

**ONLINE SINGLE TENDER FOR SUPPLY OF
HIV-1 Viral Load Testing Kits, consumables and
Comprehensive Maintenance Contract (CMC)
for 64 Viral Load Machines under NACP for
next 2 years on PAC Basis**

National Competitive Bidding
Bid No: CMSS/PROC/ 2023-24/NACO/058
On Proprietary Article Basis

CENTRAL MEDICAL SERVICES SOCIETY

Ministry of Health & Family Welfare (Government of India)
*2nd Floor, Vishwa Yuvak Kendra, Pandit Uma Shankar Dikshit Road,
Chanakyapuri, New Delhi-110021*
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**ONLINE TENDER FOR SUPPLY OF HIV-1 Viral Load Testing Kits,
consumables and Comprehensive Maintenance Contract (CMC) for 64
Viral Load Machines under NACP for next 2 years**

Manual bids shall not be accepted

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

CRITICAL DATE SHEET

Published Date and Time	01.02.2024
Bid Document Download Start Date and Time	01.02.2024
Pre bid meeting	08.02.2024 at 11 a.m.
Last Date to submit Pre-Bid queries	08.02.2024 at 05:00 p.m.
Bid Submission Start Date and Time	15.02.2024 at 11:00 a.m.
Bid Document Download End Date & time	15.02.2024 at 4:00 p.m.
Bid Submission End Date and Time	20.02.2024 at 4:00 p.m.
Last Date of Submission of Original Documents	21.02.2024 at 3:00 p.m.
Bid Opening Date and Time	21.02.2024 at 4:00 p.m.

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

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

Address for Communication : Central Medical Services Society,
Office at Vishwa Yuvak Kendra,
Pt. Uma Shankar Dikshit Road,
Teen Murti Marg, Chankayapuri,
New Delhi-110001

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**ONLINE SINGLE TENDER FOR SUPPLY OF HIV-1 Viral Load Testing Kits,
consumables and Comprehensive Maintenance Contract (CMC) for 64 Viral Load
Machines under NACP for next 2 years On PAC Basis**

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

Tender Inviting Authority: DG&CEO, Central Medical Services Society, Office at Vishwa Yuvak Kendra, Pt. Uma Shankar Dikshit Road, Teen Murti Marg, Chankayapuri, New Delhi – 110001 (hereinafter referred as **Tender Inviting Authority (TIA)** unless the context otherwise requires)

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

Tender Inviting Authority invites tender through online bid submission at CPPP website: <https://eprocure.gov.in/eprocure/app> for supply of Goods/Drugs to Central Medical Services Society for Ten years.

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

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

1. LAST DATE FOR RECEIPT OF TENDER

Online Tenders (in two separate packets {Technical bid “Packet 1” and Price Bid “Packet 2”} will be submitted online at CPPP website: <https://eprocure.gov.in/eprocure/app> as per critical date sheet. The list of items along with their Technical Specifications are attached here as **Annexure-I**.

2. BID VALIDITY:

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

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

3. PRE-BID MEETING/CLARIFICATIONS:

- i. A prospective bidder, requiring any clarification of the bid documents may notify the purchaser in writing or email at the purchaser's mailing address indicated in the Invitation of bid. The purchaser shall respond in writing (to be uploaded on CPPP and on e-procurement website) to any request for clarification of bid documents, which it receives not later than date mentioned in critical date sheet and prior to the pre-bid meeting. Queries received after the pre-bid date mentioned in the critical date sheet will not be entertained.
- ii. The Tenderers or their Official Representatives are invited to attend a pre-bid meeting which will take place as specified in critical date sheet.
- iii. Any clarification issued by CMSS in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to an amendment of the relevant clauses of the bid documents.
- iv. The clarification if any will be uploaded at CPPP and on e-procurement website and bidder is expected to see the CMSS website for clarification before submitting the bid.

4. ELIGIBILITY CRITERIA

- (a) Only M/s Abott Healthcare Pvt. Ltd. is authorized to bid in the tender as the item is proprietary in nature.
- (b) The bidder should be an Indian or Overseas Manufacturer.
 - The bidder should be the original Equipment Manufacturer (OEM) or subsidiary of the OEM in India.
 - In case the bidder is Manufacturer or subsidiary of the OEM in India – Self Declaration of Manufacturer should be given.
 - In Case the bidder is not the manufacturer- Manufacturer Authorization form as per Annexure XIX (Should be signed by both, Manufacturer and Bidder-Indian Subsidiary)
 - In case, bidder is Subsidiary of the OEM in India then the past supply criteria of the principle (OEM) could be considered.
 - Must have a service unit in India to honour guarantee/ warranty and CAMC (Comprehensive Annual Maintenance Contract)/ After warranty obligations.
- (c) Average Annual turnover for Tenderers in the last three years i.e. 2020-21, 2021-22 and 2022-23 shall not be less than the following:

Schedule	Amount (in Rs.) for 100% quantity
I	112 crores
II	

The turnover benchmark will not apply to Micro and Small Enterprises (MSE).

(d) 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.

(e) Tenderer should mandatorily quote 100% of the tender quantity for both the schedules.

5. GENERAL CONDITIONS

- (i) A complete set of tender document may be downloaded by any interested eligible bidder from website: <https://eprocure.gov.in/eprocure/app> as per the schedule given in Critical Date Sheet. No cost for the Tender document shall be charged for the Tender documents downloaded by the Tenderers.
- (ii) All tenders must be accompanied with Earnest Money Deposit as specified against each schedule in Annexure-III of the Tender document.
- (iii) Tenders will be opened online therefore, the presence of tenderers/authorized representatives of the Tenderers is not necessary.
- (iv) Bidders are advised to watch for amendments, if any, which may be issued prior date of submission of bids by tender inviting authority on the website: www.cmss.gov.in and <https://eprocure.gov.in/eprocure/app> for which CMSS will not issue any separate communication to individual bidders.
- (v) All notices or communications relating to and arising out of this tender and any consequent agreement or any of the terms thereof shall be considered duly served on or given to the Tenderer if delivered to it or left at the premises, places of business or abode or sent at official email as provided by the Tenderer.

(vi) FORGERY/FRAUD BY BIDDERS/SUPPLIER :

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

- (a) If any fraud, short supply of goods is detected on part of the bidder at any stage, the bid or work order/ Purchase order issued to the bidder is liable to be cancelled and further necessary action against the bidder including debarring/blacklisting will be taken.
- (b) In any of above two cases, the CMSS is at liberty to make alternative purchase of the tendered items from other approved suppliers or in the open market or from any other Tenderer who might have quoted higher rates, at the risk and the cost of the supplier.

(vii) **PATENT RIGHTS:**

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

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

(viii) **TERMINATION FOR DEFAULT:**

1. The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part.
 - i. If the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract, or any extension thereof granted by the purchaser.
 - ii. If the supplier fails to perform any other obligation(s) under the contract, and
 - iii. If the supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.
2. In the event the purchaser terminates the contract in whole or in part, pursuant to above the purchaser may procure; upon such terms and in such manner, as it deems appropriate, tendered goods undelivered and the supplier shall be liable to the purchaser for any excess cost for such similar goods. However, the supplier shall continue performance of the contract to the extent not terminated.

(ix) **TERMINATION FOR INSOLVENCY:**

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

(x) **SET OFF:**

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

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

(xii) **BID SUBMISSION:**

- (a) Bidders are hereby cautioned that any attempt of cartel formation will be viewed seriously and may at the discretion of purchaser, lead to cancellation of tender. Purchaser in its discretion may decide to forfeit EMD of such bidders and black list or debar these bidders for suitable period besides taking other punitive measures. Decision of purchaser in this regard shall be final and binding.
- (b) (i) Different firms or companies having any common partner(s) or Director(s) or representative not permitted to quote for more than one tender offer. In case more than one offer is received from such bidders, then all such offers except with the lowest quote shall be rejected summarily.
- (ii) In case more than one offer for any tendered item is received from the same bidder, then all such offers except with the lowest quote shall be rejected summarily.

(xiii) **NEAR RELATIVE CERTIFICATE:**

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

The near relatives for this purpose are defined as:

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

An undertaking as specified in Annexure XVIII is to be submitted.

6. TECHNICAL BID – “PACKET 1”

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

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

- (a) DD/FDR/RTGS/NEFT e-receipt or Bank Guarantee (if applicable) in respect of EMD as per Clause 9 of this Tender document or in case of MSE, a copy of their valid registration certificate in support of their being an MSE and a notarized undertaking given in Annexure VIII.
- (b) Tender Forwarding letter as per Annexure-II.
- (c) Duly notarized general power of Attorney (on non judicial stamp paper of worth Rs. 50/-) in favour of authorized signatory in case of partnership firm (to be signed by all partners) / proprietorship firm or board resolution in case of a company to sign the bid and bind the bidder. The signature of authorized signatory should be duly attested. In case of proprietorship on its letter head of firm declares himself as proprietor with specimen signature.
- (d) The bidder should be an Indian or Overseas Manufacturer.
 - The bidder should be the original Equipment Manufacturer (OEM) or subsidiary of the OEM in India..
 - In case the bidder is Manufacturer or subsidiary of the OEM in India – Self Declaration of Manufacturer should be given.
 - In Case the bidder is not the manufacturer- Manufacturer Authorization form as per Annexure XIX (Should be signed by both, Manufacturer and Indian Subsidiary)
- (e) Must have a service unit in India to honour guarantee/ warranty and CAMC/ after warranty obligations, Certificate should be furnished in the format given in Annexure-

XX.

