

ONLINE TENDER FOR

(i) RATE CONTRACT FOR EMPANELMENT OF THIRD PARTY LABORATORIES FOR ANALYSIS OF DRUGS AND OTHER ITEMS FOR A PERIOD OF TWO YEARS.

(ii) FOR EMPANELMENT OF THIRD PARTY LABORATORIES FOR ANALYSIS OF DRUGS AND OTHER ITEMS FOR FUTURE REQUIREMENTS (ADDITIONAL DRUGS/INJECTIONS/NEEDLE/SYRINGE AND OTHER MEDICAL DEVICES/ FOR A PERIOD OF TWO YEARS.

Tender No: CMSS/2025-26/TL/DRUGS/018

CENTRAL MEDICAL SERVICES SOCIETY

Ministry of Health & Family Welfare (Government of India)

2nd floor, Vishwa Yuvak Kendra, Pt. Uma Shankar Dikshit Marg, Teen Murti Marg, Opposite Police Station Chankaya Puri, New Delhi-110021

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Email: agmqacmss@cmss.gov.in, anujprakash@cmss.gov.in, dgceocmss@cmss.gov.in**ONLINE TENDER FOR****(i) RATE CONTRACT FOR EMPANELMENT OF THIRD PARTY LABORATORIES FOR ANALYSIS OF DRUGS AND OTHER ITEMS FOR A PERIOD OF TWO YEARS.****(ii) FOR EMPANELMENT OF THIRD PARTY LABORATORIES FOR ANALYSIS OF DRUGS AND OTHER ITEMS FOR FUTURE REQUIREMENTS (ADDITIONAL DRUGS/INJECTIONS/NEEDLE/SYRINGE AND OTHER MEDICAL DEVICES/ FOR A PERIOD OF TWO 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	26.12.2025 (As per CPPP)
Bid Document Download Start Date And Time	26.12.2025 (As per CPPP)
Pre Bid Meeting	05.01.2026 (12.00 noon) Venue- Conference Hall, CMSS HQ, New Delhi
Last Date and Time for Clarification	05.01.2026 (05.00 PM)
Bid Submission Start Date and Time	05.01.2026 (09.00 AM)
Bid Submission End Date and Time	15.01.2026 (04.00 PM)
Last date of submission of original documents	15.01.2026 (04.00 PM)
Bid Opening Date and Time	16.01.2026 (04.00 PM)

Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.
 Tenderer/Contractor is advised to follow their instructions provided in the 'Instructions to the Contractors/Tenderer 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 100dpi with black and white option which helps in reducing size of this scanned document. Not more than one bid shall be submitted by one contractor or contractors having business relationship.

Address for Communication

: Central Medical Services Society,
 2nd floor, Vishwa Yuvak Kendra,
 Pt. Uma Shankar Dikshit Marg,
 Teen Murti Marg, Opposite Police
 Station Chankaya Puri, New Delhi-110021

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The CMSS, an autonomous Society of Ministry of Health & Family Welfare (Govt. of India), is responsible for procuring quality drugs, vaccines & contraceptives directly from the manufacturers through open tenders' system and ensures timely supply of Drugs, Medicines, Vaccines & Contraceptives to all the States/ UT governments.

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

Tender Accepting Authority: DG&CEO, 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 rate contract for empanelment of third-party laboratories for analysis of drugs/other items for a period of two years from the date of empanelment. The duration may be extended for another period of 12 months on the same term and conditions and rates. Tenderer can apply for any item or all items listed. The empanelment shall be carried out at pre-defined and fixed rates and no price negotiation shall be undertaken. Tenderer shall indicate acceptance of rate.

- The list of items to be quoted and their specifications are given in Annexure-I.**
- The EMD is Rs. 1,00,000 for participation in this tender (details at clause 9)**
- Attention of tenderer is invited towards checklist (Annexure VI) regarding documents to be attached with technical bid.**
- Original Bank Guarantee/ Notarized undertaking by MSE companies Annexure XVI for Exemption of EMD in physical form is to be deposited with the Tender Inviting Authority up to bid submission end date and time as per prescribed in the critical date sheet. (details at clause 6.2 (b))**

1. LAST DATE FOR RECEIPT OF TENDER

Online Tenders (in two separate packets {Technical bid "Packet 1" and Fixed Rate 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 Drugs/other items to be tested along with their Technical Specification is attached here as **Annexure-I**.

2. BID VALIDITY:

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

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

3. PRE BID MEETING/CLARIFICATIONS:

- i) A prospective tenderer, 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.
- 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 tenderers 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 tenderer is expected to see the CMSS website for clarification before submitting the bid.

4. ELIGIBILITY CRITERIA: -

THOSE TENDERERS PARTICIPATE IN SR NO. 1, NO NEED TO REQUIRED SEPARATE DOCUMENTS FOR SR NO. 2.

- i) Tenderer shall be an independent analytical laboratory having own valid license under the Drugs& Cosmetics Act 1940 by concern State Drug Control Department in Chemical and Microbial sections.
- ii) Tenderer shall have minimum five years' experience without any discontinuity' in the Laboratory services i.e Initial License date shall be before Dec 2020.
- iii) Tenderer shall be NABL accredited minimum five years' without any discontinuity' in Chemical and Microbial sections in accordance with standard ISO/IEC-17025.
- iv) Tenderer shall have NABL with quoted item preferably be listed in scope on tender opening date.
- v) Tenderer having NABL accreditation (ISO/IEC 17025) for 5 or more pharmaceutical drug products having similar analytical technique like Assay by HPLC/UV/Titration, Related Substance by HPLC/TLC, Dissolution by HPLC/UV can also participate in tender. However, scoring of tenderer shall be done as per Clause 11. ACCEPTANCE OF TENDER.
- vi) General test method as prescribed in pharmacopoeia where testing procedure is common and uniformly applicable for multiple samples or product, shall be treated as general test and considered without requiring separate product wise scope.
- vii) Both the State Drug Control approval and NABL shall be valid on the date of tender opening.
- viii) The Laboratory must be certified under the Drugs and Cosmetics Act 1940 for Good Laboratory Practices (GLP). GLP Certificate should be valid on the date of opening of tender.
- ix) Tenderer shall not have been convicted by FDA/ Drug controller of state in last two years.
- x) Tenderer shall have all necessary instruments/equipment and below listed required mandatory facilities for testing/analysis including microbiological testing. Lab shall have Fluorescence Detector and RI Detector in any one HPLC system.

Sr. No.	Instrument	Nos
1.	HPLC- UV/Vis Detector/PDA/Diode Array Detector/Fluorescence Detector and RI Detector.	10
2.	GC-with FID detector and Head space	2
3.	AAS- with flame and hydride generator	1

4.	Dissolution Apparatus (One system should have auto sampler)	4
5.	Disintegration Apparatus	1
6.	UV-Visible Spectrophotometer	1
7.	Karl Fisher	1
8.	FTIR	1

- xi) Tenderer shall have undertaken analysis of 3000 samples annually in any two years i.e. 2020-2021, 2021-2022, 2022-23, 2023-24 or 2024-2025 as testing performance (List of Quoted dosage forms i.e. Tablets, Capsules, Injections, Syrup) for any Central & State Govt departments/private customers.
- xii) Lab shall have 21 CFR compliant instruments and CMSS Samples need to be tested on 21 CFR compliant instruments.
- xiii) Lab shall have an average Annual turnover of more than INR 3 crore for any 2 years i.e., 2022-23 or 2023-24 or 2024-2025.
- xiv) Lab shall be stand-alone laboratory independent and not an in-house facility part of manufacturing unit.
- xv) Lab shall have Turnaround time as per clause 14. ANALYSIS AND REPORTING CONDITIONS
- xvi) Lab shall have qualified trained manpower and Quality Head with ≥ 10 yrs experience and minimum 3 Analysts with ≥ 5 yr experience. Total manpower should be minimum 20 analyst in chemical and microbial sections.
- xvii) In accordance with DoE guidelines vide OM No. F.1/20/2018/PPD dt. 02.11.2021 the tenderer shall not be debarred, in general or for the services tendered by CMSS, MoH&FW and DoE on the date of tender opening. Aforesaid debarred tenderer are not eligible to bid.
- xviii) Entities having beneficial ownership in land border sharing countries, as defined in Department of Expenditure Order No. F.7/10/2021-PPD date 23.02.2023, as amended from time to time, shall be eligible to bid only if are registered with competent authority in accordance with the provisions of the order.
- xix) In case any document submitted by the tenderer or his authorized representative is found to be forged, false or fabricated, the bid will be rejected and Bid Security Deposit/EMD /Performance Security will be forfeited. Tenderer may also be blacklisted/banned/debarred. Under taking shall be submitted by tenderer.

