

**TENDER FOR SALE OF EXPIRED CONDOMS LYING AT CMSS
WAREHOUSES FOR A PERIOD OF ONE YEAR**

CENTRAL MEDICAL SERVICES SOCIETY

Ministry of Health & Family Welfare (Government of India)
 2nd floor, Vishwa Yuvak Kendra, Pt. Uma Shankar Dikshit Marg, Teen Murti Marg, Opposite
 Police Station Chankaya Puri, New Delhi-110021
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Email: cmss.agmqal@gmail.com**TENDER FOR****SALE OF EXPIRED CONDOMS LYING AT CMSS WAREHOUSES FOR A PERIOD OF ONE YEAR****(Only Manual bids shall be accepted)**

BID DOCUMENTS MAY BE DOWNLOADED FROM CMSS WEBSITE:
<http://www.cmss.gov.in/> and/or at <http://www.eprocure.gov.in> Central Public
 Procurement Portal AS PER GIVEN CRITICAL DATE SHEET AS UNDER:

CRITICAL DATE SHEET

Published Date and Time	13.10.2022
Bid Document Download Start Date And Time	13.10.2022
Pre Bid Meeting	17.10.2022 (11.00 AM)
Last Date and Time for Clarification	17.10.2022 (05.00 PM)
Bid Submission Start Date and Time	18.10.2022 (11.00 AM)
Bid Document Download End Date & Time	27.10.2022 (01.00 PM)
Bid Submission End Date and Time	27.10.2022 (01.00 PM)
Last date of submission of original documents	28.10.2022 (03.00 PM)
Bid Opening Date and Time	28.10.2022 (05.00 PM)

Bids shall be submitted manually at below Address

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

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

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

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

Tender Inviting Authority invites tender through manual bid submission for sale of expired condoms for a period of one year from the date of empanelment.

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

-The EMD is Rs. 25,000 for participation in this tender (details at clause 9)

-Attention of tenderer is invited towards checklist (Annexure XI) regarding documents to be attached with technical bid.

Scope of Work

Tender invited for sale of expired condoms lying at various CMSS warehouses for a period of one year from the date of empanelment. Tenderer should be a end user company manufacturing/recycling various types of rubber products and fulfilling the eligibility criteria mentioned in clause 4.0. The expired condoms shall be offered in 'As is where in condition' and quantity mentioned in **Annexure-II** is approximate only. Tenderer must quote single price (per kg) applicable for total quantity available in all location for participating in tender. The collection and transportation of expired goods from CMSS warehouses is the responsibility of the tenderer at his own cost and means.

All technical documents, EMD amount and all inclusive Price Bid need to be submitted as per critical date sheet. The acceptance of the tenders will be communicated to the highest offered tenderer (H1). Tenderer shall arrange for the removal of the available expired condoms within 30 (fifteen) days of letter of acceptance of tender. The payment towards invoices should be done in specified form by tenderer at the time of collection of goods from warehouses. Usage

certification shall be submitted by tenderer within 45 days of letter of acceptance of tender. Failure/Non adherence to issue usage certification shall lead to forfeiture of security deposit. Tenderer shall agree to rate validity of 1 year from the date of issuance of letter of acceptance. CMSS reserves the right to place repeat orders upto the 50% Qty. as mentioned in Annexure II within rate validity period. The failure to abide by rate agreement shall lead to forfeiture of security deposit.

1. LAST DATE FOR RECEIPT OF TENDER

Tenders (in two separate packets {Technical bid "Packet 1" and Price Bid "Packet 2"}) will be submitted manually at CMSS- Delhi as per critical date sheet.

Tenderers are advised to watch for amendments, if any, which may be issued prior, date of submission of bids by tender inviting authority on the CMSS website <http://www.cmss.gov.in/> and/or at <http://www.eprocure.gov.in>, Central Public Procurement Portal for which CMSS will not issue any separate communication to individual tenderers.

2. BID VALIDITY:

- i) The bid shall be valid for a period of 150 days from the date of opening of Bid.
- ii) In exceptional circumstances, the purchaser may request the consent of the tenderer for an extension to the period of bid validity. The request and the responses shall be made in writing. The bid security provided under clause 10 shall also be suitably extended. A tenderer may refuse the request without forfeiting his bid security. A tenderer accepting the request and granting extension will not be permitted to modify his bid.

