

Online Tender for Procurement of Semi-Major equipments for NTTLs

International Competitive Bidding

Bid No: CMSS/PROC/2022-23/NTTL/021

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

Telephones: 011-21410905, 21410906,

Email: - gmproc.cmss@gmail.com

agminderjeetyadav.cmss@gmail.com

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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	14.10.2022 at 05:00 p.m.
Bid Document Download Start Date and Time	14.10.2022 at 05:30 p.m.
Pre bid meeting	20.10.2022 at 11:00 a.m.
Last Date to submit Pre-Bid queries	20.10.2022 at 05:00 p.m.
Bid Submission Start Date and Time	01.11.2022 at 11:00 a.m.
Bid Document Download End Date & time	09.11.2022 at 4:00 p.m.
Bid Submission End Date and Time	09.11.2022 at 4:00 p.m.
Last Date of Submission of Original Documents	10.11.2022 at 3:00 p.m.
Bid Opening Date and Time	10.11.2022 at 4:00 p.m.

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

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

Address for Communication

: Central Medical Services Society,
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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Online Tender for Procurement of Semi-Major equipments for NTTLs

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

Tender Inviting Authority: DG&CEO, Central Medical Services Society, Office at Vishwa Yuvak Kendra, Pt. Uma Shankar Dikshit Marg, Teen Murti Marg, Chankayapuri, New Delhi – 110021 (hereinafter referred as **Tender Inviting Authority (TIA)** unless the context otherwise requires)

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

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

The list of items to be quoted and their specifications are given in Annexure-I. Bidder may quote for any or all schedules.

Bidders are requested to submit all documents with the bid as shown as checklist (Annexure-VII). NO CLARIFICATIONS may be sought from bidders. CMSS decision in this regard will be final and binding.

1. LAST DATE FOR RECEIPT OF TENDER

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

2. BID VALIDITY:

- i) The bid shall be valid for a period of 150 days from the date of opening of Packet 1 (Technical Bid).
- ii) In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the responses thereto shall be made in writing. The bid security provided under clause 9 shall also be suitably extended. A bidder may refuse the request without forfeiting his bid security. A bidder accepting the request and granting extension will not be permitted to modify his bid.

3. PRE BID MEETING/CLARIFICATIONS:

- i) A prospective bidder, requiring any clarification of the bid documents may notify the purchaser in writing or email at the purchaser's mailing address indicated in the Invitation of bid. The purchaser shall respond in writing (to 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 bidders shall form an integral part of bid documents and it may amount to an amendment of the relevant clauses of the bid documents.
- iv) The clarification if any will be uploaded at CPPP and on e-procurement website and bidder is expected to see the CMSS website for clarification before submitting the bid.

4. ELIGIBILITY CRITERIA

(a) The bidder should be an Indian or Overseas Manufacturer.

- The bidder should be the original Equipment Manufacturer (OEM) or subsidiary of the OEM in India or Indian Authorized Dealer:-
- In case the bidder is Manufacturer or subsidiary of the OEM in India – Self Declaration of Manufacturer should be given.
- In Case the bidder is not the manufacturer- Manufacturer Authorization form as per Annexure XIX (Should be signed by both, Manufacturer and Bidder}
- In case, bidder is Subsidiary of the OEM in India or Indian Authorized Dealer then the past supply criteria of the self/ principal (OEM) could be considered.
- The OEM/ Bidder of the equipment offered should be in the business of the supply and Installation or Commissioning of same/similar equipment for last 1 year.
- The bidder/ Manufacturer of the equipment offered should have supplied & installed minimum 1 nos. of same model in institutions under any Central/ State Government or Central/ State PSU's or local bodies or Any 200 or more bedded pvt. Hospital in the last three years ending date of opening packet 1. If the equipment is a new technology and introduction within previous 36 months, the experience in similar equipment may be acceptable. (PO copy to be attached)
- Satisfactory performance certificates (from Users) for the institutions under any Central/ State Government or Central/ State PSU's or local bodies or Any 200 or more bedded pvt. Hospital for the demanded or similar product issued/Installed in the last 5 years, the certificate issued not more than 6 months prior to date of submission of tender. The certificate should be on the institute's letter head and should be signed by the Head of the Institution/ Head of Deptt. With communication details along with Annexure IV.

- (b) Average Annual turnover for Tenderers in the last three years i.e. 2019-20, 2020-21 and 2021-2022 shall not be less than the following:

Schedule	Amount (in Rs.)
I	50 Lakh
II	50 Lakh
III	70 Lakh
IV	80 Lakh
V	60 Lakh

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

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

Note- For Authorized Agencies (non-manufacturers), the bidders can utilize the financial and past supply credentials of the principal

- c) Department of Expenditure, Ministry of Finance, GOI vide OM No:F.1/20/2018/PPD dtd. 02.11.2021 has issued guidelines on debarment of firms from bidding. The bidders blacklisted by any firm/company/ CMSS /State Govt. /Central Govt./its drug procuring agencies prior to issuance of DOE OMNo:F.1/20/2018/PPD dtd. 02.11.2021 are eligible to bid if:-The blacklisting order has been revised post facto with clearly mentioning of category (i) of OM No: F.1/20/2018/PPD dtd. 02.11.2021 and that the debarment is limited to the issuing ministry/department/ organization only. Such vendors should clearly mention the status of blacklisting in the undertaking to be submitted in compliance with clause 6.1 (t) of tender documents and also attach revised blacklisting order.

For blacklisting orders issued after 02.11.2021, the following shall be applicable: -

- If the blacklisting order is issued by DoE, the bid of blacklisted bidder shall be out rightly rejected.
- If the blacklisting order is issued by CPSUs, attached offices/autonomous bodies etc of MoHFW and MoHFW by written approval has delegated powers under Sr. no. (8) of OM dated

02.11.2021 to such organizations /bodies that the blacklisting is applicable only for the Procurement made by such organisation/bodies, the bid of such blacklisted bidders shall be accepted for further evaluation.

In absence of such delegation extended by MoHFW, the bid of the blacklisted bidder shall be rejected.

5. GENERAL CONDITIONS

- (i) A complete set of tender document may be downloaded by any interested eligible bidder from website: <https://eprocure.gov.in/eprocure/app> as per the schedule given in Critical Date Sheet. No cost for the Tender document shall be charged for the Tender documents downloaded by the Tenderers.
- (ii) All tenders must be accompanied with Earnest Money Deposit as specified against each schedule in **Annexure-III** of the Tender document.
- (iii) Tenders will be opened online therefore, the presence of tenderers/authorized representatives of the Tenderers is not necessary.
- (iv) Bidders are advised to watch for amendments, if any, which may be issued prior date of submission of bids by tender inviting authority on the website: www.cmss.gov.in and <https://eprocure.gov.in/eprocure/app> for which CMSS will not issue any separate communication to individual bidders.
- (v) All notices or communications relating to and arising out of this tender and any consequent agreement or any of the terms thereof shall be considered duly served on or given to the Tenderer if delivered to it or left at the premises, places of business or abode or sent at official email as provided by the Tenderer.
- (vi) **FORGERY/FRAUD BY BIDDERS/SUPPLIER :**
Genuineness of the papers/documents/certificates/ declaration submitted with bid is the responsibility of the bidder. Also the bidder should take utmost care in submitting undertakings/self declaration/certificates along with its bid. . If at any stage it is found that the papers/ documents/certificates/declaration/undertaking/ self certification submitted by the bidder are false/incorrect/suppressed/ misrepresented the actual fact or are not in order, are forged, manipulated, fabricated or altered, the bid or purchase order issued to the bidder is liable to be cancelled and further necessary action including forfeiture of its EMD/Security Deposit, debarring/blacklisting

against the bidder will be taken. Purchaser may also initiate police/legal action and request concerned statutory authority for cancellation of license issued to supplier for tendered items.

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

(vii) PATENT RIGHTS:

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

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

(viii) TERMINATION FOR DEFAULT:

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

(ix) **TERMINATION FOR INSOLVENCY:**

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

(x) **SET OFF:**

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

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

(xii) **BID SUBMISSION:**

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

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

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

(xiii) **NEAR RELATIVE CERTIFICATE:**

The bidder should give a certificate that none of his/her near relative as defined below is working in CMSS where he is going to apply for the tender. In case of Proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company

excluding Govt. of India/Financial Institutions nominees and independent non-official part time directors appointed by Govt. of India or the Governor of the state. Authorised signatory of bid may also sign this bid on behalf of the entire directors/ partners/ proprietor. Due to any breach of conditions by the company or firm or any other person the tender will be cancelled and bid security will be forfeited at any stage whenever it is noticed and CMSS will not pay any damage to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation for quoted item in the concerned unit.

The near relatives for this purpose are defined as:

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

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

6. TECHNICAL BID – “PACKET 1”

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

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

- (a) DD/FDR/RTGS/NEFT e-receipt or Bank Guarantee (if applicable) in respect of EMD as per Clause 9 of this Tender document or in case of MSE, a copy of their valid registration certificate in support of their being an MSE and a notarised undertaking given in Annexure VIII.
- (b) Tender Forwarding letter as per Annexure-II.
- (c) Duly notarized general power of Attorney (on non judicial stamp paper of worth Rs. 50/-) in favour of authorized signatory in case of partnership firm (to be signed by all partners) / proprietorship firm or board resolution

in case of a company to sign the bid and bind the bidder. The signature of authorized signatory should be duly attested. In case of proprietorship on its letter head of firm declares himself as proprietor with specimen signature.

