

**CENTRAL MEDICAL SERVICES SOCIETY**  
**(An Autonomous Body under Ministry of Health & Family Welfare, GoI)**  
**2<sup>nd</sup> Floor, Vishwa Yuvak Kendra, Pt. Uma Shankar Dikshit Marg, Teen Murti Road,**  
**Opp. Police Station, Chanakyapuri, New Delhi - 110021 (India)**  
**Email Id.: [cmssgmad@gmail.com](mailto:cmssgmad@gmail.com) Website: [www.cmss.gov.in](http://www.cmss.gov.in) Contact No.: 011-21410905/06**

**NOTICE INVITING TENDER**

**Tender Ref No.: CMSS/LSC/Warehouse/2021/03**

CMSS invites bids via two-bid tender system from the eligible bidders (Individual Owner/ 3 PL Firm/ Authorized by Property Owner) for hiring of Warehouse space on Lease for 10 years and further extendable by another 05 years for storage of drugs, medicines, vaccines and equipment at the location mentioned below:

Sr. No.	Location	Covered area required
1	Chennai	1500 Sq. Mtrs. ( $\pm 10$ % variable is acceptable)
2	Delhi	1000 Sq. Mtrs. ( $\pm 10$ % variable is acceptable)
3	Bhubaneswar	700 Sq. Mtrs. ( $\pm 10$ % variable is acceptable)

Interested bidders may download the detailed bidding documents, scope of work & other details etc. from CMSS Website [www.cmss.gov.in](http://www.cmss.gov.in).

**CRITICAL DATE SHEET**

1	Tender Publishing Date and time	13-07-2021, 10:00 AM
2	Tender Download, Bid Submission Start date and time	13-07-2021, 10:15 AM
3	Pre-bid meeting date, time & venue	23-07-2021, 11:00 AM <ol style="list-style-type: none"> <li>1. Conference Hall, Central Medical Services Society, 2<sup>nd</sup> Floor, Vishwa Yuvak Kendra, Pt. Uma Shankar Dikshit Marg, Teen Murti Road, Opp. Police Station, Chanakyapuri, New Delhi - 110 021</li> <li>2. CMSS Chennai, CWC, Warehouse no. 11C, container freight Station, Chrompet, Chitalapakkam (P.O), Chennai-600064, Tamilnadu</li> <li>3. CMSS Delhi -CWC, Ware-Housing Scheme Block No 2, Kirti Nagar, Near DSIIDC Complex, New Delhi-110015, Landline No. 011-25106301</li> <li>4. CMSS, Central Warehouse Corporation Premises, Dhabalgiri, Jajpur Road, Dist-Jajpur, Odissa-755019</li> </ol>
4	Tender Download end, Bid Submission end date and Time	13-08-2021, 03:00 PM
5	Technical Bid opening date & time	13-08-2021, 3:30 PM, Conference Hall, Central Medical Services Society, 2 <sup>nd</sup> Floor, Vishwa Yuvak Kendra, Pt. Uma Shankar Dikshit Marg, Teen Murti Road, Opp. Police Station, Chanakyapuri, New Delhi - 110 021
6	Earnest Money Deposit	Rs. 50,000 /- (Rupees Fifty Thousands) per warehouse location
7	Bid Validity	150 Days from the technical bid opening date

**General Manager (LSC)**  
Central Medical Services Society

**INSTRUCTION TO BIDDERS (ITB)**

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## **INSTRUCTION TO BIDDERS (ITB)**

### **A. INTRODUCTION**

#### **1. ABOUT CENTRAL MEDICAL SERVICES SOCIETY (CMSS)**

Central Medical Service Society was established as per Cabinet Approval dated 24.08.2011 as a fully Autonomous Central Procurement Agency under Ministry of Health & Family Welfare, Govt. of India has been in operation for the last seven years for Procurement and Distribution of Medicines and other Medical Supplies for centrally sponsored Programs.

