders are requested to submit their Original Invoice along with copies of Lorry Receipt/ Delivery challans and original Consignee Receipt Certificate (CRC) or such CRC to be uploaded on GeM by the consignee (if applicable) (with originals to be submitted before next payment is processed) as per format given in the tender document Annexure duly signed & stamped with other necessary documents for smooth processing of payment

17.8 Supplier will integrate with e- aushdhi system of CMSS and Supplier Interface Module in which selected bidders shall be required to enter/upload batch no, qty, mfg & expiry date, tranche no, invoice/challan copy etc. against PO no. Bidders are requested to submit their Original Invoice along with copies of Lorry Receipt/ Deliver challans or original Consignee Receipt Certificate (CRC) as per format given in the tender document Annexure 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) are mentioned in the LOA/PO. The vendors are to make every effort to complete the delivery of each Lot/Tranche as per delivery schedule mentioned in the LoA/PO.

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

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

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



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

- c. No extension of the delivery date would be granted suo motu unless the supplier specifically asks for it. However, in a few cases, it may be necessary to grant an extension of the delivery period suo motu in the interest of the administration. In such cases, the supplier should mandatorily submit clear acceptance of the extension letter.
- d. If at any time during the currency of the contract, the supplier encounters conditions hindering delivery of goods, he shall promptly inform the concerned officer in writing. The supplier/vendor should raise request for delivery time extension well in advance i.e. at least 15 days before scheduled delivery date, should mention the likely duration within which it intends to complete the supplies and request for extension of delivery schedule accordingly. On receiving the supplier's communication, CMSS shall examine the proposal and on approval from the CA, may consider issuing delivery extension with/without LD provided: -
  - 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 any other rights which the purchaser may have against the contract in respect of such defects.

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

- 20.1 If the samples do not conform to tender specifications, the Tenderer will be liable for relevant action under the existing laws and the entire stock in such batch has to be taken back by the Tenderer within a period of 30 days of the receipt of the letter from the CMSS. Such stock shall be taken back at the expense of the Tenderer. The CMSS has the right to destroy such "NOT OF STANDARD QUALITY ITEMS" if the Tenderer does not take back the goods within the stipulated time. The CMSS will arrange to destroy the "NOT OF STANDARD QUALITY ITEMS" after the expiry of 30 days mentioned above without further notice, and shall also collect demurrage charges calculated at the rate of 0.5% per week on the value of the items rejected till such time stipulated.
- 20.2 The CMSS will be at liberty to terminate, without assigning any reasons thereof, the contract either wholly or in part or short closed on 30 days notice. The Tenderer will not be entitled for any compensation whatsoever in respect of such termination besides forfeiture of Security Deposit and purchaser reserves the right to purchase balance-unsupplied item at the risk and cost of the defaulting vendor.
- 20.3 For infringement of the stipulations of the contract, for non-performance/compliance of contractual terms or for other justifiable reasons, the contract may be terminated either wholly, or in part or short closed. by the CMSS and the Tenderer shall be liable to pay for all losses sustained by the CMSS in consequence of the termination which may be recovered personally from the Tenderer or from his properties, as per rules besides forfeiture of Security Deposit.

- 20.4 In the event of making Alternative Purchase, as specified in , Clause 14.3(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. FALLCLAUSE**

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

## **22. SAVING CLAUSE**

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

## **23. PROHIBITION OF INFLUENCING CMSS BY THE BIDDER:**

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

- (ii) Any effort by a bidder to influence the CMSS in the bid evaluation, bid comparison or contract award decisions may result in rejection of the bidder's bid.
- (iii) The bidder shall not make any attempt to establish unsolicited and unauthorized contact with the Tender Accepting Authority, Tender Inviting Authority or Tender Evaluation Committee after opening of the bids and prior to the notification of award and any attempt by any bidder to bring to bear extraneous pressures on the Tender Accepting Authority, Inviting Authority or Tender Evaluation Committee, shall be sufficient reason to disqualify the bidder.
- (iv) Notwithstanding anything contained in clause (iii) above the Tender Inviting Authority or the Tender Accepting Authority, may seek bonafide clarifications from bidders relating to the bids submitted by them during the evaluation of bids.

