

**CENTRAL MEDICAL SERVICES SOCIETY**  
**(An Autonomous Body under Ministry of Health & Family Welfare, GOI)**  
 CMSS Lucknow, Central Warehouse, New Mandi Complex, Sitapur Road, Lucknow-226020

**SEALED BIDS ARE INVITED FOR EMPANELMENT OF TRANSPORT/LOGISTICS SERVICE  
 PROVIDER FOR DISTRIBUTION OF DRUGS AND OTHER HEALTH SECTOR GOODS FOR A PERIOD  
 OF ONE YEAR FROM CMSS LUCKNOW WAREHOUSE**

**NOTICE INVITING TENDER**

Sealed tenders are invited from reputed Transporters/Logistics Service provider for transportation of Drugs and other Health Sector Goods from LUCKNOW warehouse of Central Medical Services Society (CMSS) {under MoHFW, GoI} to various destinations from time to time on as and when required basis. Interested bidders may download the detailed bidding documents, Scope of Work etc. from [www.cmss.gov.in](http://www.cmss.gov.in). Bid document is also available at LUCKNOW warehouse.

**Bid Reference-:** CMSS/LSC/LUCKNOW/2020/05

Tender documents may be downloaded from [www.cmss.gov.in](http://www.cmss.gov.in) or physically from as per the schedule given in critical date sheet as under:

**CRITICAL DATE SHEET**

|   |  |
|---|--|
| Published Date and Time                   | 08-09-2020, 10:00 AM   |
| Bid Document Download Start Date And Time | 08-09-2020, 10:15 AM   |
| Pre Bid Meeting date, time& venue         | 18-09-2020, 11:00 AM<br>CMSS Lucknow, Central Warehouse, New Mandi Complex, Sitapur Road, Lucknow-226020   |
| Bid Submission Start Date and Time        | 08-09-2020,10:30 AM  |
| Bid Submission End Date and Time          | 30-09-2020, 03:00 PM   |
| Bid Opening Date, Time& venue             | 30-09-2020, 3:30 PM<br>Conference Hall, CMSS<br>2nd Floor ,Vishwa Yuvak Kendra, Pt. Uma Shankar Dikshit Marg, Teen Murti Road, Opp. Police Station, Chanakyapuri, New Delhi - 110 021 (India). |

- Bidder/Transporters are advised to follow the instructions provided in the Instructions to the Tenderer for the submission of the price bids. Sealed bid (comprising Technical and Financial bids, both separately in third envelope) is required to be submitted at CMSS, Delhi within prescribed date and time.
- Address for Communication : Central Medical Services Society,  
2nd Floor ,Vishwa Yuvak Kendra, Pt. Uma Shankar Dikshit Marg, Teen Murti Road, Opp. Police Station, Chanakyapuri, New Delhi - 110 021 (India).

**INSTRUCTIONS FOR TENDERER & GENERAL CONDITIONS**

1. Interested bidders may obtain further information from and inspect the bidding documents at the office of the
  - a. CMSS Lucknow, Central Warehouse, New Mandi Complex, Sitapur Road, Lucknow-226020

OR,

  - b. General Manager(Logistics & Supply Chain), Central Medical Services Society, 2nd Floor ,Vishwa Yuvak Kendra, Pt. Uma Shankar Dikshit Marg, Teen Murti Road, Opp. Police Station, Chanakyapuri, New Delhi - 110 021 (India), Phone: 011-011-21410905/6, Fax: 011- 011-21410849
2. The tenderer is at liberty to present either himself or authorize not more than one representative at the time of opening of tender. The representative attending the opening of bid should bring with him letter of authorization.
3. Central Medical Services Society reserves the right to reject any or all tender process without assigning any reason thereof.
4. In the event of the date specified being declared as a closed holiday for purchaser's office, the due date for pre bid meeting/submission of bids/opening of bids will be the following working day at the appointed time.
5. Conditional Bids will be rejected.
6. Corrigendum (if any) will be published only in CMSS website.
7. Not more than one tender shall be submitted by one bidder or bidders having business relationships.