5. GENERAL CONDITIONS:- SR NO. (I) AND (II) BOTH

- I. A complete set of tender documents may be downloaded by any interested eligible tenderer 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 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. All notices or communications relating to and arising out of this tender and any consequent agreement or any of the terms thereof shall be considered duly served on or given to the Tenderer if delivered to it or left at the premises, places of business or abode or sent at official email as provided by the tenderer.
- V. Tenderers 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 tenderers.
- VI. Empanelment does not guarantee any minimum volume of work.
- VII. FORGERY/FRAUD BY TENDERERS:
 - (a) Genuineness of the papers/documents/certificates/declaration submitted with bid is the responsibility of the tenderer. If at any stage it is found that the papers/documents/certificates/declaration submitted by the tenderer are not in order, are forged, manipulated, fabricated or altered, the bid or purchase order issued to the tenderer is liable to be cancelled and further necessary action including forfeiture of its EMD/Security Deposit, debarring/blacklisting against the tenderer will be taken. Purchaser may also initiate police/legal action and request concerned statutory authority for cancellation of license issued to tenderer for tendered items.
 - (b) If any fraud, on part of the tenderer at any stage, the bid or work order/ Purchase order issued to the tenderer is liable to be cancelled and further necessary action against the tenderer including debarring/blacklisting will be taken.
 - (c) In any of above two cases, the CMSS is at liberty to make alternative arrangement of the services from other empanelled labs, at the risk and the cost of the tenderer.

VIII. PATENT RIGHTS:

- (a) The tenderer 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.
- (b) 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 tenderer of the same and the tenderer shall at its own expenses take care of the same for settlement without any liability to the TIA.

IX. TERMINATION FOR DEFAULT:

- (a) The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the tenderer, terminate this contract in whole or in part.
 - i. If the tenderer fails to meet analytical requirements within the time period(s) specified in the contract, or any extension thereof granted by the purchaser.
 - ii. If the tenderer fails to perform any other obligation(s) under the contract, and
 - iii. If the tenderer, 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.

X. TERMINATION FOR INSOLVENCY:

The purchaser may, at any time, terminate the contract by giving written notice to the tenderer, without compensation to the tenderer, if the tenderer 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.

XI. SET OFF:

Any sum of money due and payable to the tenderer (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 tenderer with the Purchaser.

- XII. Purchaser reserves the right to debar/ blacklist a Laboratory /Agency for a suitable period in case he fails to honor his bid/contract without sufficient grounds.

XIII. BID SUBMISSION:

Tenderers 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 tenderers and black list or debar these tenderers for suitable period besides taking other punitive measures. Decision of purchaser in this regard shall be final and binding.

XIV. NEAR RELATIVE CERTIFICATE:

The tenderer shall 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. Authorized 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 XV to be submitted.

6. TECHNICAL BID – “PACKET 1”

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

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

a) RTGS/NEFT/DD or Bank Guarantee (if applicable) in respect of EMD as per Clause 9 of this tender document as per **Annexure-III.** 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 XVI.**

- b) Duly notarized general power of Attorney (on non-judicial stamp paper of worth Rs. 50/-) in favour of authorized signatory, authorizing an officer of the Tenderer shall be enclosed with the tender and such authorized officer of the Tenderer shall sign the tender documents. 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 tenderer. The signature of authorized signatory shall be duly attested. In case of proprietorship on its letter head of firm declares himself as proprietor with specimen signature.
- c) Tender Forwarding letter as per **Annexure-II**.
- d) Valid license and license dated before 01 Dec 2020 under the Drugs& Cosmetics Act 1940 by concern State Drug Control Department in Chemical and Microbial sections.
- e) Valid NABL certificate in accordance with standard ISO/IEC-17025 with scope and NABL certificate having issue date before 01 Dec 2020.
- f) Valid GLP certificate under the Drugs and Cosmetics Act 1940 for Good Laboratory Practices.
- g) Undertaking on company's letterhead for Non-Conviction in year 2023 and 2024.
- h) List of 21 CFR compliant instruments with instrument ID on which CMSS Samples shall be analyzed.
- i) List of sophisticated instruments available in the laboratory along with their numbers and details of make /model.
- j) Micro Biological facilities available in the laboratory provide the details as per **Annexure-VIII**.
- k) Performance Statement to establish lab services for last five years i.e. 2020-2021, 2021-2022, 2022-23, 2023-24 and 2024-2025 as per format in **Annexure-IV**.
- l) Sample details of 3000 samples annually in any two years of last five years i.e., 2020-2021, 2021-2022, 2022-23, 2023-24 and 2024-2025 duly certified by CA indicating its unique document identification number.
- m) Annual turnover statement for any 2 years i.e., 2022-23 or 2023-24 or 2024-2025 duly certified by the company Auditor as per format in **Annexure-V**
- n) Copies of the Annual reports including the Audited Balance Sheet any 2 years i.e. 2022-23 or 2023-24 or 2024-2025
- o) **A Checklist (Annexure-VI) indicating the documents submitted with the tender document and their respective page numbers shall be enclosed with the tender document. The documents shall be serially arranged.**
- p) **Each page of submitted bid along with tender document is properly page numbered and shall be signed by the authorized signatory of the Tenderer with office seal.**

- q) Undertaking In accordance with DoE guidelines vide OM No. F.1/20/2018/PPD dt. 02.11.2021. (**Annexure-XIX**)
- r) No Deviation Certificate as per **Annexure-XIV**.
- s) Near Relative Certificate as per **Annexure-XV**.
- t) Undertaking for Land Border Sharing with India as per **Annexure-XVII**
- u) List of items quoted and their monthly analysis capacity and timeline as per **Annexure-XVIII**
- v) Undertaking and documentary evidence for Turnaround time as per clause 14. ANALYSIS AND REPORTING CONDITIONS
- w) List of qualified trained manpower and Quality Head with ≥ 10 yrs experience and minimum 3 Analysts with ≥ 5 yr experience.

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

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

7. PRICE BID

7.1 "Packet 2" is for the Fixed Price Bid of the Tenderer.

- i) Bid shall be uploaded online in the form of BOQ.XXXX.xls.
- ii) Rates for analysis of each item is fixed by competent authority and mentioned in **Price Schedule Annexure-X** for each sample as detailed in the tender document.

- iii) The price offered is all inclusive prices per sample and includes all taxes and duties and other incidental expenditure for furnishing report to CMSS.
- iv) After analyzing market trends and operational requirements, CMSS has fixed testing charges Annexure 1 based on dosage form categories, such as single-content and multiple-content products. For additional test as per programme and regulatory requirements or IH specification some additional parameters and charges included in table. The test parameters tabulated below just for reference it may vary as per applicability.

Test Parameter	Single content Product	Dubble content Product	Triple content Product	Quad content Product
Category wise No. of Quoted Items	64	23	15	2
Description, Identification (Any method), Average weight/fill, Uniformity of weight, Disintegration Dissolution-single sampling (Any method) Related Substance (Any Method), Assay (Any method), Residual Solvent (Any method) General test*: LOD, Water by KF, leak test, Uniformity of dispersion, pH, Extractable Volume, Consistency, weight/ml, Thickness, Diameter, Hardness, Friability, Appearance of solution, residue on evaporation, Particulate Contamination *Note: Test as applicable in specification	3000/-	4000/-	5000/-	6000/-
Uniformity of Content	500/content	500/content	500/content	500/content
Dissolution-extra sampling	500/sampling	500/sampling	500/sampling	500/sampling
Mictro Test(TAMC, TYC, Ecoli)	500	500	500	500
Extra Pathogen	200/Pathogen	200/Pathogen	200/Pathogen	200/Pathogen
Sterility	1000	1000	1000	1000
Bacterial Endotoxin Test	1000	1000	1000	1000
Particulate Matter by LBPC	1000	1000	1000	1000
Assay of Ethylene Glycol & Diethylene Glycol by GC	2500	2500	2500	2500
Elemental Analysis	200/metal	200/metal	200/metal	200/metal
RUP/AD/Disposable Syringe and Swab	4000	4000	4000	4000
Sodium chloride inj.	1500	1500	1500	1500
Sodium Bicarbonate inj.	1500	1500	1500	1500
Water for Injection	3000	3000	3000	3000

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

- i) The tenderer 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 analysis 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 lab.
- iv) Any increase in taxes and other statutory duties/levies after the expiry of analysis date shall be to the tenderer's accounts. However, the benefit of any decrease in these taxes/duties shall be passed on to the purchaser by the lab.

7.3 The basic unit price of analysis 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:

- i) To assist in the examination, evaluation and comparison of bids, the purchaser may, at his discretion ask the tenderer 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 tenderer shall be entertained.
- ii) Presence of authorized official of the Tenderer is not necessary at the time of opening of Technical Bid - “Packet 1” as opening is online.
- iii) 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.
- iv) 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.
- v) 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 tenderer by correction of the non-conformity.
- vi) 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 tenderer. Such minor infirmity will be identified by the TEC and clarification in this regard may be called for.
- vii) “Packet 2” will be opened only for tenderers, who are found technically eligible on satisfying the criteria for technical evaluation. Presence of authorized official of Tenderers is not necessary in opening of “Packet 2” as opening is online.
- viii) 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: - for Sr no. (i) and (ii)

9.1. The Earnest Money Deposit (EMD) is payable by all Tenderers, **for Sr no. (i) And Sr no. (ii)** an amount of Rs **1,00,000** as indicated in **Annexure-III** need to be deposited. Same EMD amount to be deposited for any one quoted item/all items. UNLESS EXEMPTED under clause 9.2 The Tenderers are required to furnish 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, FD receipt, Banker's cheque or Bank Guarantee or RTGS/NEFT** in the following Bank Account:

Beneficiary Name	: Central Medical Services Society
A/C No.	: 50100729160644
Bank Name	: HDFC Bank
Branch	: SAFDARJUNG ENCLAVE-DEER PARK, New Delhi
IFSC Code	: HDFC0000503

b) The Bank Guarantee 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-XII** provided in the tender document.

c) Bank Guarantee shall remain valid for 60 days beyond the validity period for the bid and will be extended accordingly beyond any extension subsequently requested by purchaser.