- (d) The bidder should be an Indian or Overseas Manufacturer.
- The bidder should be the original Equipment Manufacturer (OEM) or subsidiary of the OEM in India or Indian Authorized Dealer.
 - In case the bidder is Manufacturer or subsidiary of the OEM in India – Self Declaration of Manufacturer should be given.
 - In Case the bidder is not the manufacturer- Manufacturer Authorization form as per Annexure XIX (Should be signed by both, Manufacturer and Bidder)
- (e) Must have a service unit in India to perform warranty and CAMC obligations. Certificate should be furnished in the format given in **Annexure-XX**.
- (f) The OEM/ Bidder of the equipment offered should be in the business of the supply and Installation or Commissioning of same/similar equipment for last 1 year.
- Capacity certificate issued by the Licensing Authority or chartered Accountant.
 - The bidder/ Manufacturer of the equipment offered should have supplied & installed minimum 1 nos. of same model in institutions under any Central/ State Government or Central/ State PSU's or local bodies or Any 200 or more bedded pvt. Hospital in the last three years ending date of opening packet 1. If the equipment is a new technology and introduction within previous 36 months, the experience in similar equipment may be acceptable. (Copies of PO to be submitted)
- (g) Satisfactory performance certificates (from Users) for the institutions under any Central/ State Government or Central/ State PSU's or

local bodies or Any 200 or more bedded pvt. Hospital for the demanded or similar product issued/Installed in the last 5 years, the certificate issued not more than 6 months prior to date of submission of tender. The certificate should be on the institute's letter head and should be signed by the Head of the Institution/ Head of Deptt. With communication details along with Annexure IV.

- (h) Non-Conviction Certificate issued by the FDA/ Drugs Controller of the State/ Any Competent Authority/ Self declaration by the Authorized person of bidder certifying that the firm/company has not been convicted and the products quoted have not been cancelled during last two years i.e. 2020-21 & 2021-22.
- (i) Annual turnover statement for 3 years i.e., 2019-20, 2020-21 & 2021-22 should be furnished in the format given in **Annexure-V** duly certified by the Chartered Accountant.
- (j) Copies of the audited Annual reports including the Balance Sheet and Profit and Loss Account along with all the annexure for the last three years i.e. 2019-20, 2020-21 & 2021-22.
- (k) Certificate of Incorporation in case of Companies or Copy of partnership deed in case of partnership firm or Declaration in case of being a proprietary firm.
- (l) Last three FY ITR acknowledgements with a copy of PAN and GST Registration Certificate indicating GST Number.
- (m) List of items quoted (the name and Model of the items quoted) and relevant annual production for the last 3 years as per the **Annexure-VI** and relevant quality standards certificates and Catalogue, Data Sheets and technical compliance statement clause by clause with Mentioned Model No & Make.
- (n) A Checklist (**Annexure-VII**) indicating the documents submitted with the tender document and their respective page numbers shall be enclosed with the tender document. The documents should be serially arranged.

- (o) Each page of submitted bid (along with tender document) be properly page numbered and shall be signed by the authorized signatory of the Tenderer with office seal.
 - (p) All the documents enclosed with the tender document should also be signed by the authorized signatory of the Tenderer.
 - (q) No Deviation Certificate as per **Annexure- XVII**.
 - (r) Near Relative Certificate as per **Annexure –XVIII**.
 - (s) Manufacturer Authorization Form as per **Annexure- XIX**/ Bidder is Manufacturer or subsidiary of the OEM in India – Self Declaration of Manufacturer should be given.
 - (t) Service Centre Details as per **Annexure-XX**
 - (u) Vendors are requested to fulfil the requirements of Ministry of Finance, Department of Expenditure, Procurement Policy Division Office Memorandum No.- 6/9/2020-PPD dated 24.08.2020.
 - (v) Tenderer should submit an Undertaking on Letter head to Compliance to Ministry of Finance, DOE order No- 6/18/2019-PPD dated 23.07.2020 as per Annexure-XX.
 - (w) Mandate form for RTGS as per Annexure-XII.
- 6.2 (a) **Original Bank Guarantee/ Notarised undertaking by MSE companies Annexure VIII** for Exemption of EMD in physical form is to be deposited with the Tender Inviting Authority upto bid submission end date and time as per prescribed in the critical date sheet. If the last date of deposit of original Bank Guarantee/ Notarised undertaking by MSE companies Annexure VIII for Exemption of EMD happens to be a central government holiday for offices located in New Delhi, next working day shall be treated as the last date of deposit. The original Bank Guarantee/ Notarised undertaking by MSE companies Annexure VIII for Exemption of EMD may be either deposited in person or by courier. If sent by courier, the tenderer has to send it in advance so as to make sure that the original Bank Guarantee/ Notarised undertaking by MSE companies Annexure VIII for Exemption of EMD is delivered to the Tender Inviting Authority by the date specified in critical date sheet. Failure to deposit the original Bank Guarantee/ Notarised undertaking by MSE companies Annexure VIII for Exemption of

EMD by the specified last date shall result in rejection of bid summarily.

(a) Conditional Bids shall be summarily rejected.

7. **PRICE BID-“Packet 2”**

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

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

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

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

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

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

- 8.1 To assist in the examination, evaluation and comparison of bids, the purchaser may, at his discretion ask the bidder for the clarification in its bid. The request for the clarification and response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained. Documents issued after the date of tender opening will not be accepted.
- 8.2 Tenderers are advised to submit all the required documents as per tender terms and conditions. Failure to submit shall result in rejection of bids. Clarifications (if required) to assist in the evaluation of bids will be asked by the purchaser only once. The tenderer is requested to reply in the given time by purchaser.
- 8.3 Presence of authorized official of the Tenderer is not necessary at the time of opening of Technical Bid - “Packet 1” as opening is online.
- 8.4 The purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 8.5 Prior to the detailed evaluation, pursuant to clause above, the purchaser will determine the substantial responsiveness of each bid to the bid documents for purposes of these clauses. A substantially responsive bid is one, which confirms to all the terms and conditions of the bid documents without material deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

- 8.6 A bid determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 8.7 The purchaser may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder. Such minor infirmity will be identified by the TEC and clarification in this regard may be called for.
- 8.8 Technical Evaluation Summary will be uploaded on CPPP Portal. The bidders are intimated that representations, if any, may be sent before price bid opening as per schedule indicated in uploaded summary. Any representations received after the indicated date and time would not be entertained **under any circumstances**. No new document would be allowed to be submitted at this stage.
- 8.9 "Packet 2" will be opened only for tenderers, who are found **techno-commercially** eligible on satisfying the criteria for technical evaluation and plant inspection **(wherever necessary)** based on the documents submitted in "Packet 1". Presence of authorized official of Tenderers is not necessary in opening of "Packet 2" as opening is online.
- 8.10 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected by the purchaser. If there is a discrepancy between words and figures, the amount in words shall prevail.

9. EARNEST MONEY DEPOSIT

- 9.1. (a) The Earnest Money Deposit (EMD) is payable by all Tenderers, for an amount indicated in **Annexure-III** UNLESS EXEMPTED under clause 9.2. In case a Tenderer is quoting for more than one item, the Earnest Money Deposit payable by such Tenderer shall be the aggregate total of the Earnest Money Deposit for all the items quoted by such Tenderer. The Tenderers are required to furnish the breakup of the Earnest Money Deposit for the items quoted in the format as per Annexure-III. The Earnest Money Deposit shall be paid by Account payee/

Demand Draft/ Fixed Deposit Receipt/ Banker's Cheque /Bank Guarantee or RTGS/NEFT/Insurance Surety Bonds in the following Bank Account:

Beneficiary Name: Central Medical Services Society

A/C No. : 32719062216

Bank Name: SBI Bank

Branch: Nirman Bhawan, Maulana Azad Road, New Delhi

IFSC Code: SBIN000583

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

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

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

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

- (i) (The MSE Units will be required to furnish a notarized undertaking (as per **Annexure-VIII**) to the effect that in the event of non-fulfillment or non-observance of any of the conditions stipulated in the tender, the MSE Unit shall pay a penalty, equivalent to the Earnest Money Deposit to offset the loss incurred by the Tender Inviting Authority consequent on such breach of any bid condition.
- (ii) Vide Gazette no. CG-DL-E-26062020-220191 dt. 26.06.2020, Ministry of MSME have revised criteria for classifying the enterprises as Micro, small and Medium enterprises with effect from 1st July 2020 therefore following firms will be exempted from submission of EMD.

- 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.

Note: Traders will not get benefit of MSE Firms

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

9.4 FORFEITURE OF EMD (if applicable)

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

10. OTHER CONDITIONS:

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

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

- (ii) In exceptional situation where the requirement is of an emergent nature and/ or it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 50% of the quantity of the goods and/or services contained in the running tender/contract up to a period of twelve months from the earliest date of Long Term agreement (LTA) at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.
 - (iii) The delivery of the additional quantity (as per ii above) shall be scheduled after the completion of the delivery of the original tendered quantity or on mutual consent between the supplier and CMSS.
- 10.2 (i) The rates quoted and accepted will be binding on the Tenderer for the full contract period of ONE year and any increase in the price will not be entertained till the completion of this contract period.
- (ii) Any upward/downward revision (only during scheduled delivery period) in statutory taxes, levies will be allowed and benefit will pass on to supplier/purchaser.
 - (iii) Any increase in taxes and other statutory duties/levies after the expiry of the delivery date shall be to the supplier's accounts. However, the benefit of any decrease in these taxes/duties shall be passed on to the purchaser by the supplier.
 - (iv) The delivery of the additional quantity shall be scheduled after the completion of the delivery of the original tendered quantity.
- 10.3 In accordance to the notification the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L 1 + 15% would be allowed to supply a portion of the requirement by bringing down their price to the L 1 price, in a situation where L 1 price is from someone other than an MSE. In exercising of the powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small Enterprises effective from 9th November 2018. The policy mandates that 25% of procurement of annual requirement of goods and services by all Central Ministries / Public Sector Undertakings will be from the Micro and Small Enterprises. Government has also earmarked a sub target of 4% procurement of goods & services out of 25% from MSEs owned by SC/ST entrepreneurs and 3% to micro and small enterprises owned by women.
- 10.4 The DIPP has notified a Public Procurement order-2017 (Preference to Make in India) order 2017- Revision vide Order no P- 45021/2/2017-PP (BE-II) - dated 16.09.2020. The provision of said order including any subsequent orders issued from time to time will apply in the instant case. Bidders are

requested to submit a declaration indicating percentage of local content as per **Annx XVIII**.