**8. ELIGIBILITY CRITERIA**

- a. Should be Partnership/Proprietor/Registered firm/ LLP.
- b. Should have PAN issued by the income Tax Authority.
- c. Should enclose Income Tax return certificate for the last one year (2017-18 or 2018-19).
- d. Should mention GST No. and submit photocopy of the same in the bid document.
- e. One past order for having provided vehicle/s to any state/Central Government Department/ or any other private organization in last 2 years before the date of tender publishing.
- f. Bidder must give an undertaking that his firm has not been blacklisted by any state/Central Government Department/s in last 2 years. Should neither be convicted by any court of law nor be blacklisted/ debarred on financial/administrative/techno-legal ground by any appropriate authority. A declaration regarding this should be submitted in letter head of the company in format prescribed at **Annexure C**. The bidder should not be involved in any criminal or civil suit. If so, then details of all such suits should be submitted. Tender committee of CMSS reserves the right to consider/ not consider any offer based on gravity/implication of suits pending against the bidder.
- g. Complete tender duly signed and stamped by the authorized signatory shall be submitted including corrigendum if any.
- h. **Documentary proof for each item above i.e. "a" to "g" must be furnished with the tender document, in absence of any of the above will render the bidder ineligible.**

**9. COST OF BIDDING**

The bidder shall bear all costs associated with the preparation and submission of the bid. Central Medical Services Society will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

**10. EARNEST MONEY/PERFORMANCE SECURITY**

- Each Bidder should deposit Rs.10,000/- (Rupees Ten Thousand only) as Earnest money Deposit (EMD) in the form of NEFT/RTGS/ Demand draft drawn in favour of Central Medical Services Society. Bidders who had participated in previous transport tender and submitted their EMD may write through a letter for adjustment of the EMD in this tender and also enclose the documentary proof of submission of EMD in previous tender for eg.(Demand draft copy,

RTGS, NEFT Transaction details).Tender without the above EMD the bidders bid will be rejected summarily.

The account details are as follows:

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

- The Earnest Money Deposit (EMD) Rs. 10,000/- furnished by all unsuccessful bidders will be returned as early as possible and will also be refunded to the successful bidder after furnishing Demand Draft of Rs. 50,000/- (Fifty Thousand Only) as Performance Security.
- Successful bidder should furnish a Demand Draft of Rs.50,000/- (Rupees Fifty Thousand only) In favour of Central medical Service Society, Payable at New Delhi as Performance Security Deposit. In case Transporter fails to submit the Demand Draft, the EMD submitted by the respective bidder will be forfeited and deemed- fit action shall be taken against the transporter including black listing.
- The performance security will be refunded within 90 days after successful completion of contract to the transport service provider. The CMSS will pay no interest on bid security or performance security amount.
- **EXEMPTION FROM PAYMENT OF EARNEST MONEY DEPOSIT TO MSME (MICRO SMALL & MEDIUM ENTERPRISES)**
  - (i) MSE firms as per classification given in MSME Act 2006 and holding Permanent Registration Certificate from the District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or any other body specified by Ministry of Micro Small and Medium Enterprises will be granted exemption from payment of Earnest Money Deposit in respect of items for which the Registration Certificate has to be produced.
  - (ii) 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.

## **11. SCOPE OF WORK**

The Transporters/Logistics service provider shall be liable to transport and deliver/hand over the stores/goods in good condition to the Consignee/Indenter at the specified place and within the specified time schedule and also to collect the proper acknowledgement for such delivery of store from the Indenter/Consignee. The Transporter shall be liable for shortage, damage, theft or any kind of loss whatsoever may be the reason. If the transporters failed to deliver the Store/Goods to the Consignee/Indenter in good condition within the specified time schedule, the Transporter shall be liable to pay the entire cost of such store to the CMSS Authority. The recovery of cost of stores to be worked out by the GM-Logistics and Supply Chain, New Delhi CMSS and his decision is final and binding.

## **12. SUBMISSION OF BIDS**

- a. The Transporters/Logistics service provider shall seal the technical & financial bids in separate envelopes duly marking the envelopes, separately as

### **Cover 'A'**

Technical Bid with Earnest Money Deposit (EMD)

### **Cover 'B'**

Financial Bid

Both envelopes mentioned above should be enclosed in another sealed outer envelope duly

marked 'Technical Bid with Earnest Money Deposit (EMD) + Financial Bid' by the personal seal of the Transporters/Logistics service provider.