CMSS has been in operation for the last seven years to provide below services but not limited to following services for which CMSS is currently holding warehouses in 20 states Pan India:

- To procure health sector goods efficiently.
- To put in place transparent and competitive systems for procurement so that goods are procured at competitive rates.
- Facilitating supplier selection, contract negotiation and Share of Business allocation.
- Centralized procurement of drugs & consumables and medical equipments Pan India.
- Ensuring to put in place foolproof systems for quality control so that the user gets quality products, quality will be the main driver restricting tender participation to firms of high standard.
- Ensuring to setup and manage an efficient supply chain.
- To standardize specifications, tender procedure, documents, billing and payment systems & ensuring timely payments without the delays to suppliers for all drugs & consumables and medical equipment procured through CMSS.
- Maintaining records related to indents/ requirements, purchase orders, supply and consumption of drugs & consumables and medical equipment and support annual forecasting and budgeting process.
- To reconcile indents versus budgetary allocations and budget variance analysis for procurement of drugs & consumables and medical equipment.
- To procure medical equipment or other materials based on purchase requests received from Ministry of health & family Welfare & to put in place an MIS to prevent stock outs and excess inventory and also to reduce wastage, if not eliminate it.
- To interact with the Ministry and State governments on requirement of health sector goods, their standardization and quality control.

- To assist the EPW in its efforts on States procurement reforms.
- To give technical and managerial assistance to States on procurement and logistics.
- To deal with procurement and distribution with the service provider and the user in view and improve the system based on their feedback.
- To promote rational use of drugs.

## **2. LETTER OF INVITATION**

2.1 CMSS is intended to invite Bids for hiring of warehouse with building/built up floor(s) from the interested owners/builders or 3/4 PL warehousing services providing companies as it is an open market tender, who are having clear and absolute title for hiring of their premises with approved building plans issued by local authority for use as warehouse of pharmaceutical products.

2.2 Bidders are advised in their own interest to please read the document carefully & contact the Tender Inviting Authority on the email provided and/ or the contact numbers provided in the documents in case of any query.

2.3 Submission of Bids against this tender shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the Bid document with full understanding and its implications.

2.4 CMSS, at its own discretion, extend the date for submission of Bids. In such case all the rights and obligations of the CMSS and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

2.5 CMSS reserves the right to cancel any or all the Bids or annul the Bid process without assigning any reason thereof.

## **3. DEFINITIONS**

In this Contract, the following terms shall be interpreted:

3.1 "Bid" means the Technical proposal and the financial proposal.

3.2 "Instructions to Bidders" means the document which provides interested Bidders with all information needed to prepare their Bids. This document also details out the process for the selection of the Bidder for the work mentioned in this tender document.

3.3 "Scope of work" (SOW) means Scope of work mentioned in Section III: Terms of Reference of the RFP which explains the objectives, Scope of work, activities, tasks to be performed, and expected results and deliverables of the assignment, respective responsibilities of the Purchaser and the Bidder.

3.4 "The Project Site", where applicable, means the sites or location where warehouses are situated.

3.5“Day” means a calendar day.

3.6The “End-Customer/Client Department” means the CMSS.

3.7 “Lessee” means CMSS and “Lessor” means selected bidder.

## **B. THE BIDDING DOCUMENTS**

### **4. AVAILABILITY OF TENDER DOCUMENT**

4.1 This tender document is available on the CMSS's website [www.cmss.gov.in](http://www.cmss.gov.in) to enable the Bidders to view and download the Bidding document, submit their Bids up to the last date and time mentioned in tender document.

### **5. CONTENTS OF BID DOCUMENT**

5.1 The Scope of work, Bidding procedure, terms and conditions etc. are prescribed in the bid document.

5.2 The Bidders are expected to examine all the instructions, forms, terms and conditions, requirements and qualifications in the tender documents. Failure to furnish all the information required as per the Bidding documents or submission of a Bid not responsive to the tender document in every respect will be at the Bidder’s risk and may result in the rejection of his/her Bid.