- (f) Non-Conviction Certificate issued by Chartered Accountant / Statuary Auditor certifying that the firm/company has not been convicted and the products quoted have not been cancelled during last two years i.e. 2021-22 and 2022- 23.
- (g) Annual turnover statement for 3 years i.e. 2020-21, 2021-22 and 2022-23 should be furnished in the format given in Annexure-V duly certified by the Chartered Accountant.
- (h) Copies of the audited Annual reports including Balance Sheet and Profit and Loss Account along with all the annexure for the last three years i.e. 2020-21, 2021-22 and 2022-23 duly certified by a practicing Chartered Accountant.
- (i) Certificate of Incorporation along with MoA (Memorandum of Association) and Article of Association in case of Companies or Copy of partnership deed in case of partnership firm or Declaration in case of being a proprietary firm.
- (j) Last two FY ITR acknowledgement with a copy of PAN and GST Registration Certificate indicating GST Number.
- (k) 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.
- (l) Each page of submitted bid (along with tender document) be properly page numbered and shall be signed by the authorized signatory of the Tenderer with office seal.
- (m) All the documents enclosed with the tender document should also be signed by the authorized signatory of the Tenderer.
- (n) No Deviation Certificate as per Annexure- XVII.
- (o) Near Relative Certificate as per Annexure –XVIII.
- (p) Manufacturer Authorization Form as per Annexure- XIX
- (q) Service Centre Details as per Annexure-XX
- (r) 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”*

- (s) 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.
- (t) Tenderer should submit an Undertaking on Letter head to Compliance to Ministry of Finance, DOE order No- 7/10/2021-PPD dated 23.02.2023 as per Annexure-XXV.
- (u) Performa for performance Statement as per Annexure-IV.
- (v) Mandate form for RTGS as per Annexure-XII
- (w) Para wise compliance of technical specification.
- (x) Proprietary Article Certificate by the manufacturer.

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

(a) **All original document in lieu of EMD / Notarised undertaking by MSE companies Annexure VIII** for Exemption of EMD in physical form is to be deposited with the Tender Inviting Authority upto bid submission end date and time as per prescribed in the critical date sheet. If the last date of deposit of original Bank Guarantee/Notarised undertaking by MSE companies Annexure VIII for Exemption of EMD happens to be a central government holiday for offices located in New Delhi, next working day shall be treated as the last date of deposit. The original Bank Guarantee/Notarised undertaking by MSE companies Annexure VIII for Exemption of EMD may be either deposited in person or by courier. If sent by courier, the tenderer has to send it in advance so as to make sure that the original Bank Guarantee/Notarised undertaking by MSE companies Annexure VIII for Exemption of EMD is delivered to the Tender Inviting Authority by the date specified in critical date sheet. Failure to deposit the **All original document in lieu of EMD /Notarised undertaking by MSE companies Annexure VIII** for Exemption of EMD by the specified last date shall result in rejection of bid summarily.

(b) Conditional Bids shall be summarily rejected.

7. PRICE BID-“Packet 2”

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

- i) Bid should be uploaded online in the form of BOQ.XXXX.xls.
- ii) Format of the Schedules of price bid is available in Annexure-XIII.
- iii) The supplier shall quote as per price schedule given in Annexure-XIII for all the items quoted by him as per schedule of requirement.
- iv) The price quoted shall be the landed price per unit at the specified locations on DDP basis and shall include all taxes and duties including transportation and other incidental expenditure for delivery at CMSS warehouses.
- v) The rate quoted in Price Schedule Annexure-XIII should be for a unit as given in specifications as detailed in the tender document. The bidder is not permitted to change / alter specification or unit size in the box.

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

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

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

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

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

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

8.3 Presence of authorized official of the Tenderer is not necessary at the time of opening of Technical Bid - “Packet 1” as opening is online.

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

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

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

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

- 8.8 Technical Evaluation Summary will be uploaded on CPPP Portal. The bidders are intimated that representations, if any, may be sent before price bid opening as per schedule indicated in uploaded summary. Any representations received after the indicated date and time would not be entertained **under any circumstances**. No new document would be allowed to be submitted at this stage.
- 8.9 “Packet 2” will be opened only for tenderers, who are found **techno-commercially** eligible on satisfying the criteria for technical evaluation and plant inspection (**wherever necessary**) based on the documents submitted in “Packet 1”. Presence of authorized official of Tenderers is not necessary in opening of “Packet 2” as opening is online.
- 8.10 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected by the purchaser. If there is a discrepancy between words and figures, the amount in words shall prevail.

9. EARNEST MONEY DEPOSIT

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

Beneficiary Name: Central Medical Services Society

A/C No. : 32719062216

Bank Name: SBI Bank

Branch: Nirman Bhawan, Maulana Azad Road, New Delhi

IFSC Code: SBIN0000583

- 9.1 (b) Bank Guarantee (as per Annexure XIV) can also be accepted as a mode of payment and the named beneficiary shall be Central Medical Services Society. The Bank guarantee shall be issued by a bank (Nationalized or Scheduled Bank) in India to make it enforceable and acceptable to the purchaser. The Bank Guarantee shall be in the format as per **Annex-XIV** provided in the tender document.

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

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

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

- i. The MSE Units will be required to furnish a notarized undertaking (as per **Annexure-VIII**) to the effect that in the event of non-fulfillment or non-observance of any of the conditions stipulated in the tender, the MSE Unit shall pay a penalty, equivalent to the Earnest Money Deposit to offset the loss incurred by the Tender Inviting Authority consequent on such breach of any bid condition.
- ii. Vide Gazette no. CG-DL-E-26062020-220191 dt. 26.06.2020, Ministry of MSME have revised criteria for classifying the enterprises as Micro, small and Medium enterprises with effect from 1st July 2020 therefore following firms will be exempted from submission of EMD.
- iii. Micro and Small Enterprises as per classification given in MSME Notification dtd. 26.06.2020 registered under “Udyam Registration” w.e.f 01.07.2020 will be granted exemption from payment of Earnest Money Deposit. Udyam Registration Certificate has to be produced in support of above.

Note: Traders will not get benefit of MSE Firms

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

9.4 FORFEITURE OF EMD (if applicable)

- (a) The Earnest Money Deposit (EMD) will be forfeited/vendor would be required to deposit the equivalent EMD amount as per Notarised Undertaking by MSE bidder, if the Tenderer withdraws or

amends, impairs or derogates from the tender in any respect within the period of validity of his Tender.

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

10. OTHER CONDITIONS:

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

- (i) Central Medical Services Society (CMSS) will have the right to increase or decrease up to 25% of the quantity of goods and/or services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.
- (ii) In exceptional situation where the requirement is of an emergent nature and/ or it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 50% of the quantity of the goods and/or services contained in the running tender/contract up to a period of twelve months from the earliest date of Long Term agreement (LTA) at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.
- (iii) The delivery of the additional quantity (as per ii above) shall be scheduled after the completion of the delivery of the original tendered quantity or on mutual consent between the supplier and CMSS.

- 10.2 (i) The rates quoted and accepted will be binding on the Tenderer for the full contract period of **TWO years** and any increase in the price will not be entertained till the completion of this contract period.
- (ii) Any upward/downward revision (only during scheduled delivery period) in statutory taxes, levies will be allowed and benefit will pass on to supplier/purchaser.

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

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

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

11. ACCEPTANCE OF TENDER

- 11.1 Technically responsive tenders will be evaluated based only on the "landed price" (all-inclusive price), i.e. Rate per Unit inclusive of all taxes, duties, transportation & other charges.
- 11.2 The evaluation for ranking shall be carried out on the basis of "all inclusive" prices of the goods offered for each schedule separately.
- 11.3 The purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action.

- 11.4 (i) CMSS or its authorized representative(s) has the right to inspect the factories of Tenderers, before accepting the rate quoted by them or before releasing any purchase order(s) or at any point of time during the continuance of tender and also has the right to reject the tender or terminate/ cancel the purchase orders issued and/or not to place further order, based on adverse reports brought out during such inspections. In such situation CMSS reserves the right to take other actions against the tenderer including forfeit of security deposit, debarring/blacklisting for appropriate period.
- (ii) The Tenderer shall allow inspection of the factory at any time by a team of Experts/ Officials nominated by the Tender Inviting Authority for the purpose. The Tenderer shall extend necessary cooperation to such team in inspection of the manufacturing process, quality control measures adopted etc., in the manufacture of the items quoted. If Company/ Firm does not allow for any such inspection, their tenders will be rejected during the currency of the contract.
- 11.5 The acceptance of the tenders will be communicated to the lowest / matched tenderers in writing (through email), as per format of the Acceptance Letter given in **Annexure-IX**.