- b.** The envelopes clearly mentioning the Bid No: CMSS/LSC/LUCKNOW/2020/05 shall be addressed to the following address:

**General Manager (LSC)**  
**CENTRAL MEDICAL SERVICES SOCIETY**  
**(An Autonomous Society under Ministry of Health & Family Welfare, Govt. of India)**  
**2<sup>nd</sup> Floor, Vishwa Yuvak Kendra, Pt. Uma Shankar Dikshit Marg, Teen Murti Road,**  
**Opp. Police Station, Chanakyapuri, New Delhi - 110 021**

- c.** The envelope shall bear (the name and address of the tenderer), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).
- d.** The inner and outer envelopes shall indicate the name and address of the Transporters/Logistics service provider to enable the bid to be return unopened in case it is declared 'late' or rejected.
- e.** The technical & financial bid document shall be signed by Authorised signatory and the document establishing the authority of authorised signatory i.e power of attorney, board resolution, etc shall be provided. In case proprietor himself/herself signing the bid, the power of attorney/board resolution etc. is not required.
- 13.** The financial bid shall be valid for a period of 120 days from the date of opening of Technical Bid and prior to the expiry of the bid validity, the Tender Inviting Authority may request the Tenderers to extend the bid validity for such further period as deemed fit.
- 14.** 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 such bids. Purchaser in its discretion may decide to forfeit EMD of such bidders and black list or debar these bidders for a period of two years besides taking other punitive measures. Decision of purchaser in this regard shall be final and binding.

**15. RATE & PAYMENT OF BILL**

- a.** Rate offered shall be valid for one year from the date of agreement. It can be further one year extendable upon mutual commitment of both CMSS and transporter/logistic service providers.
- b.** On successful completion of each transportation order, the transporter will submit the following documents in two original hard copies signed & stamped by authorised signatory of transporter to respective CMSS warehouse for payment:-
- Order copy/requirement of vehicle from CMSS warehouse.
  - Original bill with clearly mentioning order no. with date, type of vehicle, and delivery details.
  - Proper proof of delivery (either in consignee acknowledgement or receiving on bulity).
  - Colour photograph of vehicle during full loading of materials with clearly reflecting material, vehicle type and vehicle registration number. During photography, time & date should be ON in the camera so that date & time should be clearly print automatically & visible on the photograph.

In case bill is not supported by Proof of Delivery (POD), it will not be considered for payment.

- c.** TDS as applicable under the rules will be recovered at source from all bills/payment and certificate for such recovery will be issued in due course.
- d.** If there is a delay in stipulated delivery time payment will be done as per the delay delivery clause - Penalty Clause.

- e. If the deliveries are received in damaged condition payments will be made as per Transit/damage clause.
- f. Bills to be submitted at respective warehouses by transporter with complete documents including signed and stamped copy of POD and other relevant documents. Payment of bills will be made within 60 days from the date of receipt of bills (with all requisite documents) at the CMSS Warehouse Office. In case the payment is delayed or not made within sixty (60) days from the date of submission of complete bill (with all documents), simple interest @ 8.0 %per annum will be payable by CMSS.
- g. No advance payment towards any deliveries will be made.
- h. No extra payment will be made for part delivery.
- i. Payment shall be made in Indian Rupees on submission of hard copy of duly signed 2 copies of invoice showing contract number, item, description, quantities, destination and total amount. Hard copies of the invoice shall be submitted at respective warehouse to warehouse incharge .