### **6. CLARIFICATIONS OF TENDER DOCUMENTS**

6.1 A prospective Bidder requiring any clarification of the tender documents may raise his/her point of clarification to CMSS’s E-mail Id i.e. [cmssgmad@gmail.com](mailto:cmssgmad@gmail.com).

### **7. AMENDMENT OF TENDER DOCUMENT**

7.1 At any time prior to the deadline for submission of Bids, the CMSS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the tender document by amendments. Such amendments shall be posted/ uploaded on the CMSS website i.e. [www.cmss.gov.in](http://www.cmss.gov.in) through corrigendum and shall form an integral part of the Bid documents. The relevant clauses of the tender documents shall be treated as amended accordingly.

7.2 It shall be the sole responsibility of the prospective Bidders to check the CMSS website i.e. [www.cmss.gov.in](http://www.cmss.gov.in) from time to time for any amendment in the Bid document. In case of failure to get the amendments, if any, the CMSS shall not be responsible for any negligence on part of the Bidder.

7.3 In order to allow prospective Bidders a reasonable time to take the amendment into account in preparing their Bids, CMSS at its discretion, may extend the deadline for the submission of Bids. Such extensions shall be posted/up-loaded on the CMSS website i.e. [www.cmss.gov.in](http://www.cmss.gov.in)

## **C. PREPARATION & SUBMISSION OF BIDS**

## **8. DOCUMENTS CONSTITUTING THE BID**

- 8.1 The Bids prepared by the Bidder shall comprise the following components:
- i. Technical bid (un-priced) with Earnest Money Deposit (EMD)
  - ii. Financial Bid

## **9. DOCUMENTS ESTABLISHING BIDDER'S QUALIFICATION**

9.1 The Bidder shall furnish, as part of Technical Bids, documents establishing the qualification to perform the Contract. The documentary evidence in support of the information furnished should be submitted by the Bidder.

## **10. DOCUMENTS REQUIRED TO BE SUBMITTED**

10.1 The bidder shall furnish, as part of the bid documents, the following documents or whichever is applicable as per terms and conditions of Bidding Documents for technical eligibility of the tender failing which the bid may be rejected:-

- (i) Copy of Partnership/Proprietorship/Registered firm/LLP/any other, whichever is applicable.
- (ii) Copy of PAN Card.
- (iii) Copy of GST Registration Certificate.
- (iv) Power of Attorney to sign the bid if applicable.
- (v) Copy of Audited Balance Sheet, Profit loss statement or ITR for any two of the last three financial years (2017-18, 2018-19 & 2019-20).
- (vi) Bank statements for the past 06 months.
- (vii) A declaration that the bidders should not be blacklisted by any Central Govt./State Govt./PSU/Agencies/ Corporations/ Departments etc on any grounds in last 2 years.
- (viii) If a similar property has been leased/hired earlier in past to any other government organization or PSU, then kindly mention the fact in the Technical Bid and share the relevant documents for the same (Work Order/ PO/ Legal Deed) indicating the details of the same.
- (ix) Minimum 10 photographs of the property showing its frontage and the area in which the property is located from all the 4 zones of the property, Parking Area, Flooring, roof top, available docks if any.
- (x) Attested copies of Allotment Letter of the Property establishing the proof of ownership issued by the appropriate authority as applicable.
- (xi) Copy of title deed.

- (xii) Copy of Identification Proof of Bidder such as Aadhar Card/Driving License/Voter ID/Passport etc.
- (xiii) Notarized declaration on Rs. 100 stamp paper from bidder that the building & space offered under this tender is free from encumbrances and should not be charged.
- (xiv) Signed & stamped copy of tender document including any corrigendum issued by CMSS.
- (xv) Survey plan indicating the exact location of the offered land.
- (xvi) Original authorization letter from owner, if, the bid is submitted by a Broker.
- (xvii) Floor Plan/ drawing demonstrating the total carpet area offered with details of all facilities in property.
- (xviii) The Bidder has to submit the occupancy certificate/completion certificate/functional certificate as per the Building Regulation of appropriate authority of the government.
- (xix) Letter of undertaking for following: -

*“The Information regarding ambience of the property including approach roads, nature of activities being carried out in the surrounding properties etc shall be furnished by the bidder on the letter head of the bidder & mention the below details to in case of precast property.”*

Full Address of the property .....