11. ACCEPTANCE OF BID/ TENDER

- 11.1 Technically responsive tenders will be evaluated based only on the "landed price"(all-inclusive price), i.e. Rate per Unit inclusive of all taxes, duties, transportation & other charges, APMC prices (as applicable) as given in Annexure-XIII by the tenderer.
- 11.2 The evaluation for ranking shall be carried out on the basis of "all inclusive" prices of the goods offered for each schedule separately.
- 11.3 The purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action.
- 11.4 (i) CMSS or its authorized representative(s) has the right to inspect the factories of Tenderers, before accepting the rate quoted by them or before releasing any purchase order(s) or at any point of time during the continuance of tender and also has the right to reject the tender or terminate/ cancel the purchase orders issued and/or not to place further order, based on adverse reports brought out during such inspections. In such situation CMSS reserves the right to take other actions against the tenderer including forfeit of security deposit, debarring/blacklisting for appropriate period.
- (ii) The Tenderer shall allow inspection of the factory at any time by a team of Experts/ Officials nominated by the Tender Inviting Authority for the purpose. The Tenderer shall extend necessary cooperation to such team in inspection of the manufacturing process, quality control

measures adopted etc., in the manufacture of the items quoted. If Company/ Firm does not allow for any such inspection, their tenders will be rejected during the currency of the contract.

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

12. SECURITY DEPOSIT AND AGREEMENT

12.1 Security Deposit:

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

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

Beneficiary Name: Central Medical Services Society

A/CNo. :32719062216

BankName : SBIBank

Branch : Nirman Bhawan, Maulana Azad Road, New Delhi

IFSCCode :SBIN0000583

Performance Security has to be submitted within 15 days of receipt of order.

- 12.2 The Performance Bank Guarantee shall be valid for for a period up to sixty (60) days after the date of completion of all contractual obligations by the supplier.
- 12.3 The lowest/ matched tenderer shall execute an Agreement on a non-judicial stamp paper of value of Rs.100/- (stamp duty to be paid by the Tenderer) within 15 days from the date of the intimation from

CMSS informing that his tender has been accepted. The Specimen form of Agreement is available in **Annexure-X**.

- 12.4 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- 12.5 The performance security bond will be discharged by the purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract and after receiving the PBG against CAMC contract.
- 12.6 Failure to deposit the performance security will attract clause 9.4.

13. METHODOLOGY FOR PLACING ORDERS

For placing orders the following procedures will be adopted:

- a. After the Price Bid opening (Packet 2), the lowest offer will be declared as the L1 tenderer. CMSS reserves right to negotiate prices with L1 bidder in justified cases. L1 determination will include CAMC cost.
- b. The Tenderer, who has been declared as Lowest Tenderer for certain item(s), shall within the tender issue of LOA (letter of acceptance) execute necessary Agreement for the supply of the allocated quantity of such drugs/goods as specified in the Tender Document after depositing the required amount as Security Deposit and on execution of the agreement such Tenderer shall supply goods on receipt of Purchase Orders. The format of LOA, agreement, Purchase Order is attached at Annexure – IX, X, XI respectively. Generally speaking the draft art work should be given in technical specifications however, in those cases where draft artwork not given in tender specifications, the vendor must need to coordinate with respective programme division of ministry to freeze (get approval) for the art work. No extension would be given on this pretext.

- c. If two or more than two Tenderers are declared as lowest suppliers for the same item(s)(i.e. emerge-L1), such Tenderers shall execute necessary agreement as specified in the Tender Document on depositing the required amount as Security Deposit and on execution of the agreement such Tenderer will be eligible for placement of Purchase Orders for equal proportion of tendered quantities (50:50 or 33.33:33) for such item(s) for which they are declared as lowest (L1).
- d. If the lowest supplier has failed to supply the required Drugs/goods within the stipulated time or within the extended time, as the case may be, CMSS may cancel such purchase orders and on cancellation, CMSS may place Purchase Orders with the Matched Lowest Tenderer or to the other tenderers or Purchase through open market/source at the risk and cost of the defaulted supplier.
- e. The supplier shall complete the supply of the Drugs/ Goods required by CMSS at the consignee destination mentioned in the schedule, within minimum required period of 90 days or as stipulated in LOA from the date of the purchase orders, which will be sent by email to the successful tenderer.
- f. The supplier shall supply the Drugs/Goods at the specified destination and submit a copy of the Purchase Order, Delivery Challan and other relevant documents at the same destinations.
- g. After supply of Drugs/Goods at the specified destinations, the supplier shall submit Invoice, Delivery Challan , Consignee Receipt Certificate (As per Annexure XXII, Packing List, Inspection Certificate issued by nominated inspection agency, Certificate of Origin, Final Acceptance Certificate (As per Annexure XXIII) and other relevant documents etc., at the Head Office, CMSS .
- h. Subject to para (h) and para (i) above, CMSS will process the invoices submitted by the supplier and the payments against supply will be made within 60 days from the date of submission of all relevant documents to the CMSS provided the Drugs/goods supplied has been declared of STANDARD QUALITY, by the Empanelled Laboratory of CMSS/ Any nominated agency.

14. SUPPLY / DELIVERY CONDITIONS

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

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

14.3 (a) The supplier shall supply, the ordered quantity within minimum required period of 45 days from the date of LOA at the destinations mentioned in the purchase order. If the above day happened to be a holiday for CMSS, the supply should be completed by 5.00 PM on the next working day. In case of non-execution of the order either partially or fully, CMSS reserves the right to cancel the purchase order or place fresh purchase orders on alternative source at the risk and cost of the default supplier. In such cases the CMSS, has every right to recover the cost and impose penalty including blacklisting of the supplier and the product.

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

(b) With the prior approval of CMSS, the supplier may continue the supply, Installation & Commissioning the unexecuted quantity after 90th day or after the delivery dates/schedule as mentioned in LOA, with Liquidated Damages as specified in Clause 18 of the tender conditions on the delayed supplies.

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

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

(e) Transportation of Goods

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

(f) Insurance

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

(g) Spares and Consumables

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

(h) Incidental services

The supplier shall be required to perform the following services:

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

completed within 15 days of handing over the site of installation, complete in all respect by the consignee. The date of handing over of the site has to be intimated by the supplier to the TIA. The delay on the part of the supplier to install and commissioning the equipment will attract the provision as contained in the liquidated damage clause.

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

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

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

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

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

14.5 All the Tenderers are required to supply the product(s) with printed text "GOVT. OF INDIA SUPPLY – NOT FOR SALE" in red-colour on the Stickers and also on the external packings. Goods received without this print will not be

accepted by CMSS/Consignee. Affixing of rubber stamp shall not be accepted. However, the approved art work will prevail.

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

15. PACKING

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

comply with the requirements as provided in Technical Specifications In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.

- Packing instructions:

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

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

16. QUALITY CONTROL

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

- The TIA(Tender Inviting Authority and/or its nominated representative(s) may, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The TIA shall inform the supplier in advance, in writing, the TIA's programme for such inspection and, also the identity of the officials to be deputed for this purpose.
- The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings,

design details and production data, shall be furnished by the supplier to the TIA's inspector at no charge to the TIA.

- If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the TIA's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the TIA and resubmit the same to the TIA's inspector for conducting the inspections and tests again.
- In case the contract stipulates pre-despatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the TIA's inspector well ahead of the contractual delivery period, so that the TIA's inspector is able to complete the inspection within the contractual delivery period.
- If the supplier tenders the goods to the TIA's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the TIA under the terms & conditions of the contract.
- The TIA's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by TIA's inspector during pre-despatch inspection mentioned above.
- Goods accepted by the TIA/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute TIA's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract.

- 16.2 The bidder/ supplier understand that the tendered item/items is/are critical health goods and the quality parameters of supplied goods are to be ensured during complete specified shelf life as indicated in technical specification/bid document/ official compendium. Bidder/Supplier also appreciate that failure in quality checks is serious default as it may derail entire programme and can also risk the life of users of supplied health goods.
- 16.3 CMSS will embark on stringent quality checks to ensure that tendered goods meet required standards. For this purpose, CMSS reserves the right to carry necessary inspections/tests at any of, or any combination of or/ all of following stages:
- (a) At Pre-Dispatch stage- team of experts can be constituted by the program division for inspection of the goods for confirmation of quality .
 - (b) At Delivery Stage: inspection done once the goods reach at consignee location and before taking over supplied goods in inventory.
 - (c) Post Delivery Surveillance: Quality Monitoring Activities may also be organized by CMSS post delivery.
- 16.4 In case of failure of goods during or at any stage (indicated at 16.3), the testing / Inspection charges would be claimed for the defaulting vendor.
- 16.5 The supplies will be deemed to be completed only upon receipt of the Inspection report "Not of Standard Quality/ Required Specification" such goods will be deemed to be rejected goods.
- 16.6 At any of Inspection/testing stage, samples which do not meet quality requirement/specifications shall render the relevant batches goods liable to be rejected. If the sample is declared to be "Not of Standard Quality / Required Specification", such goods will be deemed to be rejected goods Besides action may also be initiated for debarring/blacklisting against supplier for suitable period.
- 16.7 In the event of the samples of Drugs/goods supplied fails in quality tests or found to be not as per specifications at any of testing stages, depending upon the type, nature and seriousness of failure, consequences resulting from such default, availability of alternate sources, the CMSS is at liberty to either :
- (i) Action to debar/blacklist the supplier for suitable period, as decided by CMSS may also be initiated, in addition to forfeiture of PSD.