#### **16. HANDING OVER OF STORES TO THE TRANSPORTER BY CMSS**

- a. Mode of handing over of store for transportation will be decided by the CMSS Authority. No request or interference of the transporter for the above will be entertained at any circumstances.
- b. The store/goods will be handed over to the Transporter/Authorized representative of the transporter for delivery from the CMSS Warehouse.
- c. Stores are to be transported in closed body or covered vehicle protected from sunlight, rain, and extreme of temperature to avoid damage to medical stores/ drugs. The transporter or his authorized representative must attend the respective CMSS Warehouse within Three (3) days of issuing work order and in case it is holiday, next working day should be taken into consideration to collect instruction of delivery and relevant documents to lift store from time to time. The transporter may also keep close contact over phone with respective CMSS Warehouse.
- d. Instruction to provide truck/vehicle will be given to the Transporter over email/SMS/WHATSAPP by the warehouse and it will be the responsibility of the transporter/authorized representative of the transporter to collect the stores from the officer-in -charge and no plea regarding non-receipt of intimation/requisition will be entertained in any circumstances.
- e. The transport truck should be provided / placed by the transporter to lift the store from CMSS, Warehouse within three days (3 Days) from the date of issue of instruction or requisition of the respective CMSS Warehouse or CMSS Head Office. If the transporter fails to place/provide truck within three days (3 Days) without valid reason, then penalty will be imposed as per Penalty Clause after the expiry of above stipulated date till the date of lifting by other agency.
- f. If the transporter fails to place/provide truck/vehicle within three days from the date of instruction/requisition to lift store, the work will be carried out through other agency and rate difference will be recovered from defaulter transporter including penalty due to non-lifting of stores.
- g. Transporter will ensure that consignments are delivered to the nominated person only. Delivery to any wrong person will be the sole responsibility of transporter and the cost of material shall be recovered from the transporter and no payment of such bills will be made by CMSS.
- h. No octroi charges are applicable for Govt. Stores. Permissions (if any) required from traffic police authority etc., the same has to be arranged by the transporter.

#### **17. DELIVERY OF STORES**

- a. The Transporter should deliver the store in good condition in shortest period from date of lifting of stock from CMSS Warehouse and will collect the proper acknowledgement/receipt of delivery from the Consignee/Indenter i.e. obtain a clear receipt of store, total no. of Cartons and each Truck registration No. which contain the store and must have consignee's signature and Rubber stamp.
- b. Intimation of delivery of store should be made in writing within two to five days (depending upon the distance) from the date of delivery and relevant documents of such acknowledgement of delivery of store to be handed over to the officer of CMSS Warehouse

within next Five (5) days from the date of request/acknowledgement of store by the consignee.

- c. In case the transporter failed to submit intimation or acknowledgement within the above stipulated period without any valid and accepted reason, he shall be liable for Penalty as per 'Penalty Clause'.

#### **18. TRANSIT DAMAGE/LOSES**

It is expected by CMSS, New Delhi that the transporters will take utmost care to deliver the goods to the consignee without any damage/ shortage or losses. Neither they shall make deliveries in part nor they can refuse to deliver the consignment. In case of any reported damage/shortage /losses /missing and non-delivery of the consignment CMSS, New Delhi may recover the cost towards such damage/shortage /losses /missing and non-delivery from the transporters pending bills /credit balance or security deposit or any other sum, which is due to them irrespective of any insurance link up/settlement.

#### **19. ROAD ACCIDENT**

In case of road accident, the transporter should require to keep CMSS informed in writing on immediate priority. They should also report to nearest police station, lodge an FIR (panchnama). Making arrangement for the appointment of surveyor and survey. Documentary evidences related to accident photograph, copy of FIR/Panchnama should be handed over to CMSS within one weeks of the incident. It is also the responsibility of the transporter to take all precaution and preventive measure to ensure the least damage to the material and transferring the shipment on route to consignee location. In case of accident took place during the transfer of shipment, as it is not permitted, CMSS reserves the right to penalize the transporter by effecting deductions to cover up cost/implication of damages from the existing /future bills and other forms of securities held by the CMSS. Only in case of delays due to accident/Act of God/breakdown of vehicle (not regularly) may be considered on case to case basis after evaluation at CMSS.

#### **20. PROCEDURAL STEPS FOR THE ROAD ACCIDENT**

- a. The transporter will inform the police in writing and immediately inform to CMSS by any possible medium of communication fax/telephone/email enclosing copy of FIR.
- b. The transporter will take the immediate steps on war foot to protect the material from theft/pilferage or damage at the site of accident.
- c. Material should be immediately transported to the consignee location through alternative truck.
- d. Damaged material should be handed over to consignee, to be surveyed later on.
- e. A detailed Panchnama /FIR should be made and the copies should be hand over to CMSS. In no case documentary evidences/ Panchnama / FIR will absolve the transporter from its responsibility and liability on account of damage/loss of material and CMSS has the right to deal the every case on the individual merit.

#### **21. PENALTY CLAUSE**

In case the transporter fails to deliver/lift the store in good condition within the above specified time schedule as stated in point no. 16 & 17 (under the heads handing over of stores to the transporter by CMSS and Delivery of Store) or non-compliance of any conditions as mentioned in point no. 22 (under the head Other Conditions), he shall be liable to pay compensation for delay Rs. 1000/- per day delay. This amount of penalty will be deducted from submitted performance security or pending bills of the service provider. Beyond the delay of 4 days, order will be considered deemed cancel and other vehicle shall be deployed at the risk and cost of the empanelled transporter. The agreement between the CMSS and the service provider will be cancelled if there are 5 such delays by the service provider and in such a case the PBG of the Transporter (s) will be forfeited.