The applicable EMD amount has been indicated in **Annexure-III**.

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-XVI) 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.

- a) Micro and Small Enterprises as per classification given in MSME Notification dtd. 26.06.2020 registered under "Udyam Registration" w.e.f 01.07.2020 will be granted exemption from payment of Earnest Money Deposit. Udyam Registration Certificate has to be produced in support of above.
- b) In accordance with M/o MSME Gazette Notification No S.O. 2119 (E) dt. 26th June 2020, " In case of reverse-graduation of an enterprise, whether as a result of re-classification or due to actual changes in investment in plant and machinery or equipment or turnover or both, and whether the enterprise is registered under the Act or not, the enterprise will continue in its present category till the closure of the financial year and it will be given the benefit of the changed status only with effect from 1st April of the financial year following the year in which such change took place."
- c) In accordance with M/o MSME Gazette Notification No S.O. 4926 (E) dt. 18th October 2022, "In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all non - tax benefits of the category (micro or small or medium) it was in before the re-classification, for a period of three years from the date of such upward change."

Note: Traders will not get benefit of MSE Firms

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

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

9.4 FORFEITURE OF EMD (If applicable):

- (i) The Earnest Money Deposit (EMD) will be forfeited, if the Tenderer withdraws or amends impairs or derogates from the tender in any respect within the period of validity of his tender.
- (ii) The Earnest Money Deposit (EMD) will be forfeited, in case of the Category A/Category B tenderer, fails to execute the contract agreement and / or deposit the Security Deposit within the stipulated time.

10. OTHER CONDITIONS

- (i) The details of items are shown in **Annexure-I. The quantity shown in Annexure-I is not a fixed quantity and it is only a tentative requirement and may increase or decrease** by the CMSS, at its discretion, depending on the actual requirements. Though the tentative quantity shall be indicated in the agreement, the CMSS may confirm the requirement after issuance purchase orders. The Tenderers shall perform analysis of the items only on the basis of the periodical order issued by the CMSS.
- (ii) To ensure completion of analysis in time without any interruption, the Tender Inviting Authority reserves the right to empanel more than one Laboratory for each item.
- (iii) The rates accepted will be binding on the Tenderer for the full contract period of two year and any increase in the price will not be entertained till the completion of this contract period.
- (iv) Analysis shall be performed by the tenderer and not through any other contractor/ Agency/Dealer/ Distributor.
- (v) The Tenderer shall allow inspection of the Laboratory 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 analytical process, quality control measures adopted etc., in the analysis of the items quoted. If Laboratory does not allow for any such inspection, their tenders will be rejected during the currency of the contract.

11. ACCEPTANCE OF TENDER

- (i) Evaluation of tender - Technical evaluation of bids as per below criteria shall be done and labs with score more than 70 out of 100 will be considered technically responsive tenderers.

Sr. No.	Scope	Criteria	Score (Max 100)
1	NABL Accreditation	NABL (ISO/IEC 17025) with same product scope	20
		NABL (ISO/IEC 17025) with similar analytical technique for different product scope	15
		NABL (ISO/IEC 17025) with different analytical technique/product scope	0
2	Manpower & Competence	Quality Head with ≥ 20 yrs experience and minimum 5 Analysts with ≥ 5 yr experience out of 20 or more manpower	20

		Quality Head with ≥ 10 yrs experience and minimum 3 Analysts with ≥ 5 yr experience out of 20 or more manpower	15
3	Past Experience	Experience of Central/ State Govt samples of ≥ 10 yrs	15
		Experience of Central/ State Govt samples of 5-10 yrs	10
		Experience of Private customer sample of ≥ 5	5
4	Instrumentation Management	All Mandatory Instrument working properly, qualified and calibrated on tender opening date	15
		All Mandatory Instrument available but some not working/calibrated/qualified on tender opening date	10
5	Testing Performance	Undertaken analysis of 5000 samples annually in any two years i.e. 2020-2021, 2021-2022, 2022-23, 2023-24 and 2024-2025	15
		Undertaken analysis of 3000 samples annually in any two years i.e. 2020-2021, 2021-2022, 2022-23, 2023-24 and 2024-2025	10
6	Turnaround Time	QC reports released within 7 days from receipt of the sample for single API content drugs for 5 consecutive batches	15
		QC reports released within 10 days from receipt of the sample for single API content drugs for 5 consecutive batches	10

- (ii) General test method as prescribed in pharmacopoeia where testing procedure is common and uniformly applicable for multiple samples or product, shall be treated as general test and considered without requiring separate product wise scope.
- (iii) Laboratory inspection shall be performed by CMSS or its authorized representative(s) based on the documents submitted in "Packet 1" and Items Quoted in "Packet 2"
- (iv) CMSS has the right to inspect the Laboratories of Tenderers, before awarding contract or at any point of time during the continuance of tender and also has the right to reject the tender or terminate/cancel the orders issued based on the criticality of observations found out during such inspections.
- (v) CMSS reserves the right to accept or reject the tender for the analysis of any one or more items tendered for in the tender without assigning any reason.
- (vi) The acceptance of the tenders will be communicated in writing, as per format of the Acceptance Letter given in **Annexure-VII**.

12. SECURITY DEPOSIT AND AGREEMENT

(i) Security Deposit: for Sr no. (i)&(ii)

On being intimated about the acceptance, tenderer shall pay a Security Deposit of Rs.5,00,000 /- of contract to be awarded within 7 days, in the form of only **NEFT/RTGS/Banker's Cheque /Demand Draft/Bank Gaurantee** in favor of Central Medical Service Society. The Security Deposit in any other form like Cash/ Postal-Order will not be accepted.

- (ii) The 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.**
- (iii) 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.**
- (iv) All notices or communications relating to and arising out of this tender and any consequent agreement or any of the terms thereof shall be considered duly served on or given to the Tenderer if delivered to it or left at the premises, places of business or abode as provided by the tenderer.**
- (v) If the tenderer fails to execute the agreement and/or to deposit the required security deposit within the time specified or withdraws the tender, after the intimation of the acceptance of the tender or owing to any other reasons to undertake the contract, the contract will be cancelled and the Earnest Money Deposit deposited by the tenderer along with the tender shall stand forfeited by the CMSS and the firm will also be liable for all damages sustained by the CMSS apart from blacklisting and other penal actions.**

13. METHODOLOGY FOR EMPANELMENT

For placing orders the following procedures will be adopted:

- (i) Technically responsive tenders will be empanelled based only on the "All Inclusive Price", i.e. Rate per Unit inclusive of all taxes, duties & any other incidental charges as given in **Annexure-X accepted by tenderer**.**
- (ii) Technically responsive tenderers as per eligibility criteria will be declared as the Empanelled tenderer. In present case, items wise Empanelled tenderer will be identified.**
- (iii) The Tenderer, who has been declared as Empanelled tenderer for certain item(s), shall within 15 days of the acceptance of the tender execute necessary Agreement for the analysis of the items and deposit the required Security Deposit amount. On execution of the Agreement and security deposit amount, Work order shall be issued for Analysis.**

- (iv) In order to maintain supplies / smooth testing of samples, the CMSS may empanel more than one Laboratories for every product. The CMSS will limit the value of orders to the testing capacity of Laboratory.
- (v) If the Laboratory has failed to analyze the required Drugs within the stipulated time or within the extended time, or any major observation found against analysis as the case may be, CMSS will cancel such Analysis orders and on cancellation, CMSS will place Analysis Orders with other Tenderers at the risk and cost of the defaulted Laboratory.
- (vi) CMSS at its discretion may empanel single or two labs at fixed rates and CMSS will give business based on randomly selected laboratory by E-aushadhi IT based web system or CMSS reserve the right to divide the business among the empaneled laboratory to have secrecy.
- (vii) If any medicines and other items indent received in future offer for analysis at fixed rates from the technically as well as commercial qualified laboratories shall be asked for testing of such additional products.

14. ANALYSIS AND REPORTING CONDITIONS

- a) On empanelment and entrustment of the job, the Analytical Laboratory shall furnish the test reports within the time specified below (stipulated time period):-
 - I. The labs shall mandatorily receive the samples in the IT enabled E-Aushadhi web system of CMSS within **3 days** of delivery of samples at laboratory as per Indian post/courier (as verified by docket details).
 - II. QC reports to be released within 10 days from receipt of the sample as explained in clause 14(I), in case of single content non-sterile items.
 - III. QC reports to be released within 15 days from receipt of the sample as explained in clause 14(I), in case of multiple content non-sterile items.
 - IV. QC reports to be released within 21 days from receipt of the sample as explained in clause 14(I), in the case of Injectables and other sterile items.
 - V. Samples need to be tested on 21 CFR compliant instruments.
 - VI. Reports shall be uploaded by the laboratory on the web based IT system of CMSS (E-Aushadhi) and simultaneously scanned copy to be emailed to CMSS Head office.
 - VII. The hard copy of the duly signed COA shall be couriered to the Head office. Raw data and COA of each batch shall be provided.
 - VIII. In case of failure of a sample, the result shall be communicated immediately to CMSS warehouse and HO by phone & email. The Hard copy of COA shall be immediately sent to CMSS H.Q. via email.