3. PRE BID MEETING/CLARIFICATIONS:

- i) A prospective tenderer, requiring any clarification of the bid documents may notify the TIA in writing or email at the mailing address cmss.agmqal@gmail.com indicated in the Invitation of bid. The TIA shall respond in writing on the CMSS website to any request for clarification of bid documents, which it receives not later than date mentioned in critical date sheet and prior to the pre-bid meeting.
- ii) The Tenderers or their Official Representatives are invited to attend a pre-bid meeting which will take place as specified in critical date sheet.

- iii) Any clarification issued by CMSS in response to query raised by prospective tenderers shall form an integral part of bid documents and it may amount to an amendment of the relevant clauses of the bid documents.
- iv) The clarification if any will be uploaded at CMSS website and is expected to see the CMSS website for clarification before submitting the bid.

4. Eligibility CRITERIA

- (a) Tenderer should be a company manufacturing/recycling of various types of rubber products and must have valid Factory License issued by competent authority of state.
- (b) Tenderer must have valid License to Purchase or otherwise Acquire Rubber issued by Rubber Board.
- (c) Tenderer should be a registered company under State Pollution control Board and must have valid PAN, GST registrations & Bank Account in any Nationalized (or) scheduled bank.
- (d) If State Pollution control board certificate is expired, tenderer must have applied for renewal before tender opening date and proof of renewal application will be submitted with bid.
- (e) Tenderers who have been blacklisted or debarred by any State/UT Government/Central Government / its Procurement Agencies on account of fraudulent/ illegal practices should not participate in the tender during the currency of blacklisting. Such Bids will not be considered.

5. General Conditions:

- I. The Tenderer shall allow CMSS Officer at any time or a team of Experts/Officials nominated by the Tender Inviting Authority to ensure subjected activity. Disposal record shall be maintained & signed by both CMSS and tenderer with batch wise details of expired condoms.
- II. Tenderer shall ensure that goods are not reused/repacked/resale done in any mode and also indemnify CMSS against any complaints made regarding violations of these terms.
- III. The expired condoms shall be offered in 'As is where in condition' i.e with tertiary and secondary carton and primary foil packet, leaflet etc. Company will not entertain any complaints on the quality, quantity, etc. after the materials were taken by the buyer.
- IV. The quantity mentioned in **Annexure-II** is approximate only. So the payment should be

made on actual measurement of quantity. The tenderer shall take out the expired condoms preferably on office hours.

- V. The vehicle for loading the expired condoms should report before 9 AM at our security gate during company working days. The tenderer at his cost shall arrange the weighing and loading of the expired condoms. The vehicle loaded with expired condoms will be checked out by authorized representative of CMSS. The expired condoms once sold would not be taken back.
- VI. Any accident or loss of life while loading the materials would be solely the responsibility of the tenderer. CMSS would be in no way entertaining any claim in this regard.
- VII. The Tenderer should ensure that no damage or loss is caused to the company property while clearing the expired condoms and the tenderer is liable to make good such damage/loss immediately, if any, as per the decision of CMSS.
- VIII. The tenderer shall ensure that the persons engaged by them for handling the expired condoms at the factory are not indulging in any malpractice, pilferage, etc.
- IX. CMSS has the right to reject any Tender without assigning any reason.
- X. Non-compliance of any of the terms and conditions would tantamount to automatic termination of the contract.
- XI. Expired condoms can be inspected during office hours on any working day after obtaining prior permission from the authorized representative of CMSS.
- XII. FORGERY/FRAUD BY Tenderer:
 - (a) Genuineness of the papers/documents/certificates/declaration submitted with bid is the responsibility of the tenderer. If at any stage it is found that the papers/ documents/certificates/declaration submitted by the tenderer are not in order, are forged, false, manipulated, fabricated or altered, the bid or purchase order issued to the tenderer is liable to be cancelled and further necessary action including forfeiture of its EMD/Security Deposit, debarring/blacklisting against the tenderer will be taken. Purchaser may also initiate police/legal action and request concerned statutory authority for cancellation of license issued to supplier for tendered items.
 - (b) If any fraud, on part of the tenderer at any stage, the bid or work order/ Purchase order issued to the tenderer is liable to be cancelled and further necessary action against the tenderer including debarring/blacklisting will be taken.
- XIII. PATENT RIGHTS:

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

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.