#### **22. OTHER CONDITIONS:**

- a. In case of habitual delay of the transporter for performing the job of transportation or bad Workmanship, the agreement for transportation of store will be rescinded. In such case work of Transportation will be carried out through other agency at the risk and cost of the

Authorized Transporter and the difference of cost of transportation charges will be recovered from Authorized Transporters Bank Guarantee/Pending Bills.

- b. In case vehicle detained at loading, unloading point or any check post, CMSS is not liable to bear any detention charge.
- c. No trans-shipment will be allowed, Stores have to be delivered by same vehicle/ Truck whatsoever in which the stores are loaded. In case of any dispute in respect of above, payment shall not be made.
- d. If consignment is planned to be delivered to a new station, rates will be decided on the basis of rates applicable (in our contract) for the nearest equivalent station (distance wise).
- e. The transporter has to unload and deliver the goods to the consignees as per their requirements and shall not charge any amount for same from consignee.
- f. The transporter has to provide sufficient manpower for loading and unloading the consignments at the Store/godown of the consignees as per their requirements.
- g. "DOOR DELIVERY" will be made for all the consignments for each station/depots where the transporter is unable to arrange door delivery because of Traffic regulations for heavy vehicles in the area, the transporter shall arrange door delivery by alternate means with no extra cost.
- h. The trucks should also comply with prevailing statutory requirements as notified by Central / State Government Authorities.
- i. Bidders are free to bid for all or any one of the Vehicle and also for any one or all distances mentioned in the price bid.
- j. CMSS reserves the right to accept the bids of different bidders for different vehicle types and different distance slabs mentioned in the price bid document. The mode of selection of the bid will be the lowest rates i.e. L1 for that category of vehicle and distance mentioned.
- k. CMSS reserves the right to match L2, L3, L4...etc. price with respective L1 price(s) and work may be awarded to such matched L1 bidder(s) if need arises.

### **23. NO REVISION/CORRECTION OF RATES**

Once the rates are quoted and accepted, there will be binding on the bidder for the full contract period (One Year) and any increase in the price, will not be considered till the completion of this contract period.

### **24. Statutory and other related obligations/provisions :**

- a. The Transporter/Contractor shall comply with all statutory provisions relating to his trade/business /profession including his own employees or employees engaged by transporter and CMSS shall not be responsible for his omission/commission. Further, the transporter undertakes to abide by the provision of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 in as much as the "Road Motor Transport Establishments" in the list of Non - Factory Industries to which the EPF Act has been made applicable, is a class of establishments notified at item no. (4) of Appendix-I of EPF and Maharashtra Act, 1952 and as such the transporter shall ensure appropriate coverage of the TT Crew under the said Act and keep the CMSS indemnified for any non-compliance by the transporter.
- b. The Transporter shall, for the purpose of carrying out the activities mentioned in this Agreement, employ or engage their own personnel having valid heavy vehicle driving license and will comply with all other provisions of law as applicable in respect of such driver/crew member or employee None of such employees of the Transporter shall claim any wage, compensation or any other sum from the CMSS in any circumstances whatsoever.
- c. The Contractor(s) shall observe and comply with the requirements of the Minimum Wages Act, the ESI Act, PF and all other Industrial / Labour legislation's for the time being in force or may later be brought into force governing the relationship between the employer and the employees and also undertake to hold the CMSS indemnified against all claims payments, losses that the CMSS may have to make or suffer on account thereof.
- d. The Transporter(s) will accept liability of payment of compensation in accordance with the provisions of the Workmen's Compensation Act, 1923, read with the ESI Act 1948 or amendments thereafter for personal injury caused to any workmen by accident arising out of and in the course of his employment by the Transporter(s) in the discharge of the Transporter(s) obligations under the Agreement. The Transporter(s) will indemnify the CMSS and keep indemnified from and against all payments by way of compensation or otherwise which the CMSS in connection with, any claim preferred by such workmen and/or against all

actions, claims and demands whatsoever in respect thereof or in respect of any loss, injury or damages whatsoever to any third party, person caused by the Transporter(s) their workmen, servants and agents.