Offered Carpet area in .....Sq. mtrs.

Super area as registered in Property Registry in.....Sq. mtrs.

**10.2 The bidders will fill the flowing check-list & submit in the technical bid & these can be verified by CMSS during the site visit. It is the responsibility of the bidder that every points & documents submitted in the bid during participation and should be matched with CMSS authority during site visit. Bidders will fill the following checklist carefully and in support of claim, submit the supporting documents which available. The decision of CMSS will be final.**

Sr. No.	Attribute	Available (Yes/No)	Submit any supporting documents if available (Yes/No)
1.	<b>Full Address of the Property :</b>		
	<b>Essential utilities availability like:</b>		
	If both Municipal Water and Borewell Water available		
	If Municipal Water available only		



	If Borewell Water available only		
2.	<b>Entrance of property</b>		
	If Entrance of property is 20-25 ft. or more		
	If Entrance of property is less than 20 ft.		
3.	<b>Access road</b>		
	If Access road is 40 ft or more wide Bituminous Roads		
	If Access road is between 25- 40 ft wide Bituminous Roads		
	If Access road is 25 ft or less wide Bituminous Roads		
4.	<b>Motorable Distance from National Highway in kms.</b>		
	0-1 kms.		
	More than 1 and up to 2 kms.		
	More than 2 and up to 5 kms.		
5.	<b>Adequate space for parking of vehicles (trucks) :</b>		
	3 or more consecutive trucks can load or unload the cargos at a time.		
	2 consecutive trucks can load or unload the cargos at a time.		
	1 truck can load or unload the cargos at a time.		
6.	<b>Nearest public transport availability like bus stand, rickshaw stand, Auto stands etc.</b>		
	0-1 Kms.		
	More than 1 and up to 3 kms.		
	More than 3 kms.		
7.	<b>Location details:</b>		
	Properly developed (habitated, roads & infrastructure)		
	Less developed		
	Under developed (In agriculture surroundings)		
8.	<b>Life of building (Construction Years)</b>		
	Up to 5 yrs.		
	More than 5 and up to 7 yrs.		
	More than 7 yrs.		
9.	Willingness to make necessary modifications/ further furnishing as may be required by CMSS [(Limited to Section F (TOR and scope of Work)] which can only be judged with the site visit and presentation meetings.		
10.	It should be a Freehold / commercial property with proper permission from Govt. /local bodies for warehousing.		
11.	Site is free from water logging problem		
12.	Hygiene in the neighbourhood:		
	Good		
	Poor		
13.	<b>Infrastructure</b>		
	The height of the roof from the earth is 14 feet or more		
	The height of the roof from the earth is 13 feet or more		

	The height of the roof from the earth is 12 feet or more		
	The height of the roof from the earth is 11 feet or more		

## 11. EARNEST MONEY DEPOSIT (EMD)

11.1 All Bids must be accompanied by Earnest Money Deposit (EMD) of Rs 50,000/- per warehouse location in the form of NEFT/RTGS/ Demand draft drawn in favour of Central Medical Services Society payable at New Delhi.

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 Road, New Delhi
IFSC Code	:	SBIN0000583

11.2 Any Bid not secured in accordance with above shall be treated as non-responsive and rejected by the CMSS. No interest shall be payable by the purchaser for the sum deposited as Earnest Money Deposit. **No Bank Guarantee will be accepted in lieu of the Earnest Money Deposit. The EMD of the Bidders would be returned back after 30 days of signing of the contract with the successful bidder.**

11.3 **The EMD may be forfeited by the CMSS in the following events:**

- If the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form or any extension agreed by the Bidder after opening of the Bid.
- In the case of successful bidder, if the bidder fails to sign the contract.
- If the Bid is varied or modified in a manner not acceptable to the purchaser after opening of Bid during the validity period or extension thereof. If, the bidder tries to influence the evaluation process.