IX. If laboratory fails to perform the services within the time frame incorporated as stipulated above CMSS shall without prejudice to other rights and remedies available under contract, deduct the contract charges, as liquidated damages a sum equivalent to 2.0 % testing charges per day (all inclusive) on delayed services until actual performance subject to a maximum LD of 10 % of the testing charges.

X. In case a lab repeatedly defaults on timely furnishing reports as stipulated above, CMSS reserves right to initiate action including forfeiture of security deposit and/or debarring or disqualification of testing lab in accordance with instructions contained in DoE guidelines vide OM No. F.1/20/2018/PPD dt. 02.11.2021.

b) In all report where there is some value assigned to result then the report shall mention the actual value and permissible limits. In case of dissolution, uniformity of weight / content the minimum and maximum values are to be provided. "COMPLIES" or "PASSES" in the result column of the report will be treated as incomplete report, if the result has some value. However, in case sterility test result as 'COMPLIES' / 'PASSES' will be acceptable.

c) Every test report must have remarks i.e. of Standard Quality or Not of Standard Quality. Reports shall be sent on Form-39 as specified in Drugs and Cosmetics Act, 1940 and Rules there under, 1945.

d) Certificate of analysis (COA) shall be in A4 size paper of good quality and shall have serial no. of the test, Description (name) of the test, Specifications and Result and test method.

e) COAs shall be attached along with Spectra, Chromatographs or other instrument print outs if applicable.

f) If in any circumstances (like break down of instrument, non-availability of reference standard etc.) the Analytical Laboratory is unable to undertake analysis for a sample, the same shall be reported within 24 hours of receipt of such a sample by FAX or Email and the sample shall be returned to the Pharmacist of the CMSS warehouse from whom the sample has been received.

g) If any sample is received in a damaged/open/tempered condition by the laboratory, the sample shall not be analyzed and the information shall be sent immediately to the Pharmacist of the CMSS warehouse from whom the sample has been received.

h) Deliberate omission of any test will be viewed seriously and shall invite action against the laboratory as deemed fit by CMSS.

15. TEST METHOD

(i) All the tests are to be performed as per pre-defined specifications and test methods. If the product monograph is available in current Indian Pharmacopoeia (IP) then the

product shall be analysed as per the individual monograph given in IP and the tests mentioned under general requirements of the product's dosage form in IP.

- (ii) If the product monograph is not available in current IP but it is available in immediate previous edition of IP, then that IP monograph and general requirements under the product's dosage form shall be used for test method.
- (iii) If the product monograph is not available either in current IP or in immediate previous edition of IP then other pharmacopoeias like British Pharmacopoeia (BP), European Pharmacopoeia (Eu.Phr.), United States Pharmacopoeia (USP), **The International Pharmacopoeia (WHO)**, Japanese Pharmacopoeia, Chinese Pharmacopoeia or other Pharmacopoeia/ Standard mentioned in Annexure-I shall be used.
- (iv) **Microbiological test is compulsory in Anti TB drugs and STI/RTI kits.**
- (v) **Leak test shall also be performed in case of Blister packs/strips packs in Anti TB drugs as additional test.**

16. **PAYMENT PROVISIONS**

- (i) No advance payments towards costs of analysis of drugs will be made to the Tenderer.
- (ii) The payment towards analysis of drugs or other items as indicated in the tender 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-IX) to make the payment through RTGS/ Core Banking/ NEFT and the change of Bank Account during the Validity of the tender will not be entertained normally.
- (iii) All bills/Invoices shall be raised in duplicate and the bills shall be drawn in the name of CENTRAL MEDICAL SERVICES SOCIETY Ministry of Health & Family Welfare (Government of India) 2nd floor, Vishwa Yuvak Kendra, Pt. Uma Shankar Dikshit Marg, Teen Murti Marg, Opposite Police Station Chankaya Puri, New Delhi-110021 or in the name of any other authority as may be designated.
- (iv) Payment shall be made only on completion of analysis of items ordered in individual order for analysis. The CMSS shall endeavor to make payment within 30 days of receipt of bill.
- (v) No advance payment towards any analysis will be made. No payment will be made for incomplete analysis or incomplete report.
- (vi) Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other taxes as applicable will be made from the bills payable at rates as notified from time to time by Government of India.

17. PENALTIES:

- (i) If the successful tenderer fails to execute the agreement and payment of security deposit within the time specified or withdraws the tender after intimation of the acceptance of the tender has been sent to or owing to any other reasons, it is unable to undertake the contract, the empanelment will be cancelled and the Earnest Money Deposit or/and Performance Guarantee if any deposited by the tenderer will also be forfeited and it shall be liable for all damages sustained for reasons of breach of tender conditions. Such damages shall be assessed by the DG & CEO, CMSS whose decision shall be final.
- (ii) Non performance of any tender or empanelment conditions will debar or disqualify a laboratory in accordance with instructions contained in DoE guidelines vide OM No. F.1/20/2018/PPD dt. 02.11.2021.
- (iii) To assess the correctness of the test results being given by the Empanelled laboratory, at random samples could also be sent simultaneously to the Government Analyst or other empanelled laboratory for testing and if any variation is found the result would be informed to empanelled laboratory. If there is any variation in the analytical reports furnished by the empanelled laboratory with the Government Laboratory for 3 times in assay, dissolution, impurities, sterility, Endotoxins etc. critical tests, in a year, the empanelled laboratory will be debarred or disqualified in accordance with instructions contained in DoE guidelines vide OM No. F.1/20/2018/PPD dt. 02.11.2021.
- (iv) If it is revealed that the analytical Laboratory is involved in any form of fraud and collusion with the tenderers of CMSS, the Analytical Laboratory will be debarred or disqualified in accordance with instructions contained in DoE guidelines vide OM No. F.1/20/2018/PPD dt. 02.11.2021. The tenderers shall also be liable for action under criminal law and the matter will be notified to the concerned Department for penal action against them.
- (v) The DG & CEO will be at liberty to terminate the empanelment of any laboratory either wholly or in part at one month's notice. The tenderer will not be entitled for any compensation whatsoever in respect of such termination.
- (vi) In all matters pertaining to the tender, the decision of the DG & CEO, CMSS shall be final and binding.
- (vii) In the event of any dispute arising out of the tender such dispute would will be dealt with in line with clause 22 of this tender document.

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

- (i) The CMSS, without prejudice to any other contractual rights and remedies available to it (the CMSS), May, by written notice of default sent to the tenderer, terminate the contract in whole or in part, if the tenderer fails to perform any contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the purchaser.
- (ii) In the event of the CMSS terminates the contract in whole or in part, the CMSS may procure the services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the testing laboratory shall be liable to the CMSS for the extra expenditure, if any, incurred by the CMSS for arranging such services.
- (iii) Unless otherwise instructed by the CMSS, the testing laboratory shall continue to perform the contract to the extent not terminated.
- (iv) If the testing laboratory becomes bankrupt or otherwise insolvent, the CMSS reserves the right to terminate the contract at any time, by serving written notice to the testing laboratory without any compensation, whatsoever, to the testing laboratory, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and/or will accrue thereafter to the CMSS.
- (v) The CMSS reserves the right to terminate the contract, in whole or in part for its convenience, by serving a three months written notice on the testing laboratory at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the CMSS. The notice shall also indicate interalia, the extent to which the testing laboratory's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- (vi) The services (testing of samples) which are complete and ready in terms of the contract for delivery and performance within thirty days after the testing laboratory's receipt of the notice of termination, shall be accepted by the CMSS following the contract terms, conditions and prices. For the remaining services, the CMSS may decide:
 - (vii) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and/or
 - (viii) To cancel the remaining portion of the services and compensate the tenderer by paying an agreed amount for the cost incurred by the tenderer towards the remaining portion of the services.

19. FORCE MAJEURE:

- (i) Notwithstanding the provisions contained in clauses 14 and 15 the testing laboratory shall not be liable for imposition of any such sanction so long the delay and/or failure of the testing laboratory in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- (ii) For purposes of this clause, Force Majeure means an event beyond the control of the testing laboratory and not involving the testing laboratory's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the CMSS either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.
- (iii) If a Force Majeure situation arises, the testing laboratory shall promptly notify the CMSS in writing of such conditions and the cause thereof within seven days of occurrence of such event. Unless otherwise directed by the CMSS in writing, the testing laboratory shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- (iv) If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- (v) In case due to a Force Majeure event the CMSS is unable to fulfill its contractual commitment and responsibility, the CMSS will notify the testing laboratory accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

20. 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 in tended to be done in pursuance of the tender.