- e. If for any reason whatsoever, the CMSS is made to pay any amount to such employees of the Transporter, the Transporter agrees to indemnify the CMSS from any such claim, including the expenses which the CMSS may incur in defending such claim.
- f. The Transporter(s) and his/her/their men shall abide by the Rules and Regulations when they are within the CMSS's premises and will abide by all applicable rules and regulations for the entire period of the transportation of the CMSS's product.
- g. The Transporter(s) will indemnify the CMSS against the consequences arising out of his/her/their workmen's/servants/agent's default or negligence or violation or non-adherence to Municipal / State/Central Acts relating to the carriage of goods. Should the CMSS be held liable for any loss, damage or compensation to any party arising from or in relation to the transport operation under this agreement such loss, damage or compensation shall be reimbursed by the Transporter(s) to the CMSS together with the cost incurred on any legal proceedings pertaining thereto. The Transporter(s) shall whenever required by the CMSS or Governments official authorized under law, produce for inspection all forms, registers and other papers required to be maintained under the various statutes.
- h. The Transporter shall remain at all times liable to the CMSS for any loss or damage caused to any building, Plant machinery or the property of the CMSS due to careless, negligent, inexperienced act or default of the Transporter, his/their agents, representative or employees. The CMSS shall be entitled to deduct from the amounts payable to the Transporter under this Agreement or otherwise the loss or damages so suffered.
- i. The Transporter will be liable for any loss and/or injury to CMSS's employee due to careless, negligent, wrongful act or default of the Transporter, his/their representatives or employees in carrying out the job under this contract. The Transporter will make good to the CMSS any loss what so ever suffered by the CMSS, including but not limiting to the loss arising from:
  - (i) the confiscation by the Government or local authorities of any quantities of the said products delivered to the Transporter(s) for transporting and
  - (ii) loading/unloading or in transit for reasons other than the acts of God, riots or civil commotion.
- j. The liability of proving that any loss or damage caused by any accident of fire resulting from the acts of God is solely upon the Transporter.
- k. Under no circumstances the CMSS shall be liable to compensate the Transporter for any loss or damage caused to the contracted trucks unless such loss or damage has been caused for any willful or intentional act committed by the CMSS.
- l. If before the tender/offer is accepted or during the validity of the tender/contract, it comes to the knowledge of the CMSS that the information/documents submitted by the Tenderer/Transporter at the time of Tender submission/contract/during the pendency of the contract, is wrong/false/fake/forged/any material facts have been concealed, the CMSS reserve the right to not only reject such offer received and/or terminate the Contract but would also be free to take any action which may include blacklisting.

## **25. DISPUTE SETTLEMENT**

If any dispute arise out of the contract with regard to the interpretation, meaning and breach of the terms of the contact, the matter shall be referred by the Parties to the DG & CEO, CENTRAL MEDICAL SERVICES SOCIETY, New Delhi, who will appoint his senior most deputy or the Head of the Department as the Sole Arbitrator of the dispute who will not be related to this contract and dispute should dissolve in accordance with the Provision of the Arbitration Act 1996 and whose decision shall be final. Maybe all legal proceedings, if necessary arise to institute by any of the parties (Society or Contractor) ought to have to be lodged in courts situated at New Delhi not elsewhere.



**ANNEXURE-A****DETAILS OF BIDDER**

**(NOTE: Proof against the below details to be submitted by bidder)**

|    |   |  |
|----|---|--|
| 1. | Name of the Bidders firm  |  |
| 2. | Year of Establishment   |  |
| 3. | Name of authorized representative with office address (Regd. office) with Tel/Fax No & E-mail address |  |
| 4. | Name of authorized representative with office address (Local area) with Tel/Fax No & E-mail address.  |  |
| 5. | Pan No. ( Please enclosed Photo Copy)   |  |
| 6. | GST Regn. No (Please enclosed Photo Copy)   |  |
| 7. | Name of Banker with A/c No  |  |
| 8. | Date of Registration of Company   |  |

**\*Documentary proof against the above shall also be submitted. All documents submitted must be self attested.**

**Designation and Signature of Tenderer**

**Annexure-B**

**CENTRAL MEDICAL SERVICES SOCIETY**  
**(An Autonomous Body under Ministry of Health & Family Welfare, GoI)**

Schedule of price bid to be submitted as per below format in typed copy and as well as also to be submitted in the form of excel sheet in a pen-drive or CD which shall also be sealed and submitted in the financial bid envelope "Cover B".