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

17. PAYMENT PROVISIONS

17.1 Payment Terms

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

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

a) On delivery:

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

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

b) On Acceptance:

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

c) Payment for Annual Comprehensive Maintenance Contract Charges:

The TIA will enter into ACMC with the supplier at the rates as stipulated in the contract & Tender terms and conditions. The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by the consignee on receipt of bank guarantee for an amount equivalent to 5 % of the cost of the equipment as per contract in the prescribed format given in Annexure XV, valid till 2 months after expiry of entire ACMC period.

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

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

- 17.3 All bills/ Invoices should be raised in duplicate and the bills should be drawn in the name of **Central Medical Services Society, 2nd Floor, Vishwa Yuvak Kendra, Pt. Uma Shankar Dikshit Marg, Teen Murti Marg, Chankayapuri, New Delhi-110021** or in the name of any other authority as may be designated.
- 17.4 (i) Variations in prices will be admitted on account of increase or decrease in the Statutory taxes levies, such as customs duty, GST etc., on production of relevant government notification, but during scheduled delivery period only.
- (ii) Any increase in taxes and other statutory duties/levies after the expiry of the delivery date shall be to the supplier's accounts. However, the benefit of any decrease in these taxes/duties shall be passed on to the purchaser by the supplier.

18. LIQUIDATED DAMAGES AND OTHER PENALTIES:

18.1 DELAYS IN SUPPLIER'S PERFORMANCE:

- (a) Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule specified by the purchaser in its purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the purchase order, purchaser reserves the right either to short-close/cancel this purchase order and/or recover liquidated damage charges. The cancellation/short-closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance-unsupplied quantity at the risk and cost of the defaulting vendor.
- (b) Repeated/habitual delays by the supplier in the performance of its delivery obligations shall render the supplier liable to any or all of the following sanctions; imposition of liquidated damages, forfeiture of its performance security, and/or termination of the contract for default and purchaser reserves the right to purchase balance-unsupplied quantity at the risk and cost of the defaulting vendor.

- (c) If the suppliers are not completed in the extended delivery period, the purchase order may be short closed without any compensation to supplier and the performance security shall be forfeited.
 - (d) Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.
 - (e) Purchaser reserves the right to debar/blacklist the supplier for a suitable period who habitually failed to supply the goods/services in time. The decision of purchaser will be final and binding.
 - (f) Downtime Penalty- The maximum time allowed to attend any maintenance/ repair call by the supplier shall be within 48 hours to reach areas. The supplier if does not attend and resolve the maintenance/ repair call within said period, CMSS will have the right to levy penalty of same quantum as at clause no 18.2.
 - (g) Installation and commissioning shall be completed within 30 days of handing over the site of installation, complete in all respect by the consignee. The date of handing over of the site has to be intimated by the supplier to the TIA. The delay on the part of the supplier to install and commissioning the equipment will attract the provision as contained in the liquidated damage clause 18.2.
- 18.2 If the supply reaches the designated consignee places or CMSS Warehouse after scheduled delivery date mentioned in LOA/P.O, liquidated damages will be levied @ 2.5% per week to be applied proportionately on per day basis up to a maximum of 10% of P.O. Cost, irrespective of the fact that whether the CMSS has suffered any damage/ loss or not, on account of delay in effecting supply. If the last scheduled delivery day happens to be a holiday the supply will be accepted on the next working day without any penalty.
- 18.3 If the supply is received in damaged condition it shall not be accepted. In case of damage in the packing only, the supply may be accepted

subject to purchaser's decision and after levying a penalty which may be upto 5% of cost of package received with damaged packing.

19. WARRANTY

- **Warranty period- 3 years from the date of installation and commissioning.**
- **ACMC (Annual Comprehensive Maintenance Contract) period- 5 Years from the date of expiry of warranty period.**

The TIA reserve the rights to enter into Annual Comprehensive Maintenance Contract with the supplier for the period as mentioned in terms & conditions, after the completion of warranty period.

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

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

- a. No conditional warranty will be acceptable.
- b. Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Turnkey work and it will also cover the following wherever applicable:-
 - Any kind of motor.
 - Plastic & Glass Parts against any manufacturing defects.
 - All kind of sensors.
 - All kind of coils, probes and transducers.
 - Printers and imagers including laser and thermal printers with all parts.

- UPS including the replacement of batteries.
 - Air-conditioners
 - All kinds of coils, probes and transducers.
 - Computers and all preloaded Softwares.
- c. Replacement and repair will be under taken for the defective goods.
- d. Proper marking has to be made for all spares for identification like printing of installation and repair dates.
- In case of any claim arising out of this warranty, the TIA/Consignee shall promptly notify the same in writing to the supplier.
 - Upon receipt of such notice, the supplier shall, within 72 hours to reach areas on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the TIA for such replaced parts/goods thereafter. The penalty clause for non-rectification will be applicable as per tender conditions(refer clause no 18)
 - In the event of any delay in rectification of a defect or replacement of any defective goods, when the equipment has remained non functional during the warranty period, the warranty of the equipment shall stand extended by number of days the equipment has remained non functional from the date such rectified / replaced goods starts functioning to the satisfaction of the TIA.
 - If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 48 hours to reach areas on a 24(hrs) X 7 (days) X 365 (days) basis, penalty shall be imposed as per clause no 18 for defective units/goods, the TIA may proceed to take such remedial action(s) as deemed fit by the TIA, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the TIA may have against the supplier.

- During Warranty period, the supplier is required to visit at each consignee's site at least once in 3 months commencing from the date of the installation for preventive maintenance of the goods.
- During Warranty period, the supplier is required to visit at each consignee's site at least once in 6 months commencing from the date of the installation for Calibration of the goods
- The Supplier along with its Indian Agent shall always accord most favoured client status to the TIA vis-à-vis its other Clients/TIAs of its equipment/machines/goods etc. and shall always give the most competitive price for its machines/equipment supplied to the TIA/Consignee.

(A) Assignment

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

(B) Sub Contracts

B.1 The Supplier shall notify the TIA in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.

B.2 Sub contract shall be only for bought out items and sub-assemblies.

B.3 Sub contracts shall not be made with a party who has been convicted / or a criminal case filed against it or pending in any court of India by any department of the government under Prevention of Corruption Act or for cheating / defrauding government / embezzlement of government fund or for any criminal conspiracy in the said matters.

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

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

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

- 20.4 In the event of making Alternative Purchase, as specified in in Clause 13(f), Clause 14.2(a), Clause 16.7 and other clauses herein, penalty will be imposed on the supplier. The excess expenditure over and above contracted prices incurred by the CMSS, in making such purchases from any other sources or in the open market or from any other Tenderer who has quoted higher rates and other losses sustained in the process, shall be recovered from the Security Deposit or from any other money due and become due to the supplier and in the event of such amount being insufficient, the balance will be recovered personally from the supplier as per rules.
- 20.5 In all the above conditions, the decision of the CMSS shall be final and binding.

21. FALL CLAUSE

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

22. SAVING CLAUSE

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

23. PROHIBITION OF INFLUENCING CMSS BY THE BIDDER:

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

24. RESOLUTION OF DISPUTES

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

with the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be New Delhi.

25. JURISDICTION

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

Annexure - I**CENTRAL MEDICAL SERVICES SOCIETY**

NEW DELHI- 110021

Online Tender of Procurement for Semi-Major Instruments for NTTLs**LIST OF PRODUCT& THEIR TECHNICAL SPECIFICATIONS**

Sch. No.	Item Name	Total Tentative Quantity	Unit	Detailed Technical Specifications of the Goods/Drugs	Delivery Schedule
I	FTIR with ATR Arrangement	3	Nos.	Annex IA	For Delivery- 45 days from LOA and 15 days for installation & commissioning the equipment from date of handing over the site.
II	UV- vis Spectrophotometer	3	Nos.	Annex IA	For Delivery- 45 days from LOA and 15 days for installation & commissioning the equipment from date of handing over the site.
III	Spectrofluorometer	3	Nos.	Annex IA	For Delivery- 45 days from LOA and 15 days for installation & commissioning the equipment from date of handing over the site.
IV	Ion Chromatograph	3	Nos.	Annex IA	For Delivery- 45 days from LOA and 15 days for installation & commissioning the equipment from date of handing over the site.
V	Texture Analyzer	3	Nos.	Annex IA	For Delivery- 45 days from LOA and 15 days for installation & commissioning the equipment from date of handing over the site.

Delivery Terms:

- (a) The delivery shall be on DDP (Destination basis).
(b) The delivery shall be within 45 days from the date of LOA and 15 days for installation & commissioning the equipment from date of handing over the site.

Annexure 1A – Technical Specification

Annexure 1B – Consignee Location

DESCRIPTION AND SPECIFICATION**Schedule –I****Technical Specification****Technical Specifications for FT-Infrared Spectrometer with attenuated total reflection assembly****Name of the equipment: FT-IR with ATR arrangement****Description of function:**

FT-IR equipment is required for analysis of constituents, ingredients, additives and humectants in tobacco products. Main technical specifications are given below:

OPTICAL SYSTEM**Interferometer**

The FT-IR system should have vibration isolated base plate to ensure automatic compensation and alignment for water vapour (moisture) and CO₂ levels.

Optics

Spectral resolution :±0.5 cm⁻¹ or better for full range

Wavelength precision :0.01cm⁻¹or better

Wavelength accuracy : 0.01 cm⁻¹ or better

Signal to noise ratio :20000 : 1 (or better)

The instrument should be capable of use for quantitative and qualitative analysis over a range of (350-7800nm or wider).

Detectors

- DTGS/LiTaO₃ Detector or better detectors.

- The equipment should have software controlled detector selection for a full range of infrared spectral width and temperature control.

Measurable Concentration Range: 50micromolor lower

Optical range of source

The equipment should cover the range of atleast 350-7800 cm^{-1} or wider with KBr or moisture resistant ZnSe or a better beam splitter system to ensure wave number accuracy of $\pm 0.5 \text{ cm}^{-1}$ or better with a minimum scan speed 16 scan/min or better.