XIV. TERMINATION FOR DEFAULT:

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 tenderer fails to inspection any or all of the CMSS location within the time period(s) specified in the contract, or any extension thereof granted by the purchaser.
- (b) If the tenderer fails to perform any other obligation(s) under the contract, and
- (c) If the tenderer, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.

XV. 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 tenderer becomes bankrupt or otherwise insolvent, as declared by the competent court provided that such, termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

XVI. BID SUBMISSION:

- (a) Tenderers are hereby cautioned that any attempt of cartel formation will be viewed seriously and may at the discretion of purchaser, lead to cancellation of tender. Purchaser in its discretion may decide to forfeit EMD/Security Deposit of such tenderers and black list or debar these tenderers for suitable period besides taking other punitive measures. Decision of purchaser in this regard shall be final and binding.
- (b) Different firms or companies having any common partner(s) or Director(s) are not permitted to quote for more than one tender offer. In case more than one offer is

received from such tenderers, then all such offers except with the highest quote shall be rejected summarily.

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

XVII. NEAR RELATIVE CERTIFICATE:

The tenderer 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. Authorized signatory of bid may also sign this bid on behalf of the entire directors/ partners/ proprietor. Due to any breach of conditions by the company or firm or any other person the tender will be cancelled and EMD/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 V to be submitted.**

6. TECHNICAL BID – “PACKET 1”

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

- a) The Tenderer should manually submit the hard copies of following documents to CMSS delhi as Technical Bid “Packet 1” as per date prescribed in critical date sheet **(All the documents submitted should bear signature and stamp of the Tenderer).**
 - Factory License issued by competent authority of state.

- Registration License from Rubber Control Board
 - Registration License from State Pollution control Board
 - Tender Forwarding letter as per **Annexure-I**.
 - Mandate Form as per **Annexure-IV**
 - Near Relative Certificate as per **Annexure-V**.
 - Usage Declaration Form as per **Annexure-VI**
 - Signed- and stamped Tender document
- b) The above mentioned documents are to be submitted in hard copy as Technical Bid “Packet 1” **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 up to bid submission end date and time as per prescribed in the critical date sheet. If the last date of deposit of original Bank Guarantee/ Notarised undertaking by MSE companies **Annexure 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.

7. **PRICE BID-“Packet 2”**

- a) “Packet 2” is for the Price Bid of the Tenderer.
- i) Tenderer must quote single price applicable for total quantity available in all location for participating in tender,
 - ii) Rate offered should be per kg rates of items listed in **Annexure-VII**.
 - iii) The total payable value is the total price with its GST/Customs Duty, Landing Charges, TCS by the way of **NEFT/RTGS/Banker’s Cheque /Demand Draft** drawn in favor of 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 before the clearance of the expired condoms.

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

- a) To assist in the examination, evaluation and comparison of bids, the purchaser may, at his discretion ask the tenderer for the clarification in its bid. The request for the clarification and response shall be in writing. However, no post bid clarification at the initiative of the tenderer shall be entertained.
- b) The TIA 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.
- c) Prior to the detailed evaluation, pursuant to clause above, the TIA 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 TIA determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

- d) A bid determined as substantially non-responsive will be rejected by the TIA and shall not subsequent to the bid opening be made responsive by the tenderer by correction of the non-conformity.
- e) The TIA may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer. Such minor infirmity will be identified by the TEC and clarification in this regard may be called for.
- f) "Packet 2" will be opened only for tenderers, who are found techno-commercially eligible on satisfying the criteria for technical evaluation based on the documents submitted in "Packet 1".
- g) 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 TIA. If there is a discrepancy between words and figures, the amount in words shall prevail.

9. EARNEST MONEY DEPOSIT:

- 9.1. The Earnest Money Deposit (EMD) is payable by all Tenderers, an amount of Rs **25,000/-** need to be deposited. Same EMD amount to be deposited for any one quoted item/all items. UNLESS EXEMPTED under clause 9.2. The Tenderers are required to furnish Earnest Money Deposit for the items quoted in the format as per **Annexure-IX**. The Earnest Money Deposit shall be paid by **Account Payee Demand Draft, FD receipt, Banker's cheque or Bank Guarantee or RTGS/NEFT** in the following Bank Account:

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

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

- c. Bank Guarantee 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.