12. SECURITY DEPOSIT AND AGREEMENT

12.1 Security Deposit:

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

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

Beneficiary Name: Central Medical Services Society

A/C No. 32719062216

Bank Name: SBI Bank

Branch: Nirman Bhawan, Maulana Azad Road, New Delhi

IFSC Code: SBIN0000583

- 12.2 The Performance Bank Guarantee shall be valid for a period up to sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations. Security Deposit validity for Sch. I 1260 days (for 2 years) & Security Deposit Validity for Sch. II 1625 days (For Two years).

- 12.3 The lowest/ matched tenderer shall execute an Agreement on a non-judicial stamp paper of value of Rs.100/- (stamp duty to be paid by the Tenderer) within 15 days from the date of the intimation from CMSS informing that his tender has been accepted. The Specimen form of Agreement is available in **Annexure-X**.
- 12.4 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- 12.5 The performance security bond will be discharged by the purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.
- 12.6 Failure to deposit the performance security will attract clause 9.4.
- 12.7 Security Deposit for CAMC: The bank guarantee valid till [(fill the date)] 2 months after expiry of entire CAMC period per year wise] for an amount of Rs. [(fill amount)] equivalent to 5 % of the cost of the equipment as per contract]

13. METHODOLOGY FOR PLACING ORDERS

For placing orders the following procedures will be adopted:

- 13.1 After the Price Bid opening, the lowest offer will be declared as the L1 tenderer. CMSS reserves right to negotiate prices with L1 bidder in justified cases.
- 13.2 The Tenderer, who has been declared as Lowest Tenderer for certain item(s), shall within the tender issue of LOA (letter of acceptance) execute necessary Agreement for the supply of the allocated quantity of such items as specified in the Tender Document after depositing the required amount as Security Deposit and on execution of the agreement such Tenderer shall supply goods on receipt of Purchase Orders. The format of LOA, agreement, Purchase Order is attached at Annexure –IX, X, XI respectively. Generally speaking the draft art work should be given in technical specifications however, in those cases where draft artwork not given in tender specifications, the vendor must need to coordinate with respective

programme division of ministry to freeze (get approval) for the art work. No extension would be given on this pretext.

- 13.3 If two or more than two Tenderers are declared as lowest suppliers for the same item(s)(i.e. emerge L1),such Tenderers shall execute necessary agreement as specified in the Tender Document on depositing the required amount as Security Deposit and on execution of the agreement such Tenderer will be eligible for placement of Purchase Orders for equal proportion of tendered quantities (50:50 or 33.33:33.33:33.33) for such item(s) for which they are declared as lowest (L1).
- 13.4 CMSS will counter offer the lowest rate (L1 rate) to other Tenderers in the order of their ranking i.e. L2, L3 and so on will be asked to match the L1 price- Not Applicable.
- 13.5 CMSS will counter offer the lowest rate (L1 rate) to other Tenderers in the order of their ranking i.e. L2, L3 and so on will be asked to match the L1 price - Not Applicable.
- i. In order to maintain uninterrupted supplies, the CMSS will place orders with minimum of two suppliers for tendered product with 70% of the orders given to L1 and the balance 30% to the next Matched Lowest Tenderer.
 - ii. In case there is no L2 /matched bidder, balance quantity up to extent of quoted quantity or at most for balance 50% quantity can be offered to L1 bidder. Quantity beyond quoted quantity will be ordered on mutual consent.
 - iii. In case, L2 bidder/matched bidder refuses to accept the offered quantity, balance quantity up to extent of quoted quantity or at most for balance 50% quantity can be offered to L1 bidder. Quantity beyond quoted quantity (and including quantity in consideration in Clause No. 10.1 (i)) will be ordered on mutual consent.
 - iv. In case L1 bidder has quoted for 50% quantity, the balance quantity will be offered to L2 and L3 bidders for 30% and 20% quantity respectively.
 - v. In case there is no L3/matched bidder at 3rd position (i) above may be followed or

balance 50% quantity may be offered to L2/matched bidder in case L1 does not agree to supply 70% of tendered quantity.

- vi. In case of requirement of large quantities, CMSS may place orders with 3 suppliers in the ratio of 50:30:20, which will be indicated in the tender document at Annexure-I.

13.6 If the lowest supplier has failed to supply the required items within the stipulated time or within the extended time, as the case may be, CMSS may cancel such purchase orders and on cancellation, CMSS *may* place Purchase Orders with the Matched Lowest Tenderer or to the other tenderers at the risk and cost of the defaulted supplier.

13.7 The supplier shall complete the supply of the items required by CMSS at the consignee destination mentioned in the schedule, within minimum required period —as stipulated in order from the date of the orders.

13.8 The supplier shall supply the items at the specified destination and submit a copy of the Purchase Order, Delivery Challan and other relevant documents at the same destinations.

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

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

14. SUPPLY / DELIVERY CONDITIONS

- 14.1 The supplier should acknowledge the receipt of the Purchase Order within 3 days of its receipt.
- 14.2 The supplies will be made in staggered quantities as detailed in Annexure –I.

14.3 (a) The supplier shall supply, the ordered quantity within minimum required period of 75 days from the date of LOA at the destinations mentioned in the purchase order. If the above day happened to be a holiday for CMSS, the supply should be completed by 5.00 PM on the next working day. In case of non-execution of the order either partially or fully, CMSS reserves the right to cancel the purchase order or place fresh purchase orders on alternative source at the risk and cost of the default supplier. In such cases the CMSS, has every right to recover the cost and impose penalty including blacklisting of the supplier and the product.

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

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

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

(e) Transportation of Goods

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

(f) Insurance

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

(g) Spares and Consumables

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

(h) Incidental services- Deleted

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

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

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

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

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

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

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

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

15. PACKING

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

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

- a. contract number and date
- b. brief description of goods including quantity
- c. packing list reference number
- d. country of origin of goods
- e. consignee's name and full address and
- f. supplier's name and address

16. QUALITY CONTROL

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

- The TIA (Tender Inviting Authority) and/or its nominated representative(s) may, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The TIA shall inform the supplier in advance, in writing, the TIA's programme for such inspection and, also the identity of the officials to be deputed for this purpose.
- The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings,ign details and production data, shall be furnished by the supplier to the TIA's inspector at no charge to the TIA.
- If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the TIA's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the TIA and resubmit the same to the TIA's inspector for conducting the inspections and tests again.
- In case the contract stipulates pre-despatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the TIA's inspector well ahead of the contractual delivery period, so that the TIA's inspector is able to complete the inspection within the contractual delivery period.
- If the supplier tenders the goods to the TIA's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The

fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the TIA under the terms & conditions of the contract.

- The TIA's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by TIA's inspector during pre-despatch inspection mentioned above.
- Goods accepted by the TIA/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute TIA's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract

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

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

(a) At Pre-Dispatch stage- Pre dispatch inspection to confirm quality is done by experts to be nominated by NACO. These are generally from reputed ICMR institutes like NARI Pune or AIIMS etc.

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

(c) Post Delivery Surveillance:. Quality Monitoring Activities may also be organized by CMSS post delivery.

16.4 In case of failure of goods during or at any stage (indicated at 16.3), the testing / Inspection charges would be claimed for the defaulting vendor.

16.5 The supplies will be deemed to be completed only upon receipt of the Inspection report "Not of Standard Quality/ Required Specification" such goods will be deemed to be rejected goods.

16.6 At any of Inspection/testing stage, samples which do not meet quality requirement/specifications shall render the relevant batches goods liable to be rejected. If the sample is declared to be “Not of Standard Quality / Required Specification”, such goods will be deemed to be rejected goods. Besides action may also be initiated for debarring/blacklisting against supplier for suitable period.

16.7 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, 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) Action to debar/blacklist the supplier for suitable period, as decided by CMSS may also be initiated, in addition to forfeiture of PSD.
- (ii) In addition, the FDA/ Drugs Control Authority of concerned State/ Competent Authority will be informed for initiating necessary action on the Tenderer in their state. Security deposit will also be forfeited without any intimation.
- (iii) The decision of the CMSS or any officer authorized by CMSS, as to the quality of the supplied equipments, drugs, medicines, vaccines etc., shall be final and binding.

17. PAYMENT PROVISIONS

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

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

a) Payment for Kits/ Reagents:

100% payment would be made lot wise (Schedule Wise) against ‘Consignee Receipt Certificate’ to be issued by the consignees subject to recoveries. All the consignees receiving supplies should issue Consignee Receipt Certificate (CRC) as per Annexure XXII to the supplier for payment.

b) Payment for Comprehensive Annual Maintenance Contract Charges:

The TIA will enter into CAMC with the supplier at the rates as stipulated in the contract & Tender terms and conditions. The payment of CAMC will be made on six monthly basis after satisfactory completion of said period, duly certified by the consignee.

- The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignees.
- While claiming payment, the supplier is also to certify in the bill that the payment being

claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.