#### **24. RESOLUTION OF DISPUTES**

- (i) The CMSS and the supplier shall make every effort to resolve, amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
- (ii) In case of a dispute or difference arising between the CMSS and a supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be New Delhi.

#### **25. JURISDICTION**

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

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

**Procurement OF CBNAAT Cartridges used under NTEP through Single Tender Enquiry on PAC Basis from M/s. Cepheid India Pvt. Ltd**

**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	CBNAAT Cartridges	15,00,000	Nos.	Annexure-IA	100% to PAC bidder	Pre-dispatch inspection	CMSS Warehouses

**Delivery Schedule:**

a) The terms of delivery shall be DDP (Destination)

**b) Delivery Schedule:**

Entire supplies (100% quantity) to be delivered within 45 days from the date of issuance of LOA at CMSS Stores.

**(Please refer Technical specifications attached in Annexure-IA)**

Annexure 1A – Technical Specification

Annexure 1B – Consignee Location

Annexure 1C- Art Work

T-18018/14/2018-TB

3120986/2023/TB DIVISION

### Technical Specifications of Cartridge based nucleic acid amplification testing (CBNAAT) instrument

---

#### Main Specifications for Xpert MTB/RIF

- The system should consist of an instrument, dedicated computer, barcode scanner, and preloaded software for running tests on collected samples and viewing the results.
- The physical dimensions of the Instrument are as follows:
  - GeneXpert 1 module: GX-I Processing Unit: 4.00" w x 12.00" h x 11.70" d
  - GeneXpert 2 module: GX-II Processing Unit: 6.35" w x 12.00" h x 11.70" d
  - GeneXpert 4module: GX-IV Processing Unit: 11.00" w x 12.00" h x 11.70" d
  - GeneXpert 16 module: GX-XVI Processing Unit: 22.75" w x 25.80" h x 13.25" d
- To avoid operator error, cartridges should carry a bar-code which identifies the individual cartridge, the lot number, expiry date and any parameters specific to the lot to ensure appropriate processing by the system.
- The system should consist of independent working modules each module should function independently enabling complete random-access operation.
- Each module should include a six channel optical system capable of exciting and detecting multiple fluorescent dyes in the same reaction tube. The system should have the capability to detect the presence of multiple target nucleic acids in the same cartridge. Continuous optical monitoring during amplification should also allow the software to automatically stop the reaction as soon as the target is detected, shortening the time to results where appropriate.
- Reaction site thermal controls
  - Solid state heater and forced-air cooling at each site
  - Reaction chamber thermistors calibrated to  $\pm 1.0$  °C using National Institute of Standards and Technology (NIST)-traceable standards.
- Required Performance parameters
  - Heating ramp rates (max.): 10 °C/sec from 50 °C to 95 °C
  - Cooling ramp rates (max.): 2.5 °C/sec from 95 °C to 50 °C
  - Temperature duration accuracy:  $\pm 1.0$  sec from programmed time
  - Temperature accuracy:  $\pm 1.0$  °C from 60 °C to 95 °C
  - Melt curve programmable ramp rates: 0.01 °C/sec to 1.0 °C/sec
- The company should be ISO 13485 certified.
- The system should fully integrate and automate the three processes required for real-time Polymerase chain Reaction (PCR)-based molecular testing: sample preparation, amplification and detection, all in one cartridge.
- System should have capability to perform a semi-quantitative nested real-time Polymerase Chain Reaction (PCR) and nested tests in the same cartridge with no human intervention.
- To avoid false negative results, cartridges should be monitored by the instrument for pressure and other error conditions.
- To avoid sample carryover resulting in false positive results, there should be no contact between the liquid contents of cartridge and the instrument.
- System should have capability of two hour detection of Mycobacterium tuberculosis (MTB) and resistance to rifampicin using a World Health Organization recommended technology.

T-18018/14/2018-TB

TUB/TUB

3120986/2023/TB DIVISION

- System should be supplied with single-use disposable cartridges of Polypropylene construction for detection of MTB and resistance to rifampicin.
- System should be supplied with a suitable Personal Computer for operation.