21. PROHIBITION OF INFLUENCING CMSS BY THE TENDERER:

- (i) No tenderer 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 tenderer to influence the CMSS in the bid evaluation, bid comparison or contract award decisions may result in rejection of the tenderer's bid.
- (iii) The tenderer 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 tenderer to bring to bear extraneous pressures on the Tender Accepting Authority, Inviting Authority or Tender Evaluation Committee, shall be sufficient reason to disqualify the tenderer.
- (iv) Notwithstanding anything contained in clause (iii) above the Tender Inviting Authority or the Tender Accepting Authority, may seek bonafide clarifications from tenderers relating to the bids submitted by them during the evaluation of bids.

22. RESOLUTION OF DISPUTES

- (i) The CMSS and the tenderer 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 tenderer 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.

23. JURISDICTION

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

ANNEXURE-I**List of Drugs with Ref Specifications and Fixed Charges per batch with GST**

Sl. No.	Name of the Item/ Drug Name	Reference Spec	Total Charges per Batch with GST (In Rs.)
1	Each FDC tablet contains: Isoniazid 75 mg Rifampicin 150 mg Pyrazinamide 400 mg Ethambutol Hydrochloride 275 mg	IP	7000
2	Each FDC tablet contains: Isoniazid 75 mg Rifampicin 150 mg Ethambutol Hydrochloride 275 mg	IP	5500
3	Each dispersible FDC tablet contains: Isoniazid IP 50mg + Rifampicin IP 75mg + Pyrazinamide IP 150mg	IH	5500
4	Each dispersible FDC tablet contains: Isoniazid IP 50mg + Rifampicin IP 75mg	IH	4500
5	Tabs- Isoniazid IP 50 mg	IP	3500
6	Tabs- Isoniazid IP 75 mg	IP	3500
7	Tabs- Isoniazid IP 100 mg	IP	3500
8	Tabs- Isoniazid IP 300 mg	IP	3500
9	Tabs- Ethambutol Hydrochloride IP 400 mg	IP	3500
10	Tabs- Ethambutol Hydrochloride IP 100 mg/200 mg/800 mg	IP	3500
11	Dispersible Tab Ethambutol Hydrochloride 100 mg	IH	3500
12	Tab- Rifampicin 75 mg	IP	3500
13	Capsule- Rifampicin IP 150 mg	IP	3500
14	Capsule- Rifampicin IP 300 mg	IP	3500
15	Capsule- Rifampicin IP 450 mg	IP	3500
16	Tabs- Ethionamide 125 mg/250 mg	IP	3500
17	Dispersible Tab Ethionamide 125 mg	IH	3500
18	Tabs- Pyrazinamide IP 150 mg/400mg/500 mg/750mg	IP	3500
19	Dispersible Tab Pyrazinamide 150 mg	IH	3500
20	Capsule- Cycloserine 125mg/ 250 mg	IP	3500
21	Tabs- Pyridoxine 25mg	IP	3500
22	Tabs- Pyridoxine 50 mg	IP	3500
23	Tabs- Pyridoxine 100 mg	IP	3500
24	Tabs- Levofloxacin 250 mg	IP	3500
25	Tabs- Levofloxacin 500 mg	IP	3500
26	Dispersible Tab Levofloxacin 100 mg	IH	3500
27	Caps Rifabutin 150 mg	IP	3500
28	Tabs- Linezolid – 600mg	IP	3500
29	Tabs- Moxifloxacin 400mg	IP	3500
30	Dispersible Tab Moxifloxacin 100mg	IH	3500
31	Capsule- Clofazimine –100mg	IP	3500
32	Tabs - Clofazimine – 50mg	IH	3500
33	Efavirenz tablets 200 mg	IP	3500
34	Efavirenz tablets 600 mg	IP	3500
35	Fixed Dose Combination of Zidovudine, Lamivudine & Nevirapine containing Zidovudine 300 mg, Lamivudine 150mg, Nevirapine 200mg	IP	5000

Sl. No.	Name of the Item/ Drug Name	Reference Spec	Total Charges per Batch with GST (In Rs.)
36	Fixed Dose Combination of Atazanavir and Ritonavir containing Atazanavir 300 mg, Ritonavir 100 mg	IP	4000
37	Fixed Dose Combination of Zidovudine, Lamivudine & Nevirapine containing Zidovudine 60 mg, Lamivudine 30 mg, Nevirapine 50 mg	IP	5000
38	Fixed Dose Combination of Abacavir & Lamivudine (Paediatric) containing Abacavir 60 mg, Lamivudine 30 mg	IH	4000
39	Tabs-Nevirapine 50 mg	IP	3000
40	Capsule -Lopinavir 40mg +Ritonavir 10 mg (Pellets)	IH	4500
41	Tabs Nevirapine -200 mg	IP	3000
42	Tabs Tenofovir 300 mg + Lamivudine 300 mg	IP	4000
43	Tabs Zidovudine 300 mg + Lamivudine 150 mg	IP	4000
44	Tabs Abacavir 600 mg +Lamivudine 300 mg	IP	4000
45	Tabs Lopinavir 200mg +Ritonavir 50 mg	IP	4000
46	Tabs Zidovudine 60 mg + Lamivudine 30 mg	IH	4000
47	Lopinavir 100 mg + Ritonavir 25 mg sachet/Capsule containing Pellets/Granules	IH	4000
48	Tab Sofosbuvir 400 mg	IP	3000
49	Tab Daclatasvir 30 mg / 60 mg	IP	3000
50	Tab Sofosbuvir 400 mg+ Velpatasvir 100 mg	IP	4000
51	Cap Ribavirin 200 mg	IP	3000
52	Capsule- Miltefosine 50mg /10mg	IP	3500
53	Tabs-Diethyl Carbamazine Citrate 100 mg	IP	3000
54	Inj. paromomycin IM 375 mg of 2 ml / Amp.	IH	5000
55	Artemether and Lumefantrine Tab. Contains- Artemether IP 20 mg and Lumefantrine 120 mg. for adults (> 14 years) -White color	IP	4500
56	Artemether and Lumefantrine Tab. Contains- Artemether IP 20 mg and Lumefantrine 120 mg. for age (9- 14 years).-Red color	IP	4500
57	Artemether and Lumefantrine Tab. Contains- Artemether IP 20 mg and Lumefantrine 120 mg. for age (3- 8 years)-Green color	IP	4500
58	Artemether and Lumefantrine Tab. Contains- Artemether IP 20 mg and Lumefantrine 120 mg. for age (< 3- years)-Yellow color	IP	4500
59	ACT Combi Blister Pack (Pink Colour) (0 – 1 year) Each Combi Blister Pack : containing 3 Artesunate Tabs. (each tablet contains Artesunate IP 25mg and 1 Tabs- Pyrimethamine and Sulphadoxine IP contains Pyrimethamine IP 12.5 mg and Sulphadoxine IP 250 mg.	IP/IH	4000
60	ACT Combi Blister Pack (Yellow Colour) (1 – < 4 year), Each Combi Blister Pack: containing 3 Artesunate Tabs. each tablet contains Artesunate IP 50mg and 1 tabs Pyrimethamine and Sulphadoxine IP contains Pyrimethamine IP 25 mg and Sulphadoxine IP 500 mg.	IP/IH	4000
61	ACT Combi Blister Pack (Green Colour) (5 – 8 year) Each Combi Blister Pack: containing 3 Artesunate Tabs. each tablet contains Artesunate IP 100 mg and 1 tabs Pyrimethamine and Sulphadoxine IP contains Pyrimethamine IP 37.5 mg and Sulphadoxine IP 750 mg.	IP/IH	4000
62	ACT Combi Blister Pack (Red Colour) (9 – 14 year) Each Combi Blister Pack: containing 3 Artesunate Tabs.(each tablet contains Artesunate IP 150 mg and 1 tabs Pyrimethamine and Sulphadoxine IP contains Pyrimethamine IP 25 mg and Sulphadoxine IP 500 mg.	IP/IH	4000