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

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

- (i) MSE firms as per classification given in MSE Act 2006 and holding Permanent Registration Certificate from the District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or any other body specified by Ministry of Micro and Small Enterprises will be granted exemption from payment of Earnest Money Deposit. Registration Certificate has to be produced in this regards.
- (ii) The MSE Units will be required to furnish original notarized undertaking (as per **Annexure-VIII**) before the date of tender opening to the effect that in the event of non fulfillment or non observance of any of the conditions stipulated in the contract, the MSE Unit shall pay a penalty, equivalent to the Earnest Money Deposit to offset the loss incurred by the Tender Inviting Authority consequent on such breach of any bid condition.
- (iii) The MSEs participating in the tender shall enclose with their tender a copy of their valid registration certificate with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or any other body specified by Ministry of Micro Small and Medium Enterprises in support of their being an MSE, failing which their tender will be liable to be ignored/rejected

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

- (ii) The Earnest Money Deposit will be refunded to the lowest responsive tenderer/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:

- (i) The Earnest Money Deposit (EMD) will be forfeited, if the Tenderer withdraws or amends impairs or derogates from the tender in any respect within the period of validity of his tender.

- (ii) The Earnest Money Deposit (EMD) will be forfeited, in case of the tenderer, fails to deposit the Security Deposit within the stipulated time.
- (iii) The Earnest Money Deposit (EMD) will be forfeited, in case of the tenderer, fails to pick up goods in predefined timelines.

10. **SECURITY DEPOSIT:**

- i. On being intimated about the acceptance of the tender, the tenderer shall pay a **Security Deposit of Rs.1,00,000 /-** of contract to be awarded, in the form of only **NEFT/RTGS/Banker's Cheque /Demand Draft** in favor of Central Medical Service Society **within 10 days** of letter of acceptance. The Security Deposit in any other form like Cash/ Cheque/ Postal-Order/ Bank Guarantee will not be accepted.
- ii. All notices or communications relating to and arising out of this tender and any consequent agreement or any of the terms thereof shall be considered duly served on or given to the Tenderer if delivered to it or left at the premises, places of business or abode as provided by the tenderer.
- iii. If the tenderer fails to deposit the required security deposit within the time specified or withdraws the tender, after the intimation of the acceptance of the tender or owing to any other reasons to undertake the contract, the contract will be cancelled and the Earnest Money Deposit deposited by the tenderer along with the tender shall stand forfeited by the CMSS. The firm will also be liable for all damages sustained by the CMSS apart from blacklisting and other penal actions.
- iv. The Security Deposit (EMD) will be forfeited, in case of the tenderer, fails to submit Usage certification for shredding and disposal of expired condoms in predefined timelines.

11. **METHODOLOGY FOR PLACING ORDERS:**

For placing orders the following procedures will be adopted:

- (a) After the Bid opening, the highest offer will be declared as the Accepted tenderer.
- (b) The acceptance of the tenders will be communicated to the highest tenderer in writing, as per format of the Letter of Acceptance given in **Annexure-III**.
- (c) The Tenderer, who has been declared as Accepted Tenderer after depositing the required Security Deposit amount shall be issued Work order from CMSS.
- (d) Tenderer shall arrange for the removal of the available expired condoms within 30 days of letter of acceptance of tender.

- (e) Usage certification shall be submitted by tenderer within 45 days of letter of acceptance of tender.
- (f) CMSS reserves the right to place repeat order up to 50% of the quantity of the goods from any CMSS warehouses and/or services contained in the running tender/contract up to a period of twelve months from the earliest date of acceptance of award at the same rates
- (g) If the Accepted tenderer has failed to scrap the required goods within the stipulated time or within the extended time, as the case may be, CMSS will cancel such orders and on cancellation, CMSS will place Orders to other Tenderer's at the risk and cost of the defaulted Tenderer.
- (h) If the awarded party is not taking out the expired condoms within the allotted time frame without any unavoidable circumstances like vehicle strike, natural calamity etc., the contract will be cancelled. Then CMSS may consider the next highest party to award the contract.

12. **PAYMENT PROVISIONS**

- a. The successful tenderer with highest quoted rates will be issued invoices at the time of lifting of goods from warehouses based on the actual Quantity of goods lifted.
- b. The payment towards invoices should be done by tenderer at the time of collection of goods from warehouses.
- c. All Payments shall be drawn in the name of CMSS by means of **NEFT/RTGS/Banker's Cheque /Demand Draft.**
- d. Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other taxes as applicable will be made from the bills payable at rates as notified from time to time by Government of India.