#### Specifications for Xpert MTB/RIF cartridges:

- Cartridges should be self-contained and single use. Sample processing, amplification and detection should be carried out within this self-contained device
- Cartridge should be made up of Polypropylene material
- To avoid false negative results, cartridges should incorporate sample processing and PCR reaction controls.
- To avoid false negative results, cartridges should be monitored by the instrument for pressure and other error conditions.
- Kit should contain sufficient reagents to process 10 patient of quality control specimen.
- Reaction kit should contain all necessary reagents for real time PCR reaction (Primers, Probes, KCl, MgCl<sub>2</sub>, HEPES, BSA (bovine serum albumin), Polymerase, dNTPs etc)
- Should have proper positive and negative control

#### Cartridge packaging:

- **Description:** 5 x 10-pack pouched cartridges/one box of 50 Sample Reagent bottles/5 packs of 12x2ml pipettes/one CD-ROM. Each kit contains 5 pouches. Each pouch contains 10 cartridges.
  - PHYSICAL DIMENSIONS / WEIGHT: 31 cm W x 19 cm H x 27 cm D / 3.6 Kg

**Electricity requirements: Supply voltage:** 220-250, AC, 50 Hz

Voltage and plugs shall be adapted to those used inside the country.

#### Documentation: Manufacturer's certificate

The manufacturer must have a CE certification for quality management system and a type-test certificate of relevant optical and mechanical tests. **Quality and safety standards** met by the product must be listed.

#### Accessories

Dust cover made of antistatic material.



**Annexure 1B****Consignee List Wise Distribution:**

Consignee list for Procurement of CBNAAT Cartridges through CMSS				
Sr. No.	State Name	CBNAAT (Nos)	Cartridges	Schedule of Requirement (SOR)
1	Andaman & Nicobar	1,200		Entire supplies to be delivered within 45 days from the date of issuance of LOA at CMSS Stores.
2	Andhra Pradesh	73,700		
3	Arunachal Pradesh	4,200		
4	Assam	19,900		
5	Bihar	73,100		
6	Chandigarh	3,300		
7	Chhattisgarh	41,900		
8	Dadar & Nagar Haveli	1,300		
9	Daman & Diu	2,400		
10	Delhi	51,800		
11	Goa	3,200		
12	Gujarat	83,100		
13	Haryana	43,300		
14	Himachal Pradesh	34,800		
15	Jammu & Kashmir	13,400		
16	Jharkhand	30,200		
17	Karnataka	92,400		
18	Kerala	43,000		
19	Lakshadweep	300		
20	Madhya Pradesh	77,500		
21	Maharashtra	1,65,100		

22	Manipur	3,200	
23	Meghalaya	4,500	
24	Mizoram	4,500	
25	Nagaland	3,600	
26	Orissa	36,800	
27	Pondicherry	4,600	
28	Punjab	34,000	
29	Rajasthan	79,300	
30	Sikkim	2,800	
31	Tamil Nadu	1,32,500	
32	Telangana	67,800	
33	Tripura	4,000	
34	Uttar Pradesh	1,57,700	
35	Uttarakhand	7,900	
36	West Bengal	97,700	
<b>Total =&gt;</b>		<b>15,00,000</b>	

**Note: CBNAAT Cartridges to be delivered in CMSS warehouses**

**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 Manipur Mizoram	Near ONGC Complex, PO-Hapania , Agartala-799014
2	Ahmedabad	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	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	Warehousing Scheme Block No 2., Kirti Nagar, New Delhi-110015,
9	Guwahati	Assam Arunachal Pradesh Meghalaya Nagaland Sikkim	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	Maharashtra Goa Dadra and Nagar Haveli Daman and Diu Leh Ladakh	Sector-20 Near APMC Fruit Market, VashiNavi Mumbai-400613
15	Patna	Bihar	Bazar Sammittee , Matra 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, Thumbra, Palliphura(P0), Trivandrum-695586

**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/NTEP/2021-22

Name of Tender: - Procurement OF CBNAAT Cartridges used under NTEP through Single Tender Enquiry on PAC Basis from M/s. Cepheid India Pvt. Ltd

Dear Sir,

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

---

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

---

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (Including all documents like annexure(s),

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

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

4. I / We hereby unconditionally 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 final offered rate is valid for one year from the date of issue of LOA cum PO.