Desirable : Portability

Sample types : Liquids, polymers, humectants in the mid IR range

Sample interface :Attenuated Total Reflection (ATR) through transmission across variable path length or a better system for analysis of humectants and hydrocarbons in tobacco products.

Desiccant (if used)

Software controlled long life desiccant system (if used) with suitable status indicating arrangement for desiccant utility.

Filled with a desiccated sealed optical unit with KBr or better salt windows

Spectral resolution : $\pm 0.5 \text{ cm}^{-1}$ or better for a full range of IR-spectra

Sample compartment : Should be compatible with all type of sample accessories.

Cell

Universal Demountable Cell

Accessories for recording spectra of liquids, pastes, films and solids should be quoted both in the main tender document and as separate entity.

Optical system

Sealed and desiccated enclosure must be valid for at least 5 years or vendor should certify to provide for replacement of used desiccant required for 5 years from the date of installation.

Attenuated Total Reflectance (ATR) arrangement

Diamond (Monolithic) ATR assembly or should be integrated with the sample compartment for use in the analysis of solids, liquids, gels, paste and humectants without elaborate sample preparation for tobacco products.

Additional accessories

- 15 tonne press for sample preparation for transmission mode.
- EvacuatableKBr die (if required).
- Agate mortar and pestle (2 numbers).
- Pellet holder
- Liquid sample cell with compatible syringe to transfer liquid samples.
- A compatible toolkit for the regular maintenance of the instrument.

IR Spectral Library with required software to facilitate search important compounds (please quote separately).

SOFTWARE REQUIREMENTS

- Windows 10 OS, or latest with complete instrument control & full data processing for quantitation with 1TB hard disk, 8GB RAM and 23" monitor with original antivirus software.
- A single software platform incorporating functions required for IR analyses, online data acquisition, baseline correction, smoothening plot overlay etc.

Computer : i5 processor or better with Win 10 OS
Printer : Color Laser Printer
Report formats : Quick print facility for graphs, spectra and result of spectral investigation
User training : A comprehensive on-site training of laboratory personnel about instrument use and common maintenance and software operation should be provided by the vendor.

POWER REQUIREMENTS

A UPS of 2KVA to be quoted to provide power backup for minimum thirty minutes backup

STANDARDS, SAFETY AND TRAINING

- All necessary standards for calibration of instrument should be supplied by the vendor.
- The system should be accompanied by the conformity certificate from electrical safety standards as applicable

- On site comprehensive training for lab staff and support services till customer satisfaction on use of the system.
- Comprehensive warranty for 5 years comprehensive maintenance and 10 year for interferometer laser.
- The bidder shall certify to ensure supply of spares consumables for a minimum period of 10 years from the date of installation.

Documentation

- List of important spare parts and accessories with their part number that may be required for daily, weekly, monthly and quarterly maintenance checklist.
- User/Technical/Maintenance manuals to be supplied in English.
- List of current User's and performance satisfaction data to be provided for reference.

Schedule –II**Technical Specification****Annex 1B****Name of the equipment: UV-VIS spectrophotometer****Technical Specification****Name of the equipment: UV-VIS spectrophotometer**

Description of function: UV-visible spectrophotometer is required to analyze constituents, ingredients and additives in tobacco and tobacco products.

1. Required technical specifications

- | | |
|--------------------------------------|---|
| 1. Type of Detector | : Photo diode/PMT or a better detection system covering the whole range 190-1100nm |
| 1.1 Type of sample cell | : quartz or fused silica. |
| 1.2 Wavelength scanning range | : 190nm-1100nm or better |
| 1.3 Wavelength accuracy | : ±0.1 nm or better |
| 1.4 Optics/ Light source | : Dual source - Deuterium/ tungsten, Double beam monochromatic system |
| 1.5 Stray light at 220nm | : <0.005%T or better |
| 1.6 Spectral Bandwidth | : 0.5nm to 4nm variable or higher |
| 1.7 Standard Cells | : Quartz cuvette (4 pairs) in addition to 10mm cell holder |
| 1.8 Photometric Range (Abs) | : ±3.5 Abs or better |
| 1.9 Scanning speed rate | : 2000nm/min or better |
| 1.10 | The system should be deployable for analysis of a broad range of solid, films and paste through reflectance and transmission spectral measurements. |
| 1.11 | Integrated sphere (with a minimum size of 75mm or better) for analysis of solid reflectance and transmission modes- please quote separately under desirable accessories as well as in the main tender document. |
| 1.12 Type of user interface | : USB-II |

2. Minimum PC requirements

- 2.1 **Processor** : intel i-5 or better
- 2.2 **Minimum RAM** : 8.0 GB
- 2.3 **Minimum Hard disk space** : 1TB
- 2.4 **Screen resolution** : 1024x768 LED or better
- 2.5 **Operating systems supported:** Microsoft Windows® 10

3. Software requirements

- 3.1 Data should be archived into a secure database
- 3.2 Multilevel user permissions, administrator, method developer, analyst and reviewer

4. Desirable Accessories

- 4.1 Solid sample holder with suitable scanning attachment & 4 pairs of Quartz cuvette for 10 mm pathlength
- 4.2 Minimum of 75 mm or better Integrating sphere or above for transmission & diffuse reflectance measurements on liquid and solid samples along with white, black and color standards.
- 4.3 Variable angle Reflectance accessory for the examination of solid surfaces and their interfaces at various angles of reflection.

5. Power supply

- 5.1 **Electrical requirements:** 220-240V, 50 Hz
- 5.2 2KVA UPS with minimum thirty minutes back up.

6. Standards, safety and Training

- 6.1 The equipment should conform to standards for electrical safety, IEC-60601-1/IS-13450
- 6.2 On site comprehensive training for lab staff and support services
- 6.3 Comprehensive warranty for 5 years for consumables
- 6.6 All calibration standards for the instrument should be supplied by the vendor

7. Documentation

- 7.1 User/ Technical/ Maintenance manuals to be supplied in English.
- 7.2 List of important spare parts and accessories with their part number.
- 7.3 Electronic Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist. The job description of operators and service engineers should be clearly spelt out.
- 7.4 Compliance Report to be submitted in a tabulated and point wise manner with reference to the original catalogue/ data sheet.
- 7.5 List of current User's/in India and their performance report

Schedule –III**Technical Specification****Annex 1C****Name of the equipment: Spectrofluorophotometer****Technical Specification of Spectrofluorophotometer**

Spectrofluorophotometer is required for analysis of complex tobacco constituents like polycyclic aromatic hydrocarbons and other carcinogens

Required Technical Specifications:

Lamp source	: 150W Xenon lamp
Spectral Bandpass	: System must offer variable spectral band pass from 1nm to 20nm or more adjustable with computer.
Signal-to-Noise level	: 10000:1 RMS or better
Wavelength range/nm	: 200-800 nm or better (applicable for both excitation and emission)
Wavelength accuracy	: ± 0.5 nm or better
Wavelength reproducibility	: ± 0.5 nm or better
Resolution	: 1 nm or better resolution
Emission filters	: Computer assistant filter system to remove higher order spectral deviations
Wavelength Scanning speed	: 4500nm/min or higher scan rate
Detector/PMT	: High performance photomultiplier tube covering the whole range of UV (200 to 800nm or better).
Reference detector	: Standard photo diode/PMT Capability of real-time fluorescence measurement while reaction is in progress with accessories to be quoted in main tender documents as well as separately.
Standard sample holder	: Thermostated holder with temperature control for 10mm quartz cuvettes.

Cuvettes/Cell :four pairs of variable capacity(e.g., 3.5 ml, 1.5ml, 500ul, 250ul)

Sample holder :bothfor reflectance and transmission spectra

Software and PC requirements

PC and Printer : Compatible PC with window 10 OS with i-5 processor, 8GB RAM, 1TB HDD, 23" LED Screen Monitor, Optical Mouse
Colour LaserJet Printer should be quoted along with system.

Additional accessories required

Filer optical probe for solid and liquid samples
Suitable accessories required for analysis of solids, film, powder, liquids

Power supply

Electrical requirements: 240V, 50 Hz.

UPS of 2KVA with voltage regulation, spike protection and with minimum thirty minute back up.

Standards, safety and Training

- All calibration standards for instrument should be supplied by the vendor.
- The electrical safety conforms to standards for electrical safety IEC-60601/IS-13450

- Preferable compatibility for 21 CFR part 11 software or better
- Should be compliant with IEC 61010-1: (or any international equivalent, *e.g.*, EN/UL 61010) covering safety requirements for electrical equipment for measurement control and laboratory use
- On site comprehensive training for lab staff and support services for atleast five working days or till customer satisfaction with the system
- Comprehensive warranty for 5 years CMC of assured supply of accessories and consumables after warranty
- The bidder shall assure supply of spares for a minimum period of 10 years from the date of Supply

Documentation

- User/Technical/Maintenance manuals to be supplied in English.
- List of important spare parts and accessories with their part number and costing.
- Electronic Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist.
- The job description of operators and service engineers should be clearly spelt out.
- Compliance statement should be submitted with relevant literature, specification sheets and brochures. Any deviation from specifications should be clearly mentioned in compliance statement.
- Current User's/performance list to be provided.

Schedule –IV**Technical Specification****Annex 1D****Name of the equipment: Ion Chromatograph [IC]****Ion chromatographs specifications****Description of function**

Ion chromatographic system is required for analysis of ammonia in tobacco smoke and hexavalent chromium in tobacco products/leaves. The equipment should have the provision to analyze other anions, cations and transition metals if required. The entire system including autosampler should be clear signal/PEEK based.

Different components of ion chromatograph should have the following specifications:

Pump	: Dual piston
Flow rate	: 0.001 mL/min or more
Flow increment	: 0.001mL/min
Flow rate precision	:<0.1%
Pressure range	: 3000-5000 psi
Pressure ripple/pulsation	:<1%
No. of solvent	: 1 or a mixed binary solvent

Columns: Columns for analysis of cation viz., ammonia (in the form of ammonium ion) and other anions, cations and transition metals and their speciation (e.g., chromium speciation). The columns must have a column identification chip which is capable of storing complete history of column usage.