13. **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.

14. **PROHIBITION OF INFLUENCING CMSS BY THE TENDERER:**

- (i) No tenderer shall contact or influence the CMSS or it's employees on any matter relating to its bid from the time of bid opening to the time the contract is

awarded.

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

15. 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.

16. 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.

TENDER FORWARDING LETTER
(To be given on Company Letter Head)

Date:

To,
DG&CEO,
Central Medical Services Society
1, Red Cross Road
New Delhi - 110001

Sub: Acceptance of Terms & Conditions of Tender.

Tender No: _____

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

Dear Sir,

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

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

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

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

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

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

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

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 EMD/security deposit absolutely.

Yours Faithfully,

(Signature of the Tenderer, with Official
Seal)

Annexure-II

Details of expired condoms at CMSS warehouses

S. No	Address	Item Name	Weight with all Packaging (KG)	Quantity of Condoms (units)
1	CMSS, Central Warehouse Corporation Premises, Near Gandhi Bhawan, Nampally, Hyderabad-500001	CONDOMS -FREE SUPPLY / Pieces [60]	245	389720
		CONDOMS-ASHA (HDC) / Pieces [58]	34700	5618810
		Total	37931	6008530
2	CMSS, Central Warehouse Corporation Premises, Bonhooghly, RIC Estate, Kolkatta-700108	CONDOMS -SMO Brand - Ahsaas [112]	12336	993200
3	CMSS, Central Warehouse Corporation Premises, Naveen Galla Mandi, Sitapur Road, Lucknow-226020	CONDOMS-ASHA (HDC) / Pieces [58]	32562	7325800
4	CMSS, Central Warehouse Corporation Premises, Bazar Sammittee, Katra Bazar, Patna City-800008	CONDOMS-ASHA (HDC) / Pieces [58]	4960	996000
5	CMSS, Central Warehouse Corporation Premises, Plot No. SPL-1296, EPIP Sitapur, Industrial Area, Jaipur-302002	CONDOMS-ASHA (HDC) / Pieces [58]	6300	1019330
6	CMSS, Central warehousing corporation premises, Godown no. 1A, Near railway cabin no. 3, Chhola road, Nishatpura, District: Bhopal Pin- 462 010	CONDOMS-ASHA (HDC) / Pieces [58]	1215.2	249050
7	CMSS, Central Warehouse Corporation,326, Khata No - 456/948 Mouza-Johal, PO/PS-Pahal, Dist-Khorda, Bhubaneswar, Odisha- 751032	CONDOMS-ASHA (HDC) / Pieces [58]	10460	4698000
8	CMSS, Central Warehouse Corporation Premises, Regional Office Mumbai, Sector-20, Near Turbhe Railway Station, Vashi, Navi Mumbai-400703	CONDOMS - DELUX NIRODH / Pieces [59]	40000	5487200
		CONDOMS - FS - (NACO) / Pieces [73]	1060	245400
		CONDOMS -FREE SUPPLY / Pieces [60]	10	1800
		Total	41070	5734400
9	CMSS, Ground Floor, Warehouse No. B014/3433, Godown Area. 35 Feet Road, Village Bhabat, Thana Zirakpur, SAS NAGAR, Punjab Pin-140603	CONDOMS-ASHA (HDC) / Pieces [58]	15500	2496300
	Total		159348.2	29520610

SIGNATURE OF TENDERER WITH SEAL

LETTER OF ACCEPTENCE
(In CMSS Letter-Head)

To,
M/s:
Address:

Kind Attn:

Sub: ACCEPTANCE OF TENDER FOR SALE OF EXPIRED CONDOMS LYING AT CMSS WAREHOUSES FOR A PERIOD OF ONE YEAR

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

Dear Sir,

I am pleased to inform you that the above referred Tender for the sale of expired condoms available at CMSS warehouses for a period of one year has been granted to your firm for following Location and Quantity.

Location Qty:

You are requested to pay Security Deposit of Rs. 1.00 lakh by Demand Draft or Banker's Cheque, within 10 days from the date of receipt of the letter. Non fulfillment to do so within the stipulated period will be treated as breach of tender terms & liable for forfeiture of EMD.