6. 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.

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

Yours Faithfully,

(Signature of the Tenderer, with Official Seal)

**DETAILS OF E.M.D. 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 Bid Security
I	Cartridges for CB NAAT Machine	Nos.	15,00,000			2,62,59,072	

**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

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.

---

<b>Sl. No. (Rs)</b>	<b>Financial Year</b>	<b>Turnover in Lakhs</b>
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/Go ods Name	UOM	Quantity Tendered	Quantity quoted	Manufact uring Capacity	Quantity Manufactured <b>8</b>		Average Quantity Manufa ctured
							2021-22	2022-23	
1	2	3	4	5	6	7	8A	8B	9
I		Cartridg es for CB NAAT Machine	Nos.	15,00,000					
				<b>TOTAL</b>					

Date:

Authorized Signatory:



**Annexure-VII**  
**CHECK LIST**  
**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
9.	Non-Conviction Certificate (Clause 6.2 g)	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
17.	No Deviation Certificate (Annexure-XV) (Clause 6.2 s)	Yes	No
18.	Near Relative Certificate (Annexure-XVI) (Clause 6.2 t)	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) & PAC Certificate from Manufacturer	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](mailto:gmproc1@cmss.gov.in)

**LETTER OF ACCEPTANCE**

No: CMSS/PROC/2023-24/NTEP/048

Date \_\_\_\_\_

To,

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

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

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

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

Email \_\_\_\_\_

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

**Sub: Acceptance of Tender for supply of Cartridges for CB NAAT Machine used under NTEP through Single Tender Enquiry on PAC Basis from M/s. Cepheid India Pvt. Ltd**

Ref: 1) CMSS Tender No. **CMSS/PROC/2023-24/NTEP/048** 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 Cy-TB Skin Test Kits for the detection of latent TB under NTEP has been accepted for following items:

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

- You are requested to deposit Security Deposit @ 3% of the total value by NEFT/ RTGS/ Bank Guarantee/Demand Draft/ Banker's Cheque and enter into an Agreement, as per the format given in **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/NTEP/043 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/NTEP/LTA/048**

**E- STAMP CERTIFICATE NO.:**

**LTA Validity: From \_\_\_\_\_ to \_\_\_\_\_**

**TERMS OF AGREEMENT**

THIS AGREEMENT made the..... day of ....., year between **Central Medical Services Society, 2<sup>nd</sup> 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 Cartridges for CB NAAT Machine used under NTEP through Single Tender Enquiry on PAC Basis from M/s. Cepheid India Pvt. Ltd**

in the Tender Reference No. **CMSS/PROC/2023-24/NTEP/048**, 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 Cartridges for CB NAAT Machine used under NTEP through Single Tender Enquiry on PAC Basis from M/s. Cepheid India Pvt. Ltd Solutions Pvt. Ltd**, in accordance with the terms and conditions of this Agreement.

**1. DEFINITIONS**

**Commencement Date** means \_\_\_\_\_

**Expiry Date** means \_\_\_\_\_

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

**Tender** means Tender No. Tender No: **CMSS/PROC/2023-24/NTEP/048** 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/NTEP/048**, 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.

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

**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)

2<sup>nd</sup> Floor, Vishwa Yuvak Kendra, Pt. Uma Shankar Dikshit Marg, Teen Murti Marg,  
Opposite Police Station Chankaya Puri, New Delhi-110021, India

**PURCHASE ORDER**

**PO No: CMSS/PROC/2023-24/NTEP/048**

**Dated: \_\_\_\_\_**

To,

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

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

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

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

Email \_\_\_\_\_

**Subject: Purchase Order for supply of Cartridges for CB NAAT Machine used under NTEP through Single Tender Enquiry on PAC Basis from M/s. Cepheid India Pvt. Ltd. Ltd Ref: Long Term Agreement No: CMSS/PROC/2023-24/NTEP/048 /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 in words**]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the bid conditions, because the Tenderer :