**Goods will be transported in closed body or covered vehicle from Lucknow Warehouse to Various Consignees as hereunder:**

| Sr. No | Slab     | Vehicle Type (closed body or covered)                                     | Transportation Charges (To be entered by the Bidder in Rs.)<br>a | GST in Rs. (5%)<br>b | Transportation Charges +GST as applicable (To be entered by the bidder in Rs.)<br>X = a+b | Loading & Unloading Charges (Collection, Door delivery & Handling Charge)<br>c | GST in Rs. (18%)<br>d | Loading & Unloading Charges (To be entered by the bidder in Rs.)<br>Y= c+d | Grand Total Amount With applicable Taxes in Rs.<br>Z= (X+Y) | Grand Total Amount With applicable Taxes In Words |
|--------|----------|---|--|----------------------|---|--|-----------------------|--|---|---|
| 1      | 0-25 KM  | Rate for Mahindra Bolero pickup/ TATA 407 or equivalent to 10 ft. Vehicle |  |                      |   |  |                       |  |   |   |
| 2      | 26-50 KM | Rate for Mahindra Bolero pickup/ TATA 407 or equivalent to 10 ft. Vehicle |  |                      |   |  |                       |  |   |   |
|        |          | Rate for Vehicle 14 ft  |  |                      |   |  |                       |  |   |   |
|        |          | Rate for Vehicle 17 ft  |  |                      |   |  |                       |  |   |   |
|        |          | Rate for Vehicle 19ft   |  |                      |   |  |                       |  |   |   |

**For locations above 100 Km:**

| Sr. No | Slab     | Vehicle Type (closed body or covered)                                     | Transportation Charges (To be entered by the Bidder In Rs.)<br>a | GST in Rs. (5%)<br>b | Transportation Charges +GST as applicable (To be entered by the bidder in Rs.)<br>X = a+b | Loading & Unloading Charges (Collection, Door delivery & Handling Charge)<br>c | GST in Rs. (18%)<br>d | Loading & Unloading Charges (To be entered by the bidder in Rs.)<br>Y= c+d | Grand Total Amount With applicable Taxes in Rs.<br>Z= (X+Y) | Grand Total Amount With applicable Taxes In Words |
|--------|----------|---|--|----------------------|---|--|-----------------------|--|---|---|
| 1      | VARANASI | Rate for Mahindra Bolero pickup/ TATA 407 or equivalent to 10 ft. Vehicle |  |                      |   |  |                       |  |   |   |
|        |          | Rate for Vehicle 14 ft  |  |                      |   |  |                       |  |   |   |
|        |          | Rate for Vehicle 17 ft  |  |                      |   |  |                       |  |   |   |
|        |          | Rate for Vehicle 19ft   |  |                      |   |  |                       |  |   |   |
| 2      | BAREILLY | Rate for Mahindra Bolero pickup/ TATA 407 or equivalent to 10 ft. Vehicle |  |                      |   |  |                       |  |   |   |
|        |          | Rate for Vehicle 14 ft  |  |                      |   |  |                       |  |   |   |
|        |          | Rate for Vehicle 17 ft  |  |                      |   |  |                       |  |   |   |
|        |          | Rate for Vehicle 19 ft  |  |                      |   |  |                       |  |   |   |
|        |          | Rate for Vehicle 22   |  |                      |   |  |                       |  |   |   |

|   |          |   |  |  |  |  |  |  |  |  |
|---|----------|---|--|--|--|--|--|--|--|--|
|   |          | ft  |  |  |  |  |  |  |  |  |
| 3 | AG<br>RA | Rate for Mahindra Bolero pickup/ TATA 407 or equivalent to 10 ft. Vehicle |  |  |  |  |  |  |  |  |
|   |          | Rate for Vehicle 14 ft  |  |  |  |  |  |  |  |  |
|   |          | Rate for Vehicle 17 ft  |  |  |  |  |  |  |  |  |
|   |          | Rate for Vehicle 19ft   |  |  |  |  |  |  |  |  |