Sl. No.	Name of the Item/ Drug Name	Reference Spec	Total Charges per Batch with GST (In Rs.)
63	ACT Combi Blister Pack (White Colour) for Adults. Each Combi Blister Pack: containing 3 Artesunate Tabs. (Each tablet contains Artesunate IP 200 mg and 2 tabs Pyrimethamine and Sulphadoxine IP contains Pyrimethamine IP 37.5 mg and Sulphadoxine IP 750 mg. or 3 Tabs. of Pyrimethamine and Sulphadoxine IP contains Pyrimethamine IP 25 mg and Sulphadoxine IP 500 mg.	IP/IH	4000
64	Emergency Contraceptive Pills –Levonorgestrel Tablets 1.5 mg	IP	4000
65	Kanamycin Inj. IP Kits Each vial contains - Kanamycin Acid Sulphate IP equivalent to Kanamycin 500 mg/ 1000 mg.	IP	5000
66	Capreomycin Injection IP Each vial contains Capreomycin Sulphate IP equivalent to Capreomycin 500 mg	IP	5000
67	Capreomycin Injection IP Each vial contains Capreomycin Sulphate IP equivalent to Capreomycin 750 mg	IP	5000
68	Capreomycin Injection IP Each vial contains Capreomycin Sulphate IP equivalent to Capreomycin 1000 mg.	IP	5000
69	Water for Injection	IP	3000
70	Na-PAS 4 gm Each sachet shall contain 4 gram of enteric coated Sodium Aminosalicylate granules Each Gram of Granules contain - Sodium Aminosalicylate IP 800 mg	IP/IH	3000
71	Chhaya-Asha/Free Supply Centchroman (Ormeloxifene Hcl) IP 30 mg)	IP	3500
72	Tab Rifapentine 150 mg	IH	3500
73	3HP Tab Rifapentine 300 mg + Isoniazid 300 mg	IH	3500
74	Tabs-Tenofovir 300 mg	IP	3000
75	Tabs-Entecavir IP 0.5 mg ,1 mg	IP	3500
76	Syrup- Zidovudine IP 50 mg	IP	3500
77	Tabs-Tenofovir 300 mg+ Lamivudine 300 mg+ Dolutegravir 50 mg (TLD)	IP	5500
78	Tabs- Dolutegravir 50 mg	IP	3000
79	Tabs- Darunavir 600 mg	IP	3000
80	Tabs- Ritonavir 100 mg	IP	3000
81	IFA Tabs / Syrups (Ferrous sulphate and Folic acid tablets IP)	IP	4500
82	Buprenorphine 0.4 mg/ 2mg [330]	IP	3500
83	Syrup Nevirapine [264]	IP	3000
84	Zidovudine 300mg , Lamivudine 150 mg & Nevirapine 200mg / Tablets [115]	IP	5000
85	Tablet Ivermectin 3mg [305]	IP	3500
86	Zidovudine 60 mg, Lamivudine 30 mg & Nevirapine 50 mg / Tablets [118]	IP	5000
87	Ambisome Inj. 50 mg / Vials [75]	IP	5000
88	STI/RTI Kit- 1 contains Azithromycin 1gm and Cefixime 400 mg (1 tablet each) [331]	IP	6000
89	STI/RTI Kit- 2 contains Secnidazole 1 gm- 2 tablets and Fluconazole 150 mg- 1 tab [332]	IP	6000
90	STI/RTI Kit- 3 contains Azithromycin 1 gm- 1 tab [333]	IP	3000
91	STI/RTI Kit- 4 contains Azithromycin 1 gm 1 tab. and Doxycycline 100 mg 30 tabs/Caps [334]	IP	6000
92	STI/RTI Kit- 5 contains Acyclovir 400 mg - 21 tab	IP	3000
93	STI/RTI Kit- 6 contains Cefixime 400 mg- 1 tab., Doxycycline 100 mg 28 tabs/Caps and Metronidazole 400 mg 28 tabs	IP	9000
94	STI/RTI Kit- 7 contains Azithromycin 1 gm 1 tab. and Doxycycline	IP	6000

Sl. No.	Name of the Item/ Drug Name	Reference Spec	Total Charges per Batch with GST (In Rs.)
	100 mg 42 Tabs/Caps		
95	Inj. Medroxyprogesterone Acetate IP. Each vial contains Medroxyprogesterone Acetate IP 150 mg/ml including 1 Sterile Disposable Single Syringe 2 ml with Needle + Alcohol Swab	IP and IS 10258(3):2021 /ISO 7886-3:2020) for Syringe, IS 10654:2002 for needle	9000
96	Tabs-Delamanid 50 mg	IH	4000
97	Inj. Benzathine Penicillin (2.4 Million Unit) with water for Injection 10 ml.	IP	5000
98	Artesunate Injections/Kits (Artesunate Injection IP with Sodium Bicarbonate Injection IP, Sodium Chloride Injection IP) (Along with Disposable Syringe And Needle)]	IP and IS 10258(3):2021 /ISO 7886-3:2020) for Syringe, IS 10654:2002 for needle	12000
99	Amphotericin-B for Injection for Kala-Azar / Vials [76]	IP	5000
100	Buprenorphine-Naloxone 2/0.5mg Combination Tablet	IP	5000
101	Isoniazid 100 mg dispersible tablet	IH	3500
102	Dolutegravir 10 mg dispersible tablet	IH	3500
103	Capsule Ritonavir 100 mg	IP	3000
104	Oral Contraceptive Pills contains - Levonorgestrel 0.15 mg Ethinyloestradiol Tablets 0.03 mg One tablets of Ferrous Fumarate Tablets 60 mg	IP	8000

For products with In House specification reference Specifications and Test Methods shall be provided to Lab by CMSS after finalization of drug procurement tenders/supplier and prior to sending samples to Lab.

For Sr. no. (ii) For empanelment of laboratories for analysis of drugs and other items for future requirements (i.e. for additional drugs/injections/needle/syringe and other medical devices) for a period of two years.

1. The laboratory which will be empaneled for Sr. (i) shall also be empaneled for Sr. (ii) based on meeting technical as well as commercially requirement as per clause no. 4.
2. For any future needs (i.e. for a new drugs/injections/needle/syringe and other medical devices) offer for analysis at fixed rates from the technically as well as commercial qualified laboratories shall be asked for testing of such additional products. However, laboratory shall have required certifications for the drugs in question.

ANNEXURE-II**TENDER FORWARDING LETTER**

(To be given on Company Letter Head)

Date:

To,
DG&CEO,
Central Medical Services Society
Vishwa Yuvak Kendra, Teen Murti Marg,
New Delhi-110021

Sub: Acceptance of Terms & Conditions of Tender.

Tender No: _____

Name of Tender: - Online tender
for.....

Dear Sir,

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

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

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

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

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

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

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred in accordance with DoE guidelines vide OM No. F.1/20/2018/PPD dt. 02.11.202.

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

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

including the forfeiture of the full said earnest money deposit /performance security absolutely.

Yours Faithfully,

(Signature of the Tenderer, with Official
Seal)

ANNEXURE-III**DETAILS OF E.M.D. SUBMITTED for Sr no. (i) and Sr no. (ii)**

We herewith submit the E.M.D. of Rs.1,00,000 in the form of Demand Draft / RTGS/NEFT/Banker's Cheque or Bank Guarantee bearing No._____ Dated: _____ drawn on _____ Bank _____ Branch in favor of CMSS for the following items of drugs: **refer Annexure-I.**

List of Items:

Name:

Designation:

Date:

Signature and seal of the Tenderer_____

PROFORMA FOR PERFORMANCE STATEMENT**(FOR A PERIOD OF ANY 2 yrs i.e., 2020-2021, 2021-2022, 2022-23, 2023-24 and 2024-2025)**

Name of the Laboratory: _____

Address: _____

List of QC analyst with experience _____

List of Instrument with make model, calibration and Qualification dates: _____

Sr. No.	Date of Analysis (chronological order)	Product Name	No. of Samples Analyzed	Customer (Private/Cent Govt/State Govt.)	Average Analysis Timeline per batch
1					
2					
3					
4					
5					
6					

Name:

Designation:

Date:

Signature and seal of the Tenderer_____

Date:

Seal:

Signature of Auditor/ Chartered Accountant
(Name in Capital)

ANNEXURE-V**ANNUAL TURN OVER STATEMENT**

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

Sl. No.	Financial Year	Turnover in Lakhs Rs
1.	2022-2023	-
2.	2023-2024	-
3.	2024-2025	-
Total		Rs. _____.

Average Turnover Per Annum in anyyears mentioned above-

Rs._____.

Date:
Seal:

Signature of Auditor/ Chartered Accountant
(Name in Capital)

CHECK LIST

Sr. No.	List of Documents	Yes	No	Page No.
1.	A Checklist (Annexure-VI) indicating the documents submitted with the tender document and their respective page number			
2.	Authorization letter nominating two responsible persons of the tenderer to transact the business with the Tender inviting Authority			
3.	Tender document and other documents of submitted bid are properly page numbered and signed by the authorized signatory of the Tenderer with office seal. The documents are serially arranged.			
4.	List of items quoted and their Monthly Analysis capacity and Timeline Annexure-XVIII			
5.	Duly attested photocopy of valid license under the Drugs & Cosmetics Act 1940 by concern State Drug Control Department and previous Lic from 01 Dec 2020.			
6.	Duly attested copy of NABL certificate in accordance with standard ISO/IEC-17025 and previous NABL certificates from 01 Dec 2020.			
7.	Undertaking on company's letterhead for Non-Conviction in year 2023 and 2024.			
8.	The Tender Forwarding Letter Annexure - II			
9.	Details of EMD Submitted Annexure-III			
10.	Performa for Performance Statement Annexure-IV			
11.	Annual turnover statement for any 2 years i.e., 2022-23 or 2023-24 or 2024-2025 Annexure-V			
12.	Copies of Balance Sheet & Profit & Loss Account for last two years i.e., 2022-23 or 2023-24 or 2024-2025			
13.	Microbiological Facility Details Annexure-VIII			
14.	Mandate Form Annexure-IX			
15.	Fixed Rate Price Bid Annexure-X			
16.	Bank Guarantee for EMD Annexure-XI			
17.	Bank Guarantee for Security Deposit Annexure-XII			
18.	No Deviation Certificate Annexure-XIV			
19.	Near Relative Certificate Annexure-XV			
20.	Original Notarised undertaking by MSE companies Annexure XVI for Exemption of EMD in physical form deposited			
21.	Undertaking for land border sharing with India Annexure-XVII			
22.	The instrument such as power of attorney, resolution of board etc. authorizing an officer of the tenderer duly signed by the Authorized signatory of the Laboratory and such authorized officer of the tenderer shall sign the tender document.			
23.	List of Sophisticated instruments with numbers and make/model			
24.	List of 21 CFR compliant instruments with instrument ID on which CMSS Samples shall be analyzed.			
25.	Udyam Registration certificate			
26.	Copy of Original cancelled cheque with Mandate Form			

27.	Undertaking for Debarring as per DoE guidelines (Annexure XIX)			
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NOTE:

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

M/s _____
For Self and Firm / Company Ltd.
Signature and Seal

ANNEXURE-VII**ACCEPTANCE LETTER FORMAT**

(In CMSS Letter-Head)

To,
M/s:
Address:

Kind Attn:

Sub: Acceptance of Tender for analysis of Drugs and other items of CMSS for 2 years 2026-28.