11.4 Bidders who had participated in previous tender (Tender Ref No.: CMSS/LSC/Warehouse/2020/09, dated 21<sup>st</sup> September 2020) for Bhubaneswar location 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 e.g. (Demand draft copy, RTGS, NEFT Transaction details). Tender without the EMD, the bidders bid will be rejected summarily.

## 12. PERIOD OF VALIDITY OF BIDS

12.1 Bid shall remain valid for 150 days from the date of opening of the technical bids. A bid valid for a shorter period shall be rejected by CMSS being non-responsive. However, CMSS reserves the right to extend this period by another 150 days at its discretion, which shall be binding on the Bidder. Thereafter this period may be further extended by the parties on mutual consent.

Any Bidder not keeping the offers open for the prescribed period shall be summarily rejected and his EMD shall be forfeited.

### **13. FORMAT AND SIGNING OF BIDS**

13.1 The bidder shall prepare single stage two part bids, i.e.

- (a) Technical bid (un-priced) with Earnest Money Deposit (EMD)
- and
- (b) Financial Bid

13.2 The Bid shall be typed or printed and all the pages numbered consecutively and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All the pages/documents of the bid shall also be signed manually by the person authorized to sign the Bids before submitting the bidding documents. The bids submitted shall be sealed properly.

13.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid.

### **D. SUBMISSION OF BIDS**

#### **14. SEALING AND MARKING OF BIDS**

14.1 The bidder shall seal the bids in separate envelopes duly marking the envelopes, separately as

**Cover 'A'**

- i. Technical Bid with Earnest Money Deposit (EMD)

**Cover 'B'**

- i. 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 bidder.

14.2 The envelopes shall be addressed to the tenderer at 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**

14.3 The envelope shall bear (the name and address of the tenderer), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

14.4 The inner and outer envelopes shall indicate the name and address of the bidders to enable the bid to be return unopened in case it is declared 'late' or rejected.

14.5 Bids may be sent by registered post or delivered in person on above mentioned address. The responsibility for ensuring that the bids are delivered in time would vest with the bidder. For delay in submission of Bids due to any reasons, the Bidders shall only be held responsible.

14.6 Bids delivered in person on the day of bid opening shall be delivered to the above mentioned address. The purchaser shall not be responsible if the bids are delivered elsewhere.

## **15. DEADLINE FOR SUBMISSION OF BIDS**

15.1 Bids must be received by CMSS at the address and up to the due date and time specified under "CRITICAL DATA SHEET". CMSS may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents.

## **16. LATE BIDS**

16.1 Any bid received by CMSS after the deadline for submission of bids prescribed by CMSS shall be rejected and returned unopened to the bidder.

## **17. MODIFICATION AND WITHDRAWAL OF BIDS**

17.1 No any modifications will be made by the bidder after submission of bid. The location of the property specified in the Tender cannot be changed at any stage under any circumstances.

17.2 No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder's Earnest Money Deposit (EMD).

## **E. BID OPENING AND EVALUATION**

### **18. OPENING OF BIDS BY CMSS**

18.1 CMSS shall open the technical bids in the presence of bidders or their authorized representatives who chose to attend, at the due date and time of bid opening. The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening.

18.2 A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.

18.3 **Venue of bid opening:** Bids will be opened at the CMSS office on the date of bid opening. If due to administrative reason, the venue of Bid opening is changed, it will be displayed prominently on the notice board of the CMSS's office.

### **19. CRITERIA FOR EVALUATION**

The bid evaluation will be done on QCCBS (Quality cum Cost Based selection) in the ratio of 60:40.

## 20. EVALUATION OF TECHNICAL BIDS

20.1 In the first stage, the Technical Bids will be evaluated on the basis of documents submitted in the technical bids by the bidder. Only those Applicants whose Technical Proposals get a score of 60 (sixty) marks or more out of 100 (One hundred) shall qualify for