**Note:**

1. *The bidder/Transporter is free to bid for any location(s) and for any Vehicle type.*
2. *The transporter has to raise GST invoices to CMSS and no RCM (Reverse Charge Mechanism) transaction will be considered.*
3. *The bidder with the lowest quoted amount in column "Z" (Grand Total amount with applicable taxes) shall be L1 for each line item.*
4. *The bidders need to calculate the GST amount at applicable rates and to quote applicable GST amount in Rupees in column 'b' and 'd' mandatorily, presently the GOI rate of GST on GTA (Goods Transport Agency) in transportation is 5% whereas in loading & unloading the GST charged is 18%. Any inconsistency found in the applicable rates and quoted amount the bid shall be summarily rejected.*
5. *The GST will be applicable as per GOI notifications published from time to time.*
6. *The basic rate mentioned in column 'a' & 'c' remains unchanged for the entire period of contract and any extra claim whatsoever will be considered breach of contract.*
7. *Vehicle model mentioned above are just for clarity. Any equivalent vehicle type can also be deployed by the empanelled transporter(s).*
8. *Details of consignee addresses can be taken from respective warehouse.*
9. *The above prices are inclusive of all types of charges related to transportation like toll charges, fuel charges and other charges related to transportation of the same. Apart from above quoted charges, No any other charges will be borne by from the tenderer.*

**ANNEXURE C****Declaration**

To  
The General Manager (Logistics & Supply Chain),  
Central Medical Services Society,  
New Delhi (India).

I/We \_\_\_\_\_ do hereby undertake that I/We have clearly understood the terms and conditions of the tender, that I/We will abide by these terms and conditions mentioned in the tender notice, any breach and /or violation of any of the terms and conditions and/or in case of my work being fundun satisfactory at any time during the period of contract, my contract shall be liable to be terminated without assigning any reason thereof, and that in such case, the amount of performance security shall stand forfeited to the Government and also will be liable to make good all extra cost borne by the CMSS forgetting the job done by other person and /or any loss or damages that may be caused to the CMSS to the unsatisfactory/failure to work on my part.

In addition I/ We solemnly declare that I/ we have never been convicted by any court of law or blacklisted/ debarred on financial/administrative/techno-legal ground by any appropriate authority. By submitting this bid, I/ we assure my/ our agreement to the terms and conditions of tender and will abide by the same if contract is awarded to me/ us.

**Currently running criminal/civil suits against my/ our firm are:**

(Write "NIL" if no court case pending otherwise give the list and enclose case details)

Signature of the bidder:  
With seal

**NOTE: To be given in letter head of the bidder properly signed and stamped.**

**ANNEXURE D****CHECK LIST**

|  | <b>Pg. No. in bid</b> |     |                      |    |                      |
|--|-----------------------|-----|----------------------|----|----------------------|
| 1. EMD in the form of RTGS/NEFT/DD/ BG / MSME certificate for exemption  | <input type="text"/>  | Yes | <input type="text"/> | No | <input type="text"/> |
| 2. Should be Partnership/Proprietor/Registered firm/ LLP.  | <input type="text"/>  | Yes | <input type="text"/> | No | <input type="text"/> |
| 3. PAN issued by the income Tax Authority.   | <input type="text"/>  | Yes | <input type="text"/> | No | <input type="text"/> |
| 4. Income Tax return certificate for the last one year (2017-18 or 2018-19)  | <input type="text"/>  | Yes | <input type="text"/> | No | <input type="text"/> |
| 5. Copy of GST certificate   | <input type="text"/>  | Yes | <input type="text"/> | No | <input type="text"/> |
| 6. One past order for having provided vehicle/s to any state/Central Government Department/ or any other private organization in last 2 years before the date of tender publishing | <input type="text"/>  | Yes | <input type="text"/> | No | <input type="text"/> |
| 7. Signed and stamped copy of declaration to be submitted in letter head of the company in format prescribed at <b>Annexure C</b>  | <input type="text"/>  | Yes | <input type="text"/> | No | <input type="text"/> |
| 8. Complete tender duly signed and stamped by the authorized signatory   | <input type="text"/>  | Yes | <input type="text"/> | No | <input type="text"/> |

**NOTE:**

***Bidders are requested to submit all documents with the bid as shown as checklist (Annexure -D).***

**M/s \_\_\_\_\_  
For Self and Firm / Company Ltd.**

**Signature and Seal**