Ref: 1) CMSS Tender No....., dated _____
2) Your Ref. No. _____

Dear Sir,

I am pleased to inform you that the above referred Tender for analysis of Drugs and other items for CMSS during the year 2026-28 have been accepted for following items:

Sr. No.	Item Code	Final quoted rate (w/o GST)	GST	Final quoted rate (w GST)
1				
2				
3				
4				

You are requested to pay Security Deposit of Rs. 5.00 lakh by Demand Draft or Banker's Cheque, within 7 days from the date of receipt of the letter and enter into an Agreement, within 15 days from the date of receipt of the letter. Non fulfillment to do so within the stipulated period will be treated as breach of tender terms & liable for forfeiture of EMD.

Thank you,
For Central Medical Services Society

(JD QA)

FACILITIES IN THE MICROBIOLOGICAL SECTION

I. LIST OF STOCK CULTURES AVAILABLE-

II. LIST OF EQUIPMENT / APPARATUS Date of installation Total number
(Ex. INCUBATORS ETC.)

Signature:

Name: _____

Designation:

Date:

Name of the Laboratory:

Office Seal:

ANNEXURE -IX**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:

(designation)

Company Seal

Signature
(Name of the person signing &

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

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

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

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

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

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

ANNEXURE-X

PACKET -2
PRICE –BID

CENTRAL MEDICAL SERVICES SOCIETY
NEW DELHI – 110001

TENDER FOR RATE AGREEMENT OF DRUGS FOR THE YEAR.....

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

(Below sheet is only for reference)

Tender Inviting Authority: DG & CEO, CMSS								
Name of Work: RATE CONTRACT FOR EMPANELMENT OF LABORATORIES FOR ANALYSIS OF DRUGS AND OTHER ITEMS FOR A PERIOD OF TWO YEARS.								
Tender No: CMSS/2025-26/TL/DRUGS/018								
Bidder Name :	PRICE SCHEDULE							
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Rates Fixed as per Annexure I of tender documents shall apply. Bidders are allowed to enter the Bidder Name and Values only.)								
NUMBER	TEXT #	NUMBER #	NUMBER	NUMBER				
SL. No.	Name of the Item	Testing Charge per Batch in Rs.	GST (In Rs.)	Total Charge per batch With GST (In Rs.)				
1	2	7	8	9				
1.01	Each FDC tablet contains: Isoniazid 75 mg Rifampicin 150 mg Pyrazinamide 400 mg Ethambutol Hydrochloride 275 mg				₹ 0.0000			
1.02	Each FDC tablet contains: Isoniazid 75 mg Rifampicin 150 mg Ethambutol Hydrochloride 275 mg				₹ 0.0000			
1.03	Each dispersible FDC tablet contains: Isoniazid IP 50mg + Rifampicin IP 75mg + Pyrazinamide IP 150mg				₹ 0.0000			
1.04	Each dispersible FDC tablet contains: Isoniazid IP 50mg + Rifampicin IP 75mg				₹ 0.0000			
1.05	Tabz- Isoniazid IP 50 mg				₹ 0.0000			
1.06	Tabz- Isoniazid IP 75 mg				₹ 0.0000			
1.07	Tabz- Isoniazid IP 100 mg				₹ 0.0000			
1.08	Tabz- Isoniazid IP 300 mg				₹ 0.0000			
1.09	Tabz- Ethambutol Hydrochloride IP 400 mg				₹ 0.0000			
1.1	Tabz- Ethambutol Hydrochloride IP 100 mg/200 mg/300 mg				₹ 0.0000			
1.11	Dispersible Tab Ethambutol Hydrochloride 100 mg				₹ 0.0000			
1.12	Tab- Rifampicin 75 mg				₹ 0.0000			

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 inwords**]) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the bid conditions, because the Tenderer :

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

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

[signature(s)]

Annexure-XII**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 Tenderer**] (hereinafter called "the Tenderer") 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 Tenderer, we [insert: **name of Bank**] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [insert: **amount in figures**] (____) [insert: **amount in words**]¹ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the Tender, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than the ___ day of _____, 2_____, and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[signature(s)]

ANNEXURE-XIII**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: <https://eprocure.gov.in/eprocure/app>

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 username 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 shall 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 in to 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 shall 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 shall 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, shall 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 100 dpi 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. Tenderers 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 shall 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 shall prepare the EMD as per the instructions specified in the tender document. The original shall 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, shall 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 shall 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 colored (unprotected) cells with their respective financial quotes and other details (such as name of the tenderer). No other cells shall be changed. Once the details have

been completed, the tenderer shall save it and submit it online, without changing the filename. 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 shall 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 asymmetric 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 therein shall 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) Analysis _____ by our Laboratory., _____ is as per the given IP/BP/USP PHARMACOPOEIA/INHOUSE SPECIFICATION OR AS PER TECHNICAL SPECIFICATIONS in the tender document & there is no deviation in relation to any conditions/requirements specified in the tender document.

Name:

Designation:

Date:

Signature and seal of the Tenderer_____

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. Authorized 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).

Name:

Designation:

Date:

Signature and seal of the Tenderer _____

Annexure-XVI**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 analysis of drugs and other items 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-III** of tender document.

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

4. In consideration of exempting M/s._____ (Proprietary Concern/ Firm / Company Ltd.) from payment of Earnest Money Deposit as indicated in the **Annexure-III** 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-XVII**UNDERTAKING FOR LAND BORDER SHARING WITH INDIA**

"We have read the clause regarding restrictions on procurement from entities having beneficial ownership of a country which shares a land border with India and on sub-contracting to contractors from such countries, as stipulated vide Department of Expenditure Order No F.7/10/2021-PPD (1), dated 23.02.2023 as amended till date of bid submission, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

- a) we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;
- b) we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

Name:

Designation:

Date:

Signature and seal of the Tenderer_____

Annexure-XVIII**LIST OF ITEMS QUOTED AND THEIR MONTHLY ANALYSIS CAPACITY AND TIMELINE**

Sl. No.	Name of the Item/ Drug Name	Monthly Capacity	Testing Timeline
1	Each FDC tablet contains: Isoniazid 75 mg Rifampicin 150 mg Pyrazinamide 400 mg Ethambutol Hydrochloride 275 mg		
2	Each FDC tablet contains: Isoniazid 75 mg Rifampicin 150 mg Ethambutol Hydrochloride 275 mg		
3	Each dispersible FDC tablet contains: Isoniazid IP 50mg + Rifampicin IP 75mg + Pyrazinamide IP 150mg		
4	Each dispersible FDC tablet contains: Isoniazid IP 50mg + Rifampicin IP 75mg		
5	Tabs- Isoniazid IP 50 mg		
6	Tabs- Isoniazid IP 75 mg		
7	Tabs- Isoniazid IP 100 mg		
8	Tabs- Isoniazid IP 300 mg		
9	Tabs- Ethambutol Hydrochloride IP 400 mg		
10	Tabs- Ethambutol Hydrochloride IP 100 mg/200 mg/800 mg		
11	Dispersible Tab Ethambutol Hydrochloride 100 mg		
12	Tab- Rifampicin 75 mg		
13	Capsule- Rifampicin IP 150 mg		
14	Capsule- Rifampicin IP 300 mg		
15	Capsule- Rifampicin IP 450 mg		
16	Tabs- Ethionamide 125 mg/250 mg		
17	Dispersible Tab Ethionamide 125 mg		
18	Tabs- Pyrazinamide IP 150 mg/400mg/500 mg/750mg		
19	Dispersible Tab Pyrazinamide 150 mg		
20	Capsule- Cycloserine 125mg/ 250 mg		
21	Tabs- Pyridoxine 25mg		
22	Tabs- Pyridoxine 50 mg		
23	Tabs- Pyridoxine 100 mg		
24	Tabs- Levofloxacin 250 mg		
25	Tabs- Levofloxacin 500 mg		
26	Dispersible Tab Levofloxacin 100 mg		
27	Caps Rifabutin 150 mg		
28	Tabs- Linezolid – 600mg		
29	Tabs- Moxifloxacin 400mg		
30	Dispersible Tab Moxifloxacin 100mg		
31	Capsule- Clofazimine –100mg		
32	Tabs - Clofazimine – 50mg		
33	Efavirenz tablets 200 mg		
34	Efavirenz tablets 600 mg		
35	Fixed Dose Combination of Zidovudine, Lamivudine & Nevirapine containing Zidovudine 300 mg, Lamivudine 150mg,		