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

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 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**]<sup>1</sup> upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation(s) under the Tender, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than the \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_,<sup>2</sup> 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

(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 unequivocally 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:\_\_\_\_\_

## **Annexure-XX**

### **Instructions for Online Bid Submission**

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

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

#### **REGISTRATION**

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

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

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

## **PREPARATION OF BIDS**

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

## **SUBMISSION OF BIDS**

- 1) Tenderer should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Tenderer will be responsible for any delay due to other issues.
- 2) The tenderer has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Tenderer has to select the payment option as "offline" to pay the tender fee/ EMD as applicable and enter details of the instrument.
- 4) Tenderer should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Tenderers are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the tenderers. Tenderers are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the tenderer ). No other cells should



be changed. Once the details have been completed, the tenderer should save it and submit it online, without changing the file name. If the BoQ file is found to be modified by the tenderer ,the bid will be rejected.

6) The server time (which is displayed on the tenderers' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the tenderers, opening of bids etc. The tenderers should follow this time during bid submission.

7) All the documents being submitted by the tenderers would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to a symmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date &time of submission of the bid with another relevant details.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

**ASSISTANCE TO TENDERERS**

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk Ph.:0120-4200462, 0120-4001002. Mobile: 91 8826246593

.....  
.....

Annexure-XXI

Format of Price Bid

**AS PER GEM FORMAT**

**Annexure-XXII**

**MANUFACTURER'S AUTHORISATION FORM**

**Central Medical Services Society**

Dear Sir,

Ref: Your document No \_\_\_\_\_ dated \_\_\_\_\_

We, \_\_\_\_\_ who are proven and reputable manufacturers of \_\_\_\_\_ (name and description of the goods offered in the tender) having factories at \_\_\_\_\_, hereby authorize Messrs \_\_\_\_\_ (name and address of the agent) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also state that we are not participating directly in this tender for the following reason(s):

\_\_\_\_\_ (please provide reason here).

We further confirm that no supplier or firm or individual other than Messrs \_\_\_\_\_ (name and address of the above agent) is authorised to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also hereby extend our full warranty, CMC as applicable as per the terms of the tender document, read with modification, if any, for the goods and services offered for supply by the above firm against this TE document.

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorised agent.

We also confirm that the price quoted by our agent shall not exceed the price which we would have quoted directly".

Yours faithfully,

[Signature with date, name and designation]

for and on behalf of Messrs \_\_\_\_\_ [Name & address of the manufacturers]

[Signature with date, name and designation]

for and on behalf of Messrs \_\_\_\_\_ [Name & address of the bidder]

**Note:**

- i. This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.
- ii. Original letter shall be submitted at the time of signing the contract; scanned copy to be uploaded at the GeM/CPP portal.
- iii. Manufacturer is solely responsible for providing the continuing warranty/CMC service for the approved stipulated period.

## Proprietary Article Certificate

## Valid for the Financial Year (2024-25)

History of PAC purchases of this item for past three years may be given below			
Name of the Supplier	M/s Cepheid		
Order/Tender Reference & Date	Quantity Ordered	Basic Rate on Order (Rs.)	Adverse Performance Reported if any
CMSS/PROC/2021-22/NTEP/001/171 dt. 08.12.21 through CMSS	45.0 Lakh cartridges	351.68 Cr (approx.)	-
10281900294/Non-PDI/DF & 10281900295/Non-PDI/GF dated 01.01.2020 through CMSS	21.54 lakh cartridges	169.76 Cr (approx.)	-
PO no. 128 & 129 dated 16.04.2019 through CMSS	30.43 lakh cartridges	239.84 Cr. (approx.)	-
PO no. 66 & 67 dated 06.08.2018 through CMSS	27.67 lakh cartridges	216.17 Cr. (approx.)	-

(MR. ALOK MATHUR)  
MR. ALOK MATHUR  
Add. Deputy Director General (IG)  
Gen. Secy. to Govt. of India  
Ministry of Home Affairs  
New Delhi