**The columns performance should be guaranteed for a minimum of atleast 2500 or more injections which would be ascertained from the data stored in column identification chip. Columns not giving optimal performance should be replaced immediately by the vendor.

Suppressor: Suppressor is required to be used for enhancing the analyte conductivity and for reducing the background conductivity for analysis of anions. During the "warranty period" if for any reason the suppressor goes bad and do not give optimal results, it should be immediately replaced with new suppressor by the selected vendor.

Detector:

Conductivity detector : one no. for analysis of both cations and anions.

Conductivity range : 0-15000 μ S/cm

Drift : <0.2nS/cm per hour.

Cell temperature stability : <0.001 $^{\circ}$ C

Photo diode array detector :One (1no.) Advance PDA detector with minimum five measuring channels and 1 reference channel for simultaneous measurement of absorbance at selected wavelengths.

Wavelength range : 190-800nm or wider

Wavelength accuracy :±3nm or better

Absorption range : -2.0 to +2.0 abs

Bandwidth : Variable 1-10nm or more

Channels : Minimum five measuring channel and one reference channel.

No. of Diodes : Minimum 512

*The warranty on the suppressor should be unconditional for a period of 10 years.

*Warranty on UV lamp should be at least for 3 years. The lamp should be replaced immediately if it goes bad during warranty period.

Post Column derivatization unit:

Post column derivatization unit for derivatization of transition metals (like chromium and speciation) should be through use of peristaltic pump mixing T, Tubing etc. and should not use gas as a carrier.

Autosampler: Autosampler should be capable of accommodating vials/tubes from different manufacturers. The autosampler must have a minimum 35 positions or more for use for analysis of ionic content.

Vial size: 0.5-10mL or higher

The autosampler should be supplied with atleast 500 vials each of minimum and maximum volume with caps.

Training: The supplier should arrange for onsite training of scientific staff on the use of equipment for target analysis till customer satisfaction.

*Please also quote prices for consumables for analysis of prominent metal ion speciations (*e.g.*, chromium).

All spares and consumables for satisfactory working of instrument for a period of 5 years should be supplied.

- Preferable compatibility to 21 CFR part 11 software or better alternative

Note: Certified and traceable cation, anion and transition metal standards along with buffers, and post column reagents should be supplied initially with the instrument to last for atleast one year after which the availability of supplies and consumables should be ensured at least for 10 years at initially agreed prices.

Schedule –V**Technical Specification****Annex 1E****Name of the equipment: Texture Analyzer****ANNEXURE-I****Name of the equipment: Texture Analyzer****1. Description of function**

Texture analyzer is required to measure physical properties of tobacco and food products through mechanical testing. The selected instrument should be capable of analyzing powders, hardness and crunchiness of supari/betel nut and to differentiate different types of pan masala with and without tobacco, chewing tobacco and bend strength of cigarettes and bidis etc.

2. Required technical specifications**Load cell:**

- The basic system should be of 50 Kg load frame capacity and be supplied with load cells of 5Kg and 50 Kg which are interchangeable.
- The load cells should be able to automatically nullify the external environmental influences. The software should be able to automatically assess the capacity of load cell required to be fitted
- The Load cell should be audit friendly.

Travel range : ≥ 250 mm.

Position resolution : 0.0005mm or better

Emergency stop button : Yes

Displayed force resolution : 0.1g or better

Load cell accuracy	: 0.5% - 1% of load cell capacity or better.
Speed accuracy	: 0.1% or better
Distance resolution	: 0.001 mm or better with increments of 0.01nm or better.
Speed range	: 15 mm/s or better.
Data acquisition rate	: ≥ 300 points/s or better.
Load Cell measurement accuracy	: 1% of full scale load at room temperature
Load Cell range	: 100g or better for specific analysis
USB Interfere	: USB-II

Please quote separately for basic equipment and accessories.

3. Accessories required to be quoted separately and also indicating their combined price with the basic unit to decide on purchase of accessories.

Platform:

- Suitable platform for keeping samples.
- Cylindrical probes (bidder should quote rates for cylindrical probes separately for the user to choose from as per need).
- Conical probe
- Spherical probe [bidder should quote rates for available diameter of cylindrical probes (main tender document and separately both) to allow user to choose from as per their use].
- Blade set
- Tensile grips for testing packaging.
- Compression plate for general purpose compression tests
- Accessory for Powder Flow and taking characteristics.
- Accessory for bend strength of cigarettes and chewing gum and chewing tobacco.
- Accessory for hardness and crunchiness of betel nut (supari etc.) and other tobacco product analysis methods.

4. Software requirements

System compatible original Licensed Software should be quoted with following capabilities:

- Software should provide for measurement of parameters like area, mean, average drop, positive peak, negative peak, etc.
- It should also have features to enable multiple and automated graph analysis.
- The software should be provided with lifetime free upgradability across versions.
- Any optional/accessories essential for standalone operation of the equipment should be quoted.
- List of exiting users should be attached for reference.
- The above specifications should be supported by suitable printed technical Literature / brochures to ascertain the specifications.

5. Minimum Computer requirements

Operating environment : MS-Windows 10

PC interface : USB port

A personal computer based on intel i5 (sixth generation) processor or better having licensed operating system compatible with original branded software for the instrument operation.

RAM/HDD : 8GB/ 1TB or more

Display : (1366×768) or higher

Compatible laser printer and Optical mouse

6. Power supply

- 6.1 Electrical requirements: 230±20V, 50/60 Hz fitted with BIS plug
- 6.2 UPS of suitable rating (5KVA) with voltage regulation, spike protection and with minimum one hour back up.

7. Use of Standards, safety and Training Component

- 7.1 Should be FDA/CE/UL/BIS approved product.
- 7.2 Should be compliant to ISO 9001-2008 or later/better standards.
- 7.3 21 CFR part 11 technical compliance to be provided.
- 7.4 On site comprehensive training for lab staff and support services for atleast five working days or till customer satisfaction with the system
- 7.5 Comprehensive warranty for 5 years CMC after warranty
- 7.6 The bidder shall assure supply of spares for a minimum period of 10 years from the date of Supply.

8. Documentation

- 8.1 User/ Technical/ Maintenance manuals to be supplied in English.
- 8.2 Equipments available for providing calibration and routine Preventive routine schedule of Maintenance as per manufacturer service/ maintenance manual.
- 8.3 Electronic Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist. The job description of required operators and service engineers should be clearly spelt out.
- 8.4 Compliance statement should be submitted with relevant literature, specification sheets and brochures. Any deviation from specifications should be clearly mentioned in compliance statement.
- 8.5 Current User's / performance list to be provided for reference.
- 8.6 Provide standard application literature for tobacco product analysis.

General Specifications for Schedule I, II, III, IV & V:

1. The bidder will provide installation qualification, operational qualification and performance qualification at the time of installation with all certificates and log book for maintenance of the equipment at no extra cost.
2. Quarterly preventive maintenance and Half yearly calibration, shall be the responsibility of the bidder as per requirement of quoted system.
3. The manufacturer should provide 98% uptime of the equipment. An undertaking will be submitted by the supplier that the equipment will be inspected within 72 hours to reach areas and repaired at the earliest. The uptime should be 98%. The downtime will be calculated and if exceeding 10% the warranty will be extended accordingly for double the excess period. Warranty period should include 4 maintenance visits in a year (Quarterly visits). All breakdown calls should be attended by vendor within 72 hours to reach areas of registration, irrespective of the numbers.
4. The bidder shall submit the details of engineer and application support team.
5. The bidder will be responsible for training of laboratory staff on operation of equipment at the time of installation and subsequently every year for optimal utilization of the equipment.
6. Installation of Equipment: Equipment to be installed by certified or qualified personnel.
7. Service/Maintenance: The supplier shall have a functioning after-sale-service on PAN India basis. The supplier should provide services at consignee site.
8. The technical bids should clearly mention make, model number, details specification, quantity of each component offered including the compliance. The bid should be duly supported by original catalogue, brochures of the manufacturer and relevant parts proposed to be supplied. Any additional cost towards power cables or any electric accessories to be borne by suppliers. The equipment should be fully functional with the standard accessories.
9. All the accessories should be provided and installed with the equipment.
10. Equipment should have quality certificate as mentioned in respective technical specifications.
11. The supplier shall install, calibrate and validate the equipment at the location specified in purchase order at the supplier cost. All control and calibration costs of reagent/ equipment shall be borne by the manufacturer/ Supplier.
12. The supplier shall provide brand new machine only.

13. The quote should be inclusive of comprehensive training in the equipment supplied as required.
14. Utility requirements (Quality, Qty., rating etc) for the equipments shall be indicated in the bid.
15. Calibration certificate with traceability to National Standards shall be supplied for all the instruments coming under the scope of supply of supplier. QA report should be provided at the time of installation and during contract period free of cost.
16. The bidder should attach to their bid detailed specification, catalogues and data sheet and other details of the equipments quoted by them.
17. The spares for the equipment shall be available for at least 10 years from the date of supply.
18. Warranty- 3 Years comprehensive warranty shall be provided free of cost of the equipment. All software updates should be provided free of cost during warranty/ contract period. All items covered under warranty/ Contract period, As per warranty clause.
19. Annual Comprehensive Maintenance Contract (ACMC) rates- Should be quoted for another 5 years after completion of 3 years comprehensive warranty period in price bid. Which will be considered for finalizing the L1 bidder and order placement on the supplier after comprehensive warranty period of 3 years.
20. Inspection of site- Every bidder/ Tenderer is expected to inspect the site of the proposed work and acquaint himself with the site conditions, approaches etc. Before quoting his rates. No claim whatsoever should be entertained later on the plea of any difficulties involved in the execution of work, which was or was not foreseen by the tenderer.
21. Any deviation from the bid documents shall be clearly indicated.