- While claiming reimbursement of duties, taxes etc. from the TIA, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the TIA forthwith.

Following documents required: -

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

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

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

- 17.4 (i) Variations in prices will be admitted on account of increase or decrease in the Statutory taxes levies, such as customs duty, GST etc., on production of relevant government notification, but during scheduled delivery period only.
- (ii) Any increase in taxes and other statutory duties/levies after the expiry of the delivery date shall be to the supplier's accounts. However, the benefit of any decrease in these taxes/duties shall be passed on to the purchaser by the supplier.

18 LIQUIDATED DAMAGES AND OTHER PENALTIES:

18.1 DELAYS IN SUPPLIER'S PERFORMANCE:

- (a) Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule specified by the purchaser in its purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the purchase order, purchaser reserves the right either to short-close/cancel this purchase order and/or recover liquidated damage charges. The cancellation/short-closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance-unsupplied quantity at the risk and cost of the defaulting vendor.
- (b) Repeated/habitual delays by the supplier in the performance of its delivery obligations shall render the supplier liable to any or all of the following sanctions; imposition of liquidated damages, forfeiture of its performance security, and/or termination of the contract for default and purchaser reserves the right to purchase balance-unsupplied quantity at the risk and cost of the defaulting vendor.
- (c) If the suppliers are not completed in the extended delivery period, the purchase order may be short closed without any compensation to supplier and the performance security shall be forfeited.
- (d) Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.
- (e) Purchaser reserves the right to debar/blacklist the supplier for a suitable period who habitually failed to supply the goods/services in time. The decision of purchaser will be final and binding.
- (f) Downtime Penalty- The maximum time allowed to attend any maintenance/ repair call by the supplier shall be within 48 hours. The supplier if does not attend and resolve the maintenance/ repair call within said period, CMSS will have the right to levy penalty of same quantum as at clause no 18.2.

18.2 If the supply reaches the designated consignee places or CMSS Warehouse after scheduled delivery date mentioned in LOA/P.O, liquidated damages will be levied @ 2.5% per week to be applied proportionately on per day basis up to a maximum of 10%

of P.O. Cost, irrespective of the fact that whether the CMSS has suffered any damage/ loss or not, on account of delay in effecting supply. If the last scheduled delivery day happens to be a holiday the supply will be accepted on the next working day without any penalty.

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

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

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

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

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

- a. The supplier will not dispatch/supply stocks/goods after the last date of scheduled delivery of the Lot/Tranche without PO amendment issued by procurement wing.
- b. CMSS Warehouses/Direct consignees would not accept any stock/goods of any Lot/tranche beyond scheduled delivery period in absence of delivery extension PO amendment. E-Aushadhi software functionality has been made that CMSS WHs would not be able to receive the goods (GRN creation barred). These consignees will accept the stocks beyond scheduled delivery date only if Procurement wing has issued PO Amendment for delivery extension.
- c. No extension of the delivery date would be granted suo motu unless the supplier specifically asks for it. However, in a few cases, it may be necessary to grant an extension of the delivery period suo motu in the interest of the administration. In

such cases, the supplier should mandatorily submit clear acceptance of the extension letter.

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

ii. That there are sufficient grounds for acceptance of such requests.

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

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

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

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

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

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

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

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

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

19. **Comprehensive Annual Maintenance Contract (CAMC) for 2 years**

- **CAMC period- 2 years from the date of issuance of Letter of acceptance**

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

19.1 The CAMC shall remain valid for the period as mentioned in the list of requirement/ General Technical specification, after the goods or any portion thereof as the case may be, have been delivered, installed and commissioned at the final destination.

- a. No conditional CAMC will be acceptable.
- b. Comprehensive Maintenance contract will be inclusive of all accessories and Turnkey work and it will also cover the following wherever applicable:-
 - Any kind of motor.

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

be imposed as per clause no 18 for defective units/goods, the TIA may proceed to take such remedial action(s) as deemed fit by the TIA, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the TIA may have against the supplier.

- During CAMC period, the supplier is required to visit at each consignee's site at least once in 3 months commencing from the date of the CAMC contract for preventive maintenance of the goods.
- During CAMC period, the supplier is required to visit at each consignee's site at least once in 12 months commencing from the date of the installation for Calibration of the goods
- The manufacturer/supplier along with its Indian Subsidiary and the CAMC provider shall ensure continued supply of the spare parts for the machines and equipment under the contract for next 2 years from the Contract period.
- The Supplier along with its Indian Subsidiary and the CAMC Provider shall always accord most favoured client status to the TIA vis-à-vis its other Clients/TIAs of its equipment/machines/goods etc. and shall always give the most competitive price for its machines/equipment supplied to the TIA/Consignee.

(A) Assignment

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

(B) Sub Contracts

- B.1** The Supplier shall notify the TIA in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.
- B.2** Sub contract shall be only for bought out items and sub-assemblies.
- B.3** Sub contracts shall not be made with a party who has been convicted / or a criminal case filed against it or pending in any court of India by any department of the government under Prevention of Corruption Act or for cheating / defrauding government / embezzlement of government fund or for any criminal conspiracy in the said matters.
- 19.2** If any defect is not remedied within a reasonable time the purchaser may proceed to procure such defective quantities at the Supplier's risk and cost from other tenderer or open market, but without prejudice to any other rights which the purchaser may have against the contract in respect of such defects.

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

- 20.1 If the goods do not conform to tender specifications, the Tenderer will be liable for relevant action under the existing laws and the entire stock has to be taken back by the Tenderer within a period of 30 days of the receipt of the letter from the CMSS. Such stock shall be taken back at the expense of the Tenderer. The CMSS has the right to destroy such “NOT OF STANDARD QUALITY GOODS” if the Tenderer does not take back the goods within the stipulated time. The CMSS will arrange to destroy the “NOT OF STANDARD QUALITY GOODS” after the expiry of 30 days mentioned above without further notice, and shall also collect demurrage charges calculated at the rate of 0.5% per week on the value of the drugs/goods rejected till such time stipulated.
- 20.2 The CMSS will be at liberty to terminate, without assigning any reasons thereof, the contract either wholly or in part or short closed on 30 days notice. The Tenderer will not be entitled for any compensation whatsoever in respect of such termination besides forfeiture of Security Deposit and purchaser reserves the right to purchase balance-unsupplied item at the risk and cost of the defaulting vendor.
- 20.3 For infringement of the stipulations of the contract, for non performance/compliance of contractual terms or for other justifiable reasons, the contract may be terminated either wholly, or in part or shortclosed. by the CMSS and the Tenderer shall be liable to pay for all losses sustained by the CMSS in consequence of the termination which may be recovered personally from the Tenderer or from his properties, as per rules besides forfeiture of Security Deposit.
- 20.4 In the event of making Alternative Purchase, as specified in in Clause 13(f), Clause 14.2(a), Clause 16.7 and other clauses herein, penalty will be imposed on the supplier. The excess expenditure over and above contracted prices incurred by the CMSS, in making such purchases from any other sources or in the open market or from any other Tenderer who has quoted higher rates and other losses sustained in the process, shall be recovered from the Security Deposit or from any other money due and become due to the supplier and in the event of such amount being insufficient, the balance will be recovered personally from the supplier as per rules.
- 20.5 In all the above conditions, the decision of the CMSS shall be final and binding.

21. FALL CLAUSE Applicable for Sch. I & II

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

22. SAVING CLAUSE

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

23. PROHIBITION OF INFLUENCING CMSS BY THE BIDDER:

- (i) No bidder shall contact or influence the CMSS or its employees on any matter relating to its bid from the time of bid opening to the time the contract is awarded.
- (ii) Any effort by a bidder to influence the CMSS in the bid evaluation, bid comparison or contract award decisions may result in rejection of the bidder's bid.
- (iii) The bidder shall not make any attempt to establish unsolicited and unauthorized contact with the Tender Accepting Authority, Tender Inviting Authority or Tender Evaluation Committee after opening of the bids and prior to the notification of award and any attempt by any bidder to bring bear extraneous pressures on the Tender Accepting Authority, Inviting Authority or Tender Evaluation Committee, shall be sufficient reason to disqualify the bidder.
- (iv) Notwithstanding anything contained in clause (iii) above the Tender Inviting Authority or the Tender Accepting Authority, may seek bonafide clarifications from bidders

relating to the bids submitted by them during the evaluation of bids.