Thank you,
For Central Medical Services Society

(DG& CEO)

ANNEXURE -IV**MANDATE FORM**

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

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

Mandate Form contd..

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

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

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

Date:
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.

Near Relative Certificate

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

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

The near relatives for this purpose are defined as:

(a) Members of a Hindu undivided family.

(b) They are husband and wife.

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

Signature/Signatures (with Stamp)

Usage Declaration Form

Date: _____

Tender No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We undertake that 100% of the mentioned expired condoms procured from CMSS Location.....and Qty..... will be segregated and shredded between its cardboard box, aluminum foil wrap & the latex condom. The latex condom will then be shredded and used for processing, the end use of which will be in our finished product of rubber products.

Signed _____ : (insert signature of person whose name and capacity are shown)

Name Declaration) _____ : (insert complete name of person signing he Bid Securing

Duly authorized to sign the bid for an on behalf of (insert complete name of Tenderer)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

PRICE BID FORM

S. No	Item Name	Weight with all Packaging (KG)	Quantity of Condoms (units)	Quoted Rate (per Kg)
1	CONDOMS -FREE SUPPLY / Pieces [60]	245	389720	
	CONDOMS-ASHA (HDC) / Pieces [58]	34700	5618810	
		37931	6008530	
2	CONDOMS -SMO Brand - Ahsaas [112]	12336	993200	
3	CONDOMS-ASHA (HDC) / Pieces [58]	32562	7325800	
4	CONDOMS-ASHA (HDC) / Pieces [58]	4960	996000	
5	CONDOMS-ASHA (HDC) / Pieces [58]	6300	1019330	
6	CONDOMS-ASHA (HDC) / Pieces [58]	1215.2	249050	
7	CONDOMS-ASHA (HDC) / Pieces [58]	10460	4698000	
8	CONDOMS - DELUX NIRODH / Pieces [59]	40000	5487200	
	CONDOMS - FS - (NACO) / Pieces [73]	1060	245400	
	CONDOMS -FREE SUPPLY / Pieces [60]	10	1800	
		41070	5734400	
9	CONDOMS-ASHA (HDC) / Pieces [58]	15500	2496300	
		159348.2	29520610	

SIGNATURE OF TENDERER WITH SEAL

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

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

2. Whereas, CMSS (Tender Inviting Authority) has invited Tender for analysis of drugs and other items in pursuant to the conditions in the tender documents. M/s _____ (Proprietary Concern/ Firm / Company Ltd.), having _____ its _____ Office _____ at _____ is exempted from payment of Earnest Money Deposit 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-X** 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 SealWitness:-

(1)

(2)

DETAILS OF E.M.D. SUBMITTED

We herewith submit the E.M.D. of Rs.25,000 in the form of Demand Draft / RTGS/NEFT/Banker's Cheque bearing No._____ Dated: _____ drawn on _____ Bank _____ Branch in favor of CMSS.

Signature & Seal

Bank Guarantee for EMD (Format)

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

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

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

Date: _____

BIDGUARANTEE No.: _____

We have been informed that [insert **name of the Tenderer**] (hereinafter called "the Tenderer") has submitted to you its bid dated (hereinafter called "the Bid")for the execution of [insert **name of contract**]under Tender No.....
Further more, we understand that, according to your conditions, bids must be supported by a EMD.

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

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

S. No.	List of Documents	Yes	No	Page No.
1.	CHECK LIST			
2.	FACTORY LICENSE			
3.	REGISTRATION LICENSE FROM RUBBER BOARD			
4.	REGISTRATION LICENSE FROM STATE POLLUTION CONTROL BOARD			
5.	ANNEXURE-I TENDER FORWARDING LETTER			
6.	ANNEXURE-II LIST OF ITEMS TO BE QUOTED:			
7.	ANNEXURE-IV MANDATE FORM			
8.	ANNEXURE-V NEAR RELATIVE CERTIFICATE			
9.	ANNEXURE-VI USAGE DECLARATION FORM			
10.	ANNEXURE-VII PRICE BID FORM			
11.	ANNEXURE-VIII NOTARISED UNDERTAKING BY MSE COMPANIES			
12.	ANNEXURE-X DETAILS OF E.M.D. SUBMITTED			
13.	ANNEXURE-XI BANK GUARANTEE FOR EMD			

NOTE:

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

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