Annexure 1B

The details of Consignee Location are given below:-

Consignee List						
Sl. No	Name of the Item	Units	NICPR Noida	CDTL Mumbai	RDTL Gawahati	Total Qty
1	FTIR with ATR Arrangement	Nos.	1	1	1	3
2	UV- vis Spectrophotometer	Nos.	1	1	1	3
3	Spectrofluorometer	Nos.	1	1	1	3
4	Ion Chromatograph	Nos.	1	1	1	3
5	Texture Analyzer	Nos.	1	1	1	3

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

Annexure-II**TENDER FORWARDING LETTER**

(To be given on Company Letter Head)

Date:

To,
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

Sub: Acceptance of Terms& Conditions of Tender.

Tender No: CMSS/PROC/2022-23/NTTL/021

Name of Tender: - Online Tender for Procurement of Semi-Major Instruments for NTTLs

Dear Sir,

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

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

2. I/We hereby certify that I/we have read the entire terms and conditions of the tender Documents from Page No. _____ to _____ (Including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I/we shall abide hereby by the terms /conditions /clauses contained therein.

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

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

5. We do hereby declare that our firm/company for the offered Product(s) or the Firm/Company as a whole, is not blacklisted/ banned/ debarred by CMSS/ State Governments/ Central Government/MOH&FW or any of the procurement agencies/Autonomous Bodies under the organisations stated above.

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

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

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

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

We herewith submit the E.M.D. of Rs._____ in the form of **Account Payee Demand Draft/FD Receipt/ Banker's Cheque/RTGS/ NEFT and Bank Guarantee** vide document Ref. No._____ Dated: _____ Bank: _____ in favour of **Central Medical Services Society** for the following items:-

Sch No.	Name of the Product/ Item	UOM	Quantity in Bid	Amount of EMD Payable (in INR) for 100% quantity	Quantity Quoted	Amount of EMD
1	3	4	5	6	8	9
I.	FTIR with ATR Arrangement	Nos.	3	120000		
II.	UV- vis Spectrophotometer	Nos.	3	60000		
III.	Spectrofluorometer	Nos.	3	120000		
IV.	Ion Chromatograph	Nos.	3	180000		
V.	Texture Analyzer	Nos.	3	150000		

Annexure-IV

PROFORMA FOR PERFORMANCE STATEMENT

(FOR A PERIOD OF LAST 3 YEARS)

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

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

Note:

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

Signature of Tenderer
Name in Capitals
Date:
Seal:

Signature of Auditor/ Chartered Accountant
Name in Capitals
Date
Seal

Annexure-V**ANNUAL TURN OVER STATEMENT**

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

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

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

Date:

Seal:

Signature of Auditor/
Chartered Accountant
(Name in Capital)

Annexure– VI**LIST OF ITEMS QUOTED & THEIR PRODUCTION CAPACITY****1. Name of the firm :****2. Address of the firm as given in Drug license/Manufacturing License :****3. Details of Endorsement for all products quoted :**

Sch No	Item Code/ Quoted Make & Model	Drug/Good s Name	UOM	Quantity Tendered	Quantity quoted	Manufact uring Capacity	Quantity Manufactured			Average Quantity Manufact ured (Sr. No 8A, 8B, 8C)	Percentage Earmarked to CMSS (6/9*100)
							8	2019-20	2020-21		
1	2	3	4	5	6	7	8A	8B	8C	9	10
I		FTIR with ATR Arrangement	Nos.	3							
II		UV- vis Spectrophotometer	Nos.	3							
III		Spectrofluorometer	Nos.	3							
IV		Ion Chromatograph	Nos.	3							
V		Texture Analyzer	Nos.	3							
				TOTAL							

Date:

Authorized Signatory:

Annexure – VII

CHECK LIST

Packet 1

Page No

1. Checklist – Annex-VII	<input type="text"/>	Yes <input type="text"/>	No <input type="text"/>
2. EMD (as per Annexure III)/MSME Certification for exemption.	<input type="text"/>	Yes <input type="text"/>	No <input type="text"/>
3. Certificate by MSME/ SSI units in support of being a MSE/ SSI unit.	<input type="text"/>	Yes <input type="text"/>	No <input type="text"/>
4. Duly attested photocopy of License for the product duly approved by the Licensing Authority for each and every product quoted.	<input type="text"/>	Yes <input type="text"/>	No <input type="text"/>
5. Authorization letter nominating a responsible person of the tenderer to transact the business with the Tender inviting Authority.	<input type="text"/>	Yes <input type="text"/>	No <input type="text"/>
6. Purchase Order Copy	<input type="text"/>	Yes <input type="text"/>	No <input type="text"/>
7. Non Conviction Certificate issued by the Drugs Controller / Competent Authority/Self Declaration	<input type="text"/>	Yes <input type="text"/>	No <input type="text"/>
8. Quality Certificate	<input type="text"/>	Yes <input type="text"/>	No <input type="text"/>
9. Annual Turnover Statement for 3 Years (Annex-V)	<input type="text"/>	Yes <input type="text"/>	No <input type="text"/>
10. Copies of Balance Sheet & Profit & Loss Account for last three years	<input type="text"/>	Yes <input type="text"/>	No <input type="text"/>
11. Proforma for Performance Statement (Annex-IV)	<input type="text"/>	Yes <input type="text"/>	No <input type="text"/>
12. List of items quoted and their production capacity – Annex-VI	<input type="text"/>	Yes <input type="text"/>	No <input type="text"/>
13. Mandate Form for RTGS Annex-XII	<input type="text"/>	Yes <input type="text"/>	No <input type="text"/>

14. The Tender document signed by the tenderer in all pages with office seal.	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
15. Service Centre Details (Annexure XX)	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
16. Technical Compliance sheet, Product Catalogue, Literature, Data Sheet	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
17. Undertaking that Firm is not being blacklisted or debarred from any Govt. Agency	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
18. Notarized Undertaking by MSE (Annex – VIII)	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
19. No Deviation Certificate (Annexure XVII)	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
20. Manufacturer Authorization Form (Annex – XIX)/Self Declaration for Manufacturer or subsidiary	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
21. GST Registration Certificate	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
22. Certificate of Incorporation in case of companies/copy of partnership deed in case of partnership firm/ Declaration in case being a proprietary firm.	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
23. Copy of PAN Card and ITR	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Annexure-VIII**NOTARISED UNDERTAKING BY MSE COMPANIES****(In 20- Rupees stamp paper)**

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

2. Whereas, CMSS (Tender Inviting Authority) has invited Tender for supply of Equipments, Drugs and medicines for the year 2022-23 and in pursuant to the conditions in the tender documents. M/s _____ (Proprietary Concern/ Firm / Company Ltd.), having its Office at _____ is exempted from payment of Earnest Money Deposit as indicated in the Annexure-II 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-II of tender document, I undertake to pay the said sum without any demur on receipt of demand issued by the tender inviting authority.

M/s _____

For Self and Firm / Company Ltd.

Signature and Seal

Witness:-

(1)

(2)

Annexure-IX**Central Medical Services Society**

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

Tel: 011-21410905, 21410906

Email: gmproc.cmss@gmail.com

LETTER OF ACCEPTANCE

No: CMSS/PROC/2022-23/NTTL/LOA/021

Date _____

To,

M/s _____

Address: _____

Attn: _____

Phone: _____

Email _____

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

Sub: Acceptance of Tender of Procurement of Semi-Major Instruments for NTTLs

Ref: 1) CMSS Tender No. **CMSS/PROC/2022-23/NTTL/021** opened on _____

2) Your Ref. No. _____ dated _____ in response to above mentioned tender.

Dear Sir,

I am pleased to inform you that your offer in response to above mentioned tender for supply of **Semi Major Instruments for NTTLs** has been accepted for following items:

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

- You are requested to deposit Security Deposit @ 3% of the total value by **NEFT/ RTGS/ Bank Guarantee/Demand Draft/ Banker's Cheque** and enter into an Agreement, as per the format given in **Annex-X** of the Tender document, within 15 days from the date of receipt of this letter.
- Detailed Agreement including consignee list shall be forwarded after receipt of Security Deposit.
- You are intimated that in anticipation of your acceptance to this LOA and submission of Security Deposit as above we are processing purchase order for supply of _____ quantity to be supplied within 45 days from the date of issue of this LOA and 15 days for installation & commissioning from the handing over site. Kindly take appropriate necessary action in this regard.
- Please convey your acceptance to this LOA within 03 days of issue, else it will be presumed that you are not keen to accept the LOA and CMSS may proceed for allocation of quantity to other bidder and with other actions stipulated in referred Tender document.
- All other terms and conditions will be as per Tender document no. **CMSS/PROC /2022-23/NTTL/021** and subsequent amendments to it.

Yours faithfully,

(Anjana)

General Manager (Procurement)

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

Annexure A to Acceptance Letter No:

Supplier: M/s _____

Annexure - A

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

Annexure - X

LONG TERM AGREEMENT (LTA) NO.:CMSS/PROC/2022-23/NTTL/LTA/021

E- STAMP CERTIFICATE NO.:

LTA Validity: From _____ to _____

TERMS OF AGREEMENT

THIS AGREEMENT made the..... day of, year between **Central Medical Services Society, 2nd Floor, Vishwa Yuvak Kendra, Pt. Uma Shankar Dikshit Marg, Teen Murti Marg, Opposite Police Station Chankaya Puri, New Delhi-110021** (here in after "the Purchaser") of the one part and (Name of Supplier) of..... (Address and Country of Supplier) (Here in after called "the Supplier") of the other part:

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz; **Procurement for Semi-Major Instruments for NTTLs** in the Tender Reference No. **CMSS/PROC/2022-23/NTTL/021, Dt_____** (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the supply of those goods and services for the sum of..... (Contract Price in Words and Figures) (Hereinafter called "the Contract Price").