Sl. No.	Name of the Item/ Drug Name	Monthly Capacity	Testing Timeline
	Nevirapine 200mg		
36	Fixed Dose Combination of Atazanavir and Ritonavir containing Atazanavir 300 mg, Ritonavir 100 mg		
37	Fixed Dose Combination of Zidovudine, Lamivudine & Nevirapine containing Zidovudine 60 mg, Lamivudine 30 mg, Nevirapine 50 mg		
38	Fixed Dose Combination of Abacavir& Lamivudine (Paediatric)containing Abacavir 60 mg, Lamivudine 30 mg		
39	Tabs-Nevirapine 50 mg		
40	Capsule -Lopinavir 40mg +Ritonavir 10 mg (Pellets)		
41	Tabs Nevirapine -200 mg		
42	Tabs Tenofovir 300 mg + Lamivudine 300 mg		
43	Tabs Zidovudine 300 mg + Lamivudine 150 mg		
44	Tabs Abacavir 600 mg +Lamivudine 300 mg		
45	Tabs Lopinavir 200mg +Ritonavir 50 mg		
46	Tabs Zidovudine 60 mg + Lamivudine 30 mg		
47	Lopinavir 100 mg + Ritonavir 25 mg sachet/Capsule containing Pellets/Granules		
48	Tab Sofosbuvir 400 mg		
49	Tab Daclatasvir 30 mg / 60 mg		
50	Tab Sofosbuvir 400 mg+ Velpatasvir 100 mg		
51	Cap Ribavirin 200 mg		
52	Capsule- Miltefosine 50mg /10mg		
53	Tabs-Diethyl Carbamazine Citrate 100 mg		
54	Inj. paromomycin IM 375 mg of 2 ml / Amp.		
55	Artemether and Lumefantrine Tab. Contains- Artemether IP 20 mg and Lumefantrine 120 mg. for adults (> 14 years) -White color		
56	Artemether and Lumefantrine Tab. Contains- Artemether IP 20 mg and Lumefantrine 120 mg. for age (9- 14 years).-Red color		
57	Artemether and Lumefantrine Tab. Contains- Artemether IP 20 mg and Lumefantrine 120 mg. for age (3- 8 years)-Green color		
58	Artemether and Lumefantrine Tab. Contains- Artemether IP 20 mg and Lumefantrine 120 mg. for age (< 3- years)-Yellow color		
59	ACT Combi Blister Pack (Pink Colour) (0 – 1 year) Each Combi Blister Pack : containing 3 Artesunate Tabs. (each		

Sl. No.	Name of the Item/ Drug Name	Monthly Capacity	Testing Timeline
	tablet contains Artesunate IP 25mg and 1 Tabs- Pyrimethamine and Sulphadoxine IP contains Pyrimethamine IP 12.5 mg and Sulphadoxine IP 250 mg.		
60	ACT Combi Blister Pack (Yellow Colour) (1 – < 4 year), Each Combi Blister Pack: containing 3 Artesunate Tabs. each tablet contains Artesunate IP 50mg and 1 tabs Pyrimethamine and Sulphadoxine IP contains Pyrimethamine IP 25 mg and Sulphadoxine IP 500 mg.		
61	ACT Combi Blister Pack (Green Colour) (5 – 8 year) Each Combi Blister Pack: containing 3 Artesunate Tabs. each tablet contains Artesunate IP 100 mg and 1 tabs Pyrimethamine and Sulphadoxine IP contains Pyrimethamine IP 37.5 mg and Sulphadoxine IP 750 mg.		
62	ACT Combi Blister Pack (Red Colour) (9 – 14 year) Each Combi Blister Pack: containing 3 Artesunate Tabs.(each tablet contains Artesunate IP 150 mg and 1 tabs Pyrimethamine and Sulphadoxine IP contains Pyrimethamine IP 25 mg and Sulphadoxine IP 500 mg.		
63	ACT Combi Blister Pack (White Colour) for Adults. Each Combi Blister Pack: containing 3 Artesunate Tabs. (Each tablet contains Artesunate IP 200 mg and 2 tabs Pyrimethamine and Sulphadoxine IP contains Pyrimethamine IP 37.5 mg and Sulphadoxine IP 750 mg. or 3 Tabs. of Pyrimethamine and Sulphadoxine IP contains Pyrimethamine IP 25 mg and Sulphadoxine IP 500 mg.		
64	Emergency Contraceptive Pills – Levonorgestrel Tablets 1.5 mg		
65	Kanamycin Inj. IP Kits Each vial contains - Kanamycin Acid Sulphate IP equivalent to Kanamycin 500 mg/ 1000 mg.		
66	Capreomycin Injection IP Each vial contains Capreomycin Sulphate IP equivalent to Capreomycin 500 mg		
67	Capreomycin Injection IP Each vial contains Capreomycin Sulphate IP equivalent to Capreomycin 750 mg		
68	Capreomycin Injection IP Each vial contains Capreomycin Sulphate IP equivalent to Capreomycin 1000 mg.		
69	Water for Injection		
70	Na-PAS 4 gm		

Sl. No.	Name of the Item/ Drug Name	Monthly Capacity	Testing Timeline
	Each sachet shall contain 4 gram of enteric coated Sodium Aminosalicylate granules Each Gram of Granules contain - Sodium Aminosalicylate IP 800 mg		
71	Chhaya-Asha/Free Supply Centchroman (Ormeloxifene Hcl) IP 30 mg)		
72	Tab Rifapentine 150 mg		
73	3HP Tab Rifapentine 300 mg + Isoniazid 300 mg		
74	Tabs-Tenofovir 300 mg		
75	Tabs-Entecavir IP 0.5 mg ,1 mg		
76	Syrup- Zidovudine IP 50 mg		
77	Tabs-Tenofovir 300 mg+ Lamivudine 300 mg+ Dolutegravir 50 mg (TLD)		
78	Tabs- Dolutegravir 50 mg		
79	Tabs- Darunavir 600 mg		
80	Tabs- Ritonavir 100 mg		
81	IFA Tabs / Syrups (Ferrous sulphate and Folic acid tablets IP)		
82	Buprenorphine 0.4 mg/ 2mg [330]		
83	Syrup Nevirapine [264]		
84	Zidovudine 300mg , Lamivudine 150 mg & Nevirapine 200mg / Tablets [115]		
85	Tablet Ivermectin 3mg [305]		
86	Zidovudine 60 mg, Lamivudine 30 mg & Nevirapine 50 mg / Tablets [118]		
87	Ambisome Inj. 50 mg / Vials [75]		
88	STI/RTI Kit- 1 contains Azithromycin 1gm and Cefixime 400 mg (1 tablet each) [331]		
89	STI/RTI Kit- 2 contains Secnidazole 1 gm- 2 tablets and Fluconazole 150 mg- 1 tab [332]		
90	STI/RTI Kit- 3 contains Azithromycin 1 gm- 1 tab [333]		
91	STI/RTI Kit- 4 contains Azithromycin 1 gm 1 tab. and Doxycycline 100 mg 30 tabs/Caps [334]		
92	STI/RTI Kit- 5 contains Acyclovir 400 mg - 21 tab		
93	STI/RTI Kit- 6 contains Cefixime 400 mg- 1 tab., Doxycycline 100 mg 28 tabs/Caps and Metronidazole 400 mg 28 tabs		
94	STI/RTI Kit- 7 contains Azithromycin 1 gm 1 tab. and Doxycycline 100 mg 42 Tabs/Caps		
95	Inj. Medroxyprogesterone Acetate IP. Each vial contains Medroxyprogesterone Acetate IP 150 mg/ml including 1 Sterile Disposable Single Syringe 2 ml with Needle + Alcohol Swab		
96	Tabs-Delamanid 50 mg		
97	Inj. Benzathine Penicillin (2.4 Million Unit) with water for Injection 10 ml.		

Sl. No.	Name of the Item/ Drug Name	Monthly Capacity	Testing Timeline
98	Artesunate Injections/Kits (Artesunate Injection IP with Sodium Bicarbonate Injection IP, Sodium Chloride Injection IP) (Along with Disposable Syringe And Needle)]		
99	Amphotericin-B for Injection for Kala-Azar / Vials [76]		
100	Buprenorphine-Naloxone 2/0.5mg Combination Tablet		
101	Isoniazid 100 mg dispersible tablet		
102	Dolutegravir 10 mg dispersible tablet		
103	Capsule Ritonavir 100 mg		
104	Oral Contraceptive Pills contains - Levonorgestrel 0.15 mg Ethinyloestradiol Tablets 0.03 mg One tablets of Ferrous Fumarate Tablets 60 mg		

Name:

Designation:

Date:

Signature and seal of the Tenderer_____

Undertaking for Debarring as per DoE guidelines**Dated:**

This is to declare and certify that that we (Bidder Name with address) since last three years our firm has not been blacklisted/banned/debarred by CMSS /State Government /Central Government/MOH&FW or any of the procurement agencies/Autonomous Bodies under the organization stated above or the Film/Company (as whole) has not been debarred as a whole by these organizations or any of its procurement agencies /Autonomous Bodies for quoted products.

Name:

Designation:

Date:

Signature and seal of the Tenderer_____