24. RESOLUTION OF DISPUTES

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

25. JURISDICTION

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

Annexure - I

CENTRAL MEDICAL SERVICES

SOCIETY NEW DELHI- 110001

**TENDER FOR THE SUPPLY OF
HIV-1 Viral Load Testing Kits, consumables and Comprehensive Maintenance Contract
(CMC) for 64 Viral Load Machines under NACP for next 2 years**

Sch. No.	Item Name	Total Tentative Quantity	Unit	Detailed Technical Specifications of the Goods	Delivery Schedule
I	Abott Real Time HIV-1 Quantitative Kit*	26,01,792	Kits	Annex IA	Year 2024-25 Lot 1: Within 75 days from the date of issuance of Purchase Order. Lot 2: Within 135-165 days from the date of issuance of Purchase Order. Lot 3: Within 225-255 days from the date of issuance of Purchase Order. Lot 4: Within 315-345 days from the date of issuance of Purchase Order. Year 2025-26 Lot 1: Within 75 days from the date of issuance of Purchase Order. Lot 2: Within 135-165 days from the date of issuance of Purchase Order. Lot 3: Within 225-255 days from the date of issuance of Purchase Order. Lot 4: Within 315-345 days from the date of issuance of Purchase Order.
2	CAMC for 64 Viral Load Machines	64	No.s	Annex IA	From the date of issuance of Work Order to two years

***Year wise Purchase order to be issued after submission of respective Security Deposit.**

Delivery Terms:

- (a) The delivery shall be on DDP (Destination basis).
- (b) The delivery period as mentioned above.

Pre Dispatch/ Post Dispatch Testing:- Pre Dispatch for Sch. I

Annexure 1A – Technical Specification

Annexure 1B –Consignee Location & Delivery schedule

DESCRIPTION AND SPECIFICATION

Schedule –I

Kits/Reagents

Requirement of kits is given for 2 years i.e. 12,51,456 test in 1st year and 13,50,336 test in 2nd year (Purchase order for kits will be given year wise).

Shelf Life- The residual Shelf Life of Viral Load tests/ Kits should be 9 months at the time of receiving of reagents/kits by the consignee.

Technical Specification of Real Time HIV 1 Quantitative assay – Plasma

1. Quantitative detection of HIV 1 Nucleic Acids from Human Plasma
2. To be used as an aid in assessing viral response to antiretroviral treatment as measured by changes in plasma HIV 1 RNA levels; not intended to be used as a donor screening test for HIV-1 or as a diagnostic test to confirm the presence of HIV 1 infection
3. Stringent probe design to detect diverse HIV-1 groups and subtypes
4. Must have a microparticle based technology for RNA extraction
5. Assay must incorporate an internal Control to check assay validity and inhibition
6. Automated sample extraction and amplification to process a 24 to of 96 samples and compatible (including software) with m2000 systems installed at NACO labs
7. Requirements to prevent NUCLEIC ACID CONTAMINATION
 - a. Reverse transcription, PCR amplification, and Oligonucleotide hybridization should occur in a sealed Optical Reaction Plate
 - b. Detection is carried out automatically
 - c. Disposable aerosol barrier pipette tips for aspiration and dispensing of reagents and samples
8. Sample volume
 - a. Plasma: 4 sample volume options (0.2 mL, 0.5 mL, 0.6 mL and 1.0 mL)
9. Reporting : The HIV-1 Quantitative assay must give clear result of "HIV-1 Detected" with a quantifiable value in Copies/mL or Log (Copies/mL) or "HIV-1 Not Detected."
10. Performance:
 - a. LOD: 150 Copies/mL for 0.2 mL sample volume, 75 Copies/mL for 0.5 mL sample volume, 40 Copies/mL for 0.6 mL and 1.0 mL sample volume respectively
 - b. Sensitivity: More than 95 %
 - c. Specificity: To be 100%
11. Assay must be CE-IVD and WHO Pre-Qualified, and licensed by CDSCO for use in India
12. The kit must contain all reagents and plastic parts (consumables) for complete extraction, amplification, and reporting .

Annexure 1B

The details of Consignee Location are given below:-

Consignee list and delivery schedule for Kits/ Reagents:

HIV-1 Viral Load indent -March 2024- March 2025									
S.No.	State Name	Name of the Viral Load lab	Testing requirements for March 2024- March 25	Total Kits required UoM (1 kit= 96 tests)	Sch I (0-75 days) From issue of Purchase order	Sch II (135-165 days) From issue of Purchase order	Sch III (225-255 days) From issue of Purchase order	Sch IV(315-345 days) From issue of Purchase order	Total Kits to be procured (Round figure)
1	Andhra Pradesh	AMC-Visakhapatnam, VL Lab	12708	132	40	32	32	32	136
2	Andhra Pradesh	GMC-Guntur, VL Lab	21628	225	56	56	56	48	217
3	Andhra Pradesh	GGH-ELURU, VL Lab	24211	252	60	64	64	64	252
4	Andhra Pradesh	SVMC-Tirupati, VL Lab	16420	171	40	48	40	44	172
5	Andhra Pradesh	RIMS-Ongole, VL Lab	26405	275	72	64	72	64	272
6	Andhra Pradesh	SMC-Vijayawada, VL Lab	25885	270	64	64	64	64	256
7	Andhra Pradesh	GMC-Nellore, VL Lab	19452	203	48	56	56	48	208
8	Andhra Pradesh	GGH-Ananthapuramu, VL Lab	19364	202	50	50	50	50	202
9	Andhra Pradesh	GGH,Kadapa VL Lab	19688	205	48	48	48	48	192
10	Andhra Pradesh	GGH-Srikakulam, VL Lab	17347	181	48	48	48	48	192
11	Bihar	PMCH, Patna VL Lab	3424	36	24	24	24	24	96
12	Chandigarh	PGIMER, Chandigarh, VL Lab	23464	244	56	48	56	48	208
13	Chhattisgarh	PT. JNM Medical College, Raipur	15321	160	40	32	40	40	152
14	Delhi	AIIMS, Delhi, VL Lab	18155	189	48	48	48	48	192
15	Delhi	IHBAS, Delhi, VL Lab	25196	262	64	64	64	64	256
16	Gujarat	Jamnagar, VL Lab	10508	109	32	32	32	32	128
17	Gujarat	GMERS MC & HOSPITAL, SOLA, VL Lab	27014	281	64	64	64	64	256
18	Gujarat	GANDHINAGAR, VL Lab	25315	264	64	64	64	64	256
19	Gujarat	GMC-Surat, VL Lab	22035	230	56	56	56	56	224
20	Haryana	PGIMS ROHTAK, VL Lab	11059	115	32	32	32	32	128
21	Himachal Pradesh	IGMC Shimla, VL Lab	3054	32	16	16	16	16	64
22	Jharkhand	RIMS-Ranchi, VL Lab	4624	48	24	24	24	24	96
23	Karnataka	BLDE,Bijapur, VL Lab	10037	105	24	24	24	24	96
24	Karnataka	VIMS-Bellary, VL Lab	24113	251	64	64	64	64	256
25	Karnataka	SIMS-SHIMOGA, VL Lab	19988	208	48	48	32	48	176
26	Karnataka	NIMHANS-Bengaluru, VL Lab	22901	239	64	64	64	64	256
27	Karnataka	BMCRI-Bengaluru, VL Lab	20138	210	64	64	64	64	256
28	Karnataka	JSS-MYSORE, VL Lab	23761	248	56	64	64	64	248
29	Karnataka	JN MC Belagavi, VL Lab	28189	294	72	72	72	72	288
30	KERALA	GMC-THRISSUR, VL Lab	21680	226	56	56	56	56	226
31	Madhya Pradesh	MGMCC, Indore, VL Lab	16815	175	40	32	40	40	152
32	Maharashtra	BIGMC, Pune, VL Lab	19104	199	48	48	48	48	192
33	Maharashtra	GMC, DHULE, VL Lab	16279	170	40	48	40	48	176
34	Maharashtra	GMC-Nagpur, VL Lab	34896	364	88	88	80	88	344
35	Maharashtra	SRTRGMC Ambajogai-Beed, VL Lab	19896	207	48	56	48	48	200
36	Maharashtra	RCSMGMC, Kolhapur, VL Lab	17849	186	48	48	48	48	192
37	Maharashtra	Dr.VMGMCC, Solapur, VL Lab	16068	167	40	48	40	48	176
38	Maharashtra	NARI Pune, VL Lab	14122	147	40	40	40	40	160
39	Maharashtra	GMC-Miraj, VL Lab	22136	231	56	56	48	56	216
40	Maharashtra	GMC-Latur, VL Lab	11034	115	32	32	32	32	128
41	Maharashtra	GMC-Aurangabad, VL Lab	17439	182	48	48	48	48	192
42	Manipur	RIMS-IMPHAL, VL Lab	19125	199	48	48	48	48	192
43	Mumbai	GGMC & SRL SIR JJ HOSPITAL, VL Lab	21900	228	48	48	48	48	192
44	Mumbai	KEM Hospital, VL Lab	20490	213	48	48	48	48	192
45	Mumbai	KASTURBA HOSPITAL, VL Lab	29801	310	64	56	56	56	232
46	Punjab	ASR, Punjab, VL Lab	10147	106	32	32	32	32	128
47	Rajasthan	R.N.T.MC,Udaipur, VL Lab	16236	169	40	48	48	40	176
48	Rajasthan	SNMC Jodhpur, VL Lab	14905	155	40	40	40	40	160
49	Rajasthan	SMS MC, JAIPUR, VL Lab	15257	159	48	40	40	40	167
50	Tamil Nadu	TMC-Tirunelveli, VL Lab	15490	161	48	40	40	40	169
51	Tamil Nadu	CMC-Coimbatore, VL Lab	19336	201	56	48	48	56	208
52	Tamil Nadu	ICMR-NIRT, CHENNAI, VL Lab	17812	186	48	48	48	48	192
53	Tamil Nadu	K.A.P.VISHVANATHAM GMC, Tiruchirappalli, VL Lab	20043	209	56	48	48	56	208
54	Tamil Nadu	MADURAI MC, VL Lab	22959	239	64	56	64	56	240
55	Tamil Nadu	GMKMCH, SALEM, VL Lab	30098	314	80	80	80	80	320
56	Tamil Nadu	CMC, Vellore, VL Lab	24367	254	64	64	64	64	256
57	Telangana	KMC,MGMH, Warangal, VL Lab	25453	265	64	64	64	64	256
58	Telangana	Gandhi Medical College, Secunderabad	27133	283	72	72	64	72	280
59	Telangana	OSMANIA MEDICAL COLLEGE, VL Lab	29997	312	72	72	72	72	288
60	Uttar Pradesh	KGMU, Lucknow, VL Lab	26558	277	72	64	72	64	272
61	Uttar Pradesh	IMS BHU, Varanasi, VL Lab	19116	199	48	56	48	56	208
62	Uttar Pradesh	L.L.R.M.MC Meerut, VL Lab	22794	237	56	64	56	56	232
63	West Bengal	BMC, Burdwan, VL Lab	19088	199	48	48	48	48	192
64	West Bengal	ICMR-NICED, VL Lab	16099	168	48	48	48	48	192
	Total		1252926	13051	3287	3267	3227	3255	13036

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

Sr	Name of Faculty	State	District	Pin	College Name	Mobile	Email	Name of Hospital / Institution	Department	Address	Name of TO	Mobile	Name of LT	Mobile	At No.
1	ABC-Venkat	Andhra Pradesh	YSRAPRAKASAM	535002	Dr. Rajendra	987972443	venkatsai@gmail.com	ANDHRA MEDICAL COLLEGE, VISAPRAKASAM	SRL DEPT OF MICROBIOLOGY, ABC VENGAS - 535002	SRL DEPT OF MICROBIOLOGY, ABC VENGAS - 535002	K. SATHISHKUMAR	964666134	M. PRASADH	955417339	94657775
2	Chandru	Andhra Pradesh	YSR	535002	Dr. P. Mahesh	977139954	chandrachandru@gmail.com	GOVT GOVERNMENT GENERAL HOSPITAL, PIN CODE-535001	HY VIRAL LOAD LAB, GOVERNMENT GENERAL HOSPITAL, ELURU, PIN 535001.	HY VIRAL LOAD LAB, GOVERNMENT GENERAL HOSPITAL, ELURU, PIN 535001.	R. SUDHAKAR	942035904	P. PRASADHARISH	942035904	95728955
3	DMC-Ananthappa	Andhra Pradesh	YSR	516001	Dr. S. Suresh	987333292	ananthappa@gmail.com	HY VIRAL LOAD Laboratory, gmc medical college, Warangal, Pin Code- 506001	DEPARTMENT OF MICROBIOLOGY	Dr. S. Suresh/ANANTHA, HY VIRAL load laboratory Government Medical College, Anantapuram	V. Nagarath	944117897	T. Ananth	966873034	944117897
4	DMC-Gururaj	Andhra Pradesh	Guntur	522004	Dr. K. Purnima	946847939	gururajguntur@gmail.com	GUNTUR MEDICAL COLLEGE	Department of Microbiology	Department of Microbiology, Guntur Government Medical College, Anantapuram	K. BABU	954559958	S. Divya	943426519	95541787
5	RMS-Aditya	Andhra Pradesh	Kadapa	516001	Dr. J. Vijay Lakshmi	946847939	adityakadapa@gmail.com	Rajya Gandhi Institute of Medical Sciences, Kadapa	Microbiology Lab Services	HY VIRAL load, Dept. of Microbiology, CP Block, 1st floor, Room No. 21, GSH, RMS, Kadapa, pincode - 516002	S. Kishore	987333078	B. Ananth	966873034	944117897
6	RMS-Deepa	Andhra Pradesh	Prakasam	523001	Dr. L. Lakshmi	946847939	deepaprakasam@gmail.com	Government Medical College, Prakasam, Pin Code-523001	MICROBIOLOGY	Department of Microbiology, Guntur Government Medical College, Anantapuram	L. Lakshmi	952243170	S. Divya	943426519	95541787
7	RMS-Sushama	Andhra Pradesh	YSR	535001	Dr. R. Sushama	977139954	sushama@gmail.com	GOVERNMENT GENERAL HOSPITAL, ELURU, PIN CODE-535001	DEPARTMENT OF MICROBIOLOGY, VIRAL LAB	GOVT. PRASADAM	S. Sushama	987333078	B. Ananth	966873034	944117897
8	BMC-Vijayashree	Andhra Pradesh	Krishna	520008	Dr. S. Sushama	946847939	vijayashree@gmail.com	Siddhartha Medical College Vijayashree, Pin Code-520008	MICROBIOLOGY	Siddhartha Medical College, Beasra, Govt. General Hospital, Vijayashree, Pin Code-520008	B. Sushama	95243526	A. Manu	943426519	95541787
9	SPMR-Nellu	Andhra Pradesh	Nellore	524004	Dr. S. Sushama	977139954	nellu@gmail.com	ACIR GOVT MEDICAL COLLEGE, Pin Code-524004	MICROBIOLOGY	INDO FLOOR, ACIR GOVT MEDICAL COLLEGE, OPPPOSITE AT SUBBAREDDY STADIUM, CHANGANTTA, NELLORE	V. Yashini	987333078	B. Ananth	966873034	944117897
10	NSC-Ravi	Andhra Pradesh	YSR	535002	Dr. Ravi	946847939	ravi@gmail.com	S. V. MEDICAL COLLEGE, VISAPRAKASAM, YSR	Microbiology	NSC Ravi, Telugu 310001	R. Sathish Kumar	954559958	S. Divya	943426519	95541787
11	NSC-Ravi	Andhra Pradesh	YSR	535002	Dr. Ravi	946847939	ravi@gmail.com	S. V. MEDICAL COLLEGE, VISAPRAKASAM, YSR	Department of Microbiology	NSC Ravi, Telugu 310001	R. Sathish Kumar	954559958	S. Divya	943426519	95541787
12	PGMR-Chandragiri	Chandragiri	Chandragiri	160012	Dr. Chandragiri	987333078	chandragiri@gmail.com	PGMR Chandragiri, Chandragiri, Pin Code-160012	Department of Microbiology	PGMR Chandragiri, Chandragiri, Pin Code-160012	Chandragiri	987333078	Chandragiri	987333078	987333078
13	JMMC-Rajeev	Chandragiri	Rajeev	420001	Dr. Rajeev	987333078	rajeev@gmail.com	JMMC Rajeev, Chandragiri, Pin Code-420001	Department of Microbiology	Dept. of Immunopathology, Chd. Chandragiri	N. Chandragiri	987333078	Chandragiri	987333078	987333078
14	AIMS-Geh	Dah	110023	Dr. Aishwarya	987333078	geh@gmail.com	ALL INDIA INSTITUTE OF MEDICAL SCIENCES, (AIMS)	VIROLOGY LAB, DEPT. OF MICROBIOLOGY	Virolgy Lab, Room No. 2105, Department of Microbiology, AIMS, Anantapur, New Delhi 110023	Virolgy Lab, Room No. 2105, Department of Microbiology, AIMS, Anantapur, New Delhi 110023	AIMS, Anantapur	987333078	S. Divya	943426519	95541787
15	HBAS-Dhe	Dah	110023	Dr. Dhe	987333078	dhe@gmail.com	INSTITUTE of Human Behavior and Allied sciences (HBAS) Pin Code-110023	Dept. of Microbiology, HBAS, Dah	Dah	Dah	HBAS, Anantapur	987333078	S. Divya	943426519	95541787
16	DMC-Sure	Guntur	522004	Dr. S. Sushama	946847939	sure@gmail.com	DMC Sure, Guntur, Pin Code-522004	HY VIRAL Load, Microbiology Department	2nd floor, HY VIRAL Load Laboratory, Department of Microbiology, Govt. Medical College, New Chd. Hospital, Mangaluru, Sast - 350001	K. Sathish Kumar	954559958	S. Divya	943426519	95541787	
17	DMC-Sure	Guntur	522004	Dr. S. Sushama	946847939	sure@gmail.com	DMC Sure, Guntur, Pin Code-522004	HY VIRAL Load, Microbiology Department	2nd floor, HY VIRAL Load Laboratory, Department of Microbiology, Govt. Medical College, New Chd. Hospital, Mangaluru, Sast - 350001	K. Sathish Kumar	954559958	S. Divya	943426519	95541787	
18	DMC-Sure	Guntur	522004	Dr. S. Sushama	946847939	sure@gmail.com	DMC Sure, Guntur, Pin Code-522004	HY VIRAL Load, Microbiology Department	2nd floor, HY VIRAL Load Laboratory, Department of Microbiology, Govt. Medical College, New Chd. Hospital, Mangaluru, Sast - 350001	K. Sathish Kumar	954559958	S. Divya	943426519	95541787	
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20	DM														
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60	DMC-Sure</														

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

TENDER FORWARDING LETTER

(To be given on Company Letter Head)

Annexure-II

Date:

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

Sub: Acceptance of Terms & Conditions of Tender. Tender No: CMSS/PROC/ 2023-24/ NACO/058
Name of Tender: - Online tender for SUPPLY OF HIV-1 Viral Load Testing Kits, consumables and
Comprehensive Maintenance Contract (CMC) for 64 Viral Load Machines under NACP for next 2
years.

Dear Sir,

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

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

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

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

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

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

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

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

Yours Faithfully,

(Signature of the Tenderer, with Official Seal)

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

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

Annexure-**Annexure IV-****PROFORMA FOR PERFORMANCE STATEMENT(FOR A PERIOD OF LAST 2 YEARS)**

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

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

Note:

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

Signature of Tenderer

Signature of Statutory Auditor

Name in Capitals

Name in Capitals

Date:

Date

Seal:

Seal

Annexure-V

ANNUAL TURN OVER STATEMENT

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

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

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

Date:

Seal:

Signature of Auditor/
Chartered Accountant
(Name in Capital)

Annexure– VI

LIST OF ITEMS QUOTED & THEIR PRODUCTION CAPACITY

1. Name of the firm :

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

3. Details of Endorsement for all products quoted :

Sch No	Item Code	Drug/Goods Name	UOM	Quantity Tendere d	Quantity quoted	Manufac turing Capacity	Quantity Manufacture d		Average Quantity Manufacture d	Percentage Earmarkedto CMSS (6/8*100)
							2020-21	2021-22		
1	2	3	4	5	6	7	8A	8B	9	10
1		Abott Real Time HIV-1 Quantitati ve Kit	Nos.	150						
2		CAMC for 64 Viral Load Machine s	Nos.	4783500						
				TOTAL						

Date:

Authorized Signatory:

Annexure VII- CHECK LIST

Packet-1

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

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

NOTARISED UNDERTAKING BY MSE COMPANIES

(In 20- Rupees stamp paper)

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

2. Whereas, CMSS (Tender Inviting Authority) has invited Tender for supply of equipments, Drugs and medicines for the year 2022-2023 and in pursuant to the conditions in the tender documents. M/s _____ (Proprietary Concern/ Firm / Company Ltd.), _____ having its Office at _____ is exempted from payment of Earnest Money Deposit as indicated in the Annexure-II of tenderdocument.

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

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

M/s _____

For Self and Firm / Company Ltd.

Signature and Seal

Witness:-

(1)

(2)

Annexure-IX

Central Medical Services Society

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

LETTER OF ACCEPTANCE

No: CMSS/PROC/2022-23/NACO/039/LOA

Date _____

To,

M/s _____

Address: _____

Attn: _____

Phone: _____

Email _____

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

Sub: Acceptance of Tender for SUPPLY OF HIV-1 Viral Load Testing Kits, consumables and Comprehensive Maintenance Contract (CMC) for 64 Viral Load Machines under NACP for next 2 years.

Ref: 1) CMSS Tender No. **CMSS/PROC/2022-23/NACO/039** 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 Online tender for SUPPLY OF HIV-1 Viral Load Testing Kits, consumables and Comprehensive Maintenance Contract (CMC) for 64 Viral Load Machines under NACP for next 2 years has been accepted for following items:

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

- You are requested to deposit Security Deposit @ 3% of the total value by NEFT/ RTGS/ Bank Guarantee/Demand Draft/ Banker's Cheque and enter into an Agreement, as per the format given in **Annex-X** of the Tender document, within 15 days from the date of receipt of this letter. The Security Deposit shall be valid as per tender clause no12 from the date of commencement.
- Detailed Agreement including consignee list shall be forwarded after receipt of Security Deposit.
- Please convey your acceptance to this LOA within 03 days of issue, else it will be presumed that you are not keen to accept the LOA and CMSS may proceed for allocation of quantity to other bidder and with other actions stipulated in referred Tender document.
- All other terms and conditions will be as per Tender document no. CMSS/PROC /2022-23/ NACO/039 and subsequent amendments to it.

General Manager (Procurement)

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

Annexure A to Acceptance Letter No:
Supplier: M/s _____

Annexure - A

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

Annexure – X

LONG TERM AGREEMENT (LTA) NO.: CMSS/PROC/2022-23/NACO/LTA/039

E- STAMP CERTIFICATE NO.:

LTA Validity: From _____ to _____

TERMS OF AGREEMENT

THIS AGREEMENT made the..... day of, year between Central Medical Services Society, Office at Vishwa Yuvak Kendra, Pt. Uma Shankar Dikshit Road, Teen Murti Marg, Chankayapuri, New Delhi-110001 (here in after "the Purchaser") of the one part and (Name of Supplier) of..... (Address and Country of Supplier) (Here in after called "the Supplier") of the other part:

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz; **Supply of for SUPPLY OF HIV-1 Viral Load Testing Kits, consumables and Comprehensive Maintenance Contract (CMC) for 64 Viral Load Machines under NACP for next 2 years** in the Tender Reference No. **CMSS/PROC/2022- 23/NACO/039**, Dt _____ (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the supply of those goods and services for the sum of.....

(Contract Price in Words and Figures) (Hereinafter called "the Contract Price").

WHEREAS the Supplier confirms that it is qualified, ready, willing and able to supply the for SUPPLY OF HIV-1 Viral Load Testing Kits, consumables and Comprehensive Maintenance Contract (CMC) for 64 Viral Load Machines under NACP for next 2 years 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/2022-23/NACO/039** from CMSS to the Supplier, to quote for the cost of supply of the Products to CMSS.

Long Term Agreement, as abbreviated to Agreement or LTA, means this Agreement between the Parties, to provide Products, including its Annexes, however with due consideration of the order of precedence among the LTA and individual Annexes.

Parties means CMSS and the Supplier, their successors and assigns and where not repugnant to the context, their servants or agents.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. LTA DOCUMENTS:

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

- (a) This LTA
- (b) The Notice Inviting Tender
- (c) Terms and Conditions of Tender Document as given in Tender No: **CMSS/PROC/2022-23/NACO/039 dt.** _____
- (d) The Minutes of Pre-Bid meeting and corrigendum issued.
- (e) Schedule of Requirement.
- (f) The Technical Specification
- (g) The Supplier's Offer including Enclosures, Annex etc.
- (h) Any other document listed in the supplier's bid and replies to queries, clarifications issued by the purchaser, such confirmations given by the tenderer which are acceptable to the purchaser and the entire Addendum issued as forming part of the contract.
- (i) The Letter of Acceptance issued by the purchaser.

2. PURPOSE OF LTA:

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

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

Sch. No.	Items Description	Quantity	Unit	Ex-Works Price per Unit (Rs)	GS T (%)	GST (Rs)	Transport & any other charges (Rs)	Rate Per Unit (Landed Price) (Rs)	Grand Total (Rs)
Grand Total									

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

compliance) for the subject terms and conditions.

3 . Manufacturing License and Site

License and Site Address:

As per Annexure A.

IN WITNESS where of the parties here to have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the said..... (For the Purchaser)

in the presence of

Signature

Name

Address

Signed, Sealed and Delivered by the Said..... (For the Supplier)

in the presence of

Signature

Name

Address

Annexure A to LTA No:

Supplier: M/s

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 - XI

CENTRAL MEDICAL SERVICES SOCIETY

Ministry of Health & Family Welfare
(Government of India)

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

PURCHASE ORDER

PO No: CMSS/PROC/ 2022-23/NACO/039/PO

Dated: _____

To,

M/s _____

Address: _____

Attn _____

Phone: _____

Email _____

Subject: Purchase Order for supply of for SUPPLY OF HIV-1 Viral Load Testing Kits, consumables and Comprehensive Maintenance Contract (CMC) for 64 Viral Load Machines under NACP for next 2 years.

Ref : Long Term Agreement No: CMSS/PROC/ 2022-23/NACO/LTA/039
dated _____

Dear Sir,

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

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

1. All the Terms & Conditions of the Agreement signed by you on acceptance of your tender are applicable.
2. Delivery Period : As per Annexure 1A

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

General Manager (Procurement)

Copy to :

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

Annexure A to PO No:

Supplier: M/s

Annexure - A

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

Annexure-B

Annexure B to PO
No:Supplier: M/s

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

Annexure -XII

MANDATE FORM

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

Date:

Place:

Company Seal

Signature
(Name of the person signing & designation)

Mandate Form contd..

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

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

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

Date:
Place:

Company Seal

Signature
(Name of the person
signing& designation)

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

Bank Seal with address.

Signature of the authorized
official of the bank.

Annexure XIII- PACKET -2 PRICE –BID

CENTRAL MEDICAL SERVICES SOCIETY NEW DELHI – 110021

TENDER FOR SUPPLY OF HIV-1 Viral Load Testing Kits, consumables and Comprehensive Maintenance Contract (CMC) for 64 Viral Load Machines under NACP for next 2 years

Schedule of price bid in the form of BOQ_XXXX.xls uploaded online.

(Below sheet is only for reference)

Item Wise BOQ

Tender Inviting Authority: DG & CEO, CMSS

Name of Work: TENDER FOR SUPPLY OF HIV-1 Viral Load Testing Kits, consumables and Comprehensive Maintenance Contract (CMC) for 64 Viral Load Machines under NACP for next 2 years

Tender No: CMSS/PROC/ 2023-24/ NTEP/019

Bidder Name :									
<div>PRICE SCHEDULE</div> <div>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)</div>									
NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	TEXT	NUMBER #	NUMBER	NUMBER	NUMBER
Sl. No.	Name of the Item	Location	Quantity in Tender	Units	Quantity Offered	EX Works price per unit in Rs.	GST (In Rs.)	Transportation and any Other Charges in Rs. (Till Consignee Locations) on DDP basis, All Inclusive and firm & fixed	Total Unit Price With GST(In Rs.) (Col 7+ Col 8+Col 9)
1	2	3	4	5	6	7	8	9	10
1.01	Abbott Real Time HIV-1 Quantitative Kit for 2 years			Nos					₹ 0.0000
		1. Annex-1	26,01,792						
1.02				Nos					₹ 0.0000
	CAMC Price for 1st year	2. Annex-1	64						
1.03	CAMC Price for 2nd year	3. Annex-1	64	Nos					₹ 0.0000
Quoted Rate in Words		INR Zero Only							

1. List of consignee as per Annex-IB.

2. Details of weight, volume and dimensions of shipping cartons and intermediate cartons may be provided as an additional annex to this form

Annexure-XIV
Bank Guarantee for EMD (Format)

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

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

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

Date: _____

BIDGUARANTEE No.: _____

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

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

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

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

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

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

[signature(s)]

Annexure-XV

Security Bank Guarantee (Format)

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

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

Date: _____

PERFORMANCE GUARANTEE No.: _____

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

Furthermore, we understand that, according to the conditions of the Tender, a performance guarantee is required post acceptance of letter of Acceptance.

At the request of the Supplier, we *[insert: name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert: amount in figures]* (₹) *[insert: amount in words]* 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 _____, 20____, and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[signature(s)]

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

Instructions for Online Bid Submission

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

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

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

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

document.

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

PREPARATION OF BIDS

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

SUBMISSION OF BIDS

- 1) Tenderer should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Tenderer will be responsible for any delay due to other issues.
- 2) The tenderer has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Tenderer has to select the payment option as “offline” to pay the tender fee/ EMD as applicable and enter details of the instrument.
- 4) Tenderer should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

- 5) Tenderers are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the tenderers. Tenderers are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the tenderer). No other cells should be changed. Once the details have been completed, the tenderer should save it and submit it online, without changing the file name. If the BoQ file is found to be modified by the tenderer, the bid will be rejected.
- 6) The server time (which is displayed on the tenderers' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the tenderers, opening of bids etc. The tenderers should follow this time during bid submission.
- 7) All the documents being submitted by the tenderers would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to a symmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO TENDERERS

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

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

.....
.....

No Deviation Certificate

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

Authorized Signatory

Annexure-XVIII

Near Relative Certificate

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

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

The near relatives for this purpose are defined as:

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

Signature/Signatures (with Stamp)

Annexure XIX

MANUFACTURER'S AUTHORISATION FORM

To,

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

Ref: Your TE document No _____ dated _____

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

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

We also hereby confirm that we would be responsible for the satisfactory execution of contract
placed on the authorized Subsidiary

We also confirm that the price quoted by our Indian Subsidiary shall not exceed the price which
we would have quoted directly”

Yours faithfully,

[Signature with date, name and designation]
for and on behalf of Messrs _____

[Signature with date, name and designation]
for and on behalf of Messrs _____

[Name & address of the manufacturers]

[Name & address of the bidder]

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

Annexure XX

Details of Service Centre

Service Centre Address

Contact No

Email Address

Name of Head of Service Centre with Contact
Details

Name of Service engineer with Contact details
location wise

1

2

3

4

5

6

7

8

9

10

Signature Head of Service Centre with Seal

Signature of Bidder with Seal

CONTRACT FORM FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT

(Address of Head of Hospital)
And

In continuation to the above referred contract

[illegible]

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

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

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

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

d) There will be 98% uptime warranty during CAMC period on 48 (hrs) X 7(days) X 365 (days) basis, with penalty(As per clause no 18), to extend CAMC period by double the downtime period.

e) During CAMC period, the supplier shall visit at each consignee's site for preventive maintenance including testing and calibration as per the manufacturer's service/ technical/ operational manual. Four Preventive maintenance should be done in a year (which includes 2 major PM and 2 minor visit for maintenance). Preventive Maintenance Service should be done every quarter.

f) All software updates should be provided free of cost during CAMC.

g) The bank guarantee valid till _____ [(fill the date) 2 months after expiry of entire CAMC period] for an amount of Rs. _____ [(fill amount) equivalent to 5 % of the cost of the equipment as per contract] shall be furnished in the prescribed format given in Section XV of the TE document, along with the signed copy of Annual CMC within a period of 21 (twenty one) days of issue of Annual CMC failing which the proceeds of Performance Security shall be payable to the TIA/Consignee.

h) If there is any lapse in the performance of the CAMC as per contract, the proceeds Annual CMC bank guarantee for an amount of Rs. _____ (equivalent to 5 % of the cost of the equipment as per contract) shall be payable to the Consignee.

i) **Payment terms:** The payment of Annual CMC will be made against the bills raised to the consignee by the supplier on six monthly basis after satisfactory completion of said period, duly certified by the HOD concerned. The payment will be made in Indian Rupees.

j) Paying authority:

(name of the consignee i.e.
Hospital authorised official)

(Signature, name and address of

Hospital authorised official)

For and on behalf of _____

Received and accepted this contract

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

For and on behalf of _____

(Name and address of the supplier)

(Seal of the supplier)

Date: _____

Place: _____

Annexure XXII

CONSIGNEE RECEIPT CERTIFICATE

(To be given by consignee's authorized representative)

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

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

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

Annexure XXIII

Performa of Final Acceptance Certificate by the Consignee- Deleted

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

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

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

(Signature)(Name)
(Designation with stamp)

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

Explanatory notes for filling up the certificate:

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

FORMAT FOR LOCAL CONTENT DECLARATION----Deleted

UNDERTAKING

(On Company's Letter Head)

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

We unequivocally and irrevocably undertake that,

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

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

Witness
1.

M/s _____
For Self and Firm/Company Limited

Signature & Seal of company

PAC Certificate

Annexure XXVI

Annexure 6

MANUAL FOR PROCUREMENT OF GOODS 2017
Ministry of Finance
Department of Expenditure



Annexure 6: Proprietary Article Certificate

(Refer Para 4.6.1)

March 2024 - March 2026

Valid for the Current Financial Year

File Number and Date Reference		
1	Description of article	Abbott Real Time HIV-1 Quantitative kit
2	Forecast of quantity/annual requirement	41,146 kits (March 2024 - March 2026)
3	Approximate estimated value for above quantity	355.50 crore approximately
4	Maker's name and address	Abbott Molecular Inc, 1300 East Touhy Avenue Des Plaines, Illinois, 60018 USA
5	Name(s) of authorised dealers/stockists	Abbott Healthcare Pvt. Ltd. office of Mr. Mohd The Surya, New Anand Lok, N. Delhi 110025
6	I approve the above purchase on PAC basis and certify that: - Note- Tick to retain only one out of (b), (c-1) or (c-2) whichever is applicable and cross out others. Please do confirm (a) by ticking it - without which PAC certificate will be invalid.	
6(a)	This is the only firm who is manufacturing/stocking this item. AND	<input checked="" type="checkbox"/>
6(b)	A similar article is not manufactured/sold by any other firm, which could be used in lieu OR	<input type="checkbox"/>
6(c-1)	No other make/brand will be suitable for following tangible reasons (like OEM/warranty spares): OR It is a closed system, so it uses its own specific kits only manufactured by Abbott	<input checked="" type="checkbox"/>
6(c)	No other make/brand will be suitable for following intangible reasons (if PAC was also given in the last procurement cycle, please also bring out efforts made since then to locate more sources): OR	<input type="checkbox"/>
7	Reference of concurrence of finance wing to the proposal:	

History of PAC purchases of this item for past three years may be given below

Name of the Supplier	Order/Tender Reference & Date	Quantity Ordered	Basic Rate on Order (Rs.)	Adverse Performance Reported if Any

Signature of Approving Authority

Date 07/8/2023 Designation of Officer
Dr. U.B. Das
Chief Medical Officer (SAG)
National AIDS Control Organization
Ministry of Health & Family Welfare
New Delhi-110001