WHEREAS the Supplier confirms that it is qualified, ready, willing and able to supply/services the **Procurement for Semi-Major Instruments for NTTLs**, in accordance with the terms and conditions of this Agreement.

1. DEFINITIONS

Commencement Date means _____

Expiry Date means _____

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

Tender means Tender No. Tender No: **CMSS/PROC/2022-23/NTTL/021** from CMSS to the Supplier, to quote for the cost of supply of the Products to CMSS.

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. LTA DOCUMENTS:

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

- (a) This LTA
- (b) The Notice Inviting Tender
- (c) Terms and Conditions of Tender Document as given in Tender No: **CMSS/PROC/2022-23/NTTL/021** dt. _____
- (d) The Minutes of Pre-Bid meeting and corrigendum issued.
- (e) Schedule of Requirement.
- (f) The Technical Specification
- (g) The Supplier's Offer including Enclosures, Annex etc.
- (h) Any other document listed in the supplier's bid and replies to queries, clarifications issued by the purchaser, such confirmations given by the tenderer which are acceptable to the purchaser and the entire Addendum issued as forming part of the contract.
- (i) The Letter of Acceptance issued by the purchaser.

2. PURPOSE OF LTA:

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

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

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

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

3 . Manufacturing License and Site

License and Site Address:

As per Annexure A.

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

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

in the presence of

Signature

Name

Address

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

in the presence of

Signature

Name

Address

Annexure A to LTA No:

Supplier: M/s

Annexure - A

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

Annexure - XI**CENTRAL MEDICAL SERVICES SOCIETY**

Ministry of Health & Family Welfare
(Government of India)

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

PURCHASE ORDER**PO No: CMSS/PROC/ 2022-23/NTTL/PO/021****Dated: _____**

To,

M/s _____

Address: _____

Attn: _____

Phone: _____

Email _____

Subject: Purchase Order for supply of Semi-Major Instruments for NTTLsRef : Long Term Agreement No: **CMSS/PROC/2022-23/NTTL/LTA/021**
dated _____**Dear Sir,**

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

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

- All the Terms & Conditions of the Agreement signed by you on acceptance of your tender are applicable.
- Delivery Period : 45 Days from the date of this Letter of Acceptance and 15 days for installation and commissioning the equipment from handing over the site.

3. Manufacturing license as per Annexure A and site address as per Annexure B.
4. Payment Terms: 80 % payment against delivery after receipt of required document and 20 % payment after receipt of FAC and other required document within 60 days of supplies for other items.

(Anjana)
General Manager (Procurement)

Copy to :

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

Annexure A to PO No:

Supplier: M/s

Annexure - A

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

Annexure-B

Annexure B to PO No:
Supplier: M/s

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

Annexure -XII**MANDATE FORM**

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

Date:
Place:

Company Seal

Signature
(Name of the person signing & designation)

Mandate Form contd..

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

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

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

Date:
Place:

Company Seal

Signature
(Name of the person signing& designation)

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

Bank Seal with address.

Signature of the authorized official of the bank.

Annexure-XIII

PACKET -2

PRICE -BID

CENTRAL MEDICAL SERVICES SOCIETY

NEW DELHI - 110021

Tender for Procurement for Semi-Major Instruments for NTTLs

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

Validate Print Help [View BoQ](#)

Tender Inviting Authority: DG & CEO, CMSS

Name of Work/Tender for Procurement for Semi-Major Instruments for NTTLs

Tender No: CMSS/PROC/2022-23/NTTL/021

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. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	TEXT	NUMBER #	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER #	NUMBER
Sl. No.	Name of the Item	Quantity in Tender	Units	HSN Code	Quantity Offered	Ex Works price per unit with 3 years warranty in Rs.	GST (In Rs.)	Transportation and any Other Charges in Rs. (Till Consignee Locations) on DDP basis, All Inclusive and firm & fixed	ACMC price for 1st year after completion of warranty (All Inclusive) In Rs.	ACMC price for 2nd year after completion of warranty (All Inclusive) In Rs.	ACMC price for 3rd year after completion of warranty (All Inclusive) In Rs.	ACMC Price for 4th year after completion of warranties (All Inclusive)	ACMC Price for 5th year after completion of warranties (All Inclusive)	Total Unit Price With GST (In Rs.) & ACMC (Col 7+ Col 8+Col 9 + Col 10+ Col11 +Col12 +Col13 +Col14)
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
01	2'x12' with 212 Arrangement	1	Nuc.											Rs. 0.0000
02	UV vis Spectrophotometer	1	Nuc.											Rs. 0.0000
03	Spectrophotometer	1	Nuc.											Rs. 0.0000
04	Ion Chromatograph	1	Nuc.											Rs. 0.0000
05	Culture Analyzer	1	Nuc.											Rs. 0.0000

(* The bid evaluation is based L1 price determined for each schedule separately & will include CAMC cost as per sr. No 1to 5)

Note:

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

Annexure-XIV

Bank Guarantee for EMD (Format)

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

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

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

Date: _____

BIDGUARANTEE No.: _____

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

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

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

- (a)has withdrawn its Bid during the period of bid validity specified by the Tenderer in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i)fails or refuses to execute the Contract Form, if required, or(ii)fails or refuses to furnish the security deposit, in accordance with the Instructions to Tenderers.
- (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-XV**Security Bank Guarantee (Format)**

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

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

Date: _____

PERFORMANCE GUARANTEE No.: _____

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

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

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

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

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

[signature(s)]

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

Annexure-XVI**Instructions for Online Bid Submission**

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

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

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

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

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

PREPARATION OF BIDS

- 1) Tenderer should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents-including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Tenderer ,in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLS/RAR/DWF/JPG formats. Bid documents may be scanned with100dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.)has been provided to the tenderers. Tenderer scan use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents maybe directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

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

- 5) Tenderers are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the tenderers. Tenderers are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the tenderer). No other cells should be changed. Once the details have been completed, the tenderer should save it and submit it online, without changing the file name. If the BoQ file is found to be modified by the tenderer , the bid will be rejected.
- 6) The server time (which is displayed on the tenderers' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the tenderers, opening of bids etc. The tenderers should follow this time during bid submission.
- 7) All the documents being submitted by the tenderers would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to a symmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid withal other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO TENDERERS

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

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

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Annexure- XVII

No Deviation Certificate

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

Signature (with Stamp)

Annexure-XVIII***Near Relative Certificate***

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

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

The near relatives for this purpose are defined as:

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

Signature/Signatures (with Stamp)

Annexure XIX**MANUFACTURER'S AUTHORISATION FORM**

To,

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

Dear Sir,

Ref: Your TE document No _____ dated _____

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

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

_____ (please provide reason here).

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

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

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

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

Yours faithfully,

**[Signature with date, name and designation]
for and on behalf of Messrs_____**

**[Signature with date, name and designation]
for and on behalf of Messrs_____**

[Name & address of the manufacturers]

[Name & address of the bidder]

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

Annexure XX

Details of Service Centre

Service Centre Address	
Contact No	
Email Address	
Name of Head of Service Centre with Contact Details	
Name of Service engineer with Contact details location wise	
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

Signature Head of Service Centre with Seal

Signature of Bidder with Seal

**Annexure XXI
(on Rs. 100 stamp paper)**

CONTRACT FORM FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT

Annual CM Contract No. _____ **dated** _____
Between _____

(Address of Head of Hospital)
And _____

(Name & Address of the Supplier)

Ref: Contract No _____ **dated** _____ **(Contract No. & date of Contract for supply, installation, commissioning, handing over, Trial run, Training of operators & warranty of goods)**

In continuation to the above referred contract

1	2	4					5
S.No.	BRIEF DESCRIPTION OF GOODS	Annual Comprehensive Maintenance Contract Cost one Unit year wise*. (in INR inclusive of all applicable taxes)					Total Annual Comprehensive Maintenance Contract Cost for 5 Years (4a+4b +4c+4d+4e) (in INR inclusive of all applicable taxes)
		1 st	2 nd	3 rd	4 th	5 th	
		a	b	c	d	e	

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

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

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

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

- d) There will be 98% uptime warranty during ACMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty(As per clause no 18), to extend ACMC period by double the downtime period.

- e) During ACMC period, the supplier shall visit at each consignee's site for preventive maintenance including testing and calibration as per the manufacturer's service/ technical/ operational manual. The supplier shall visit each consignee site as recommended in the manufacturer's manual, but at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.

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

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

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

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

j) Paying authority:

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

(Signature, name and address
Of Hospital authorised official)
For and on behalf of _____
Received and accepted this contract

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

(Seal of the supplier)
Date: _____
Place: _____

Annexure XXII
CONSIGNEE RECEIPT CERTIFICATE

(To be given by consignee's authorized representative)

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

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

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

Annexure XXIII

Performa of Final Acceptance Certificate by the Consignee

No _____ **Date** _____

To
M/s _____

Subject: Certificate of commissioning of equipment/plant.

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

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

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

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

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

The supplier has fulfilled its contractual obligations satisfactorily or

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

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

The extent of delay for each of the activities to be performed by the supplier in terms of the contract is

The amount of recovery on account of non-supply of accessories and spares is given under Para no.02.

The amount of recovery on account of failure of the supplier to meet his contractual obligations is _____ (here indicate the amount).

(Signature)

(Name)

(Designation with stamp)

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

Explanatory notes for filling up the certificate:

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

Annexure XXIV**FORMAT FOR LOCAL CONTENT DECLARATION**

Tender Reference No:

Date:

I _____, S/o, D/o, W/o _____,

Resident of _____ do hereby solemnly affirms
and declares as under:-The local content is _____% for the _____ (quoted item of
M/s _____).

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

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

(Name of Firm/ Entity)

Authorized Signatory/ Statutory Auditor/ Chartered Accountant
(with Company Seal/Stamp)
(Refer Clause 9 of DPIIT Order dtd. 4.06.2020 and 16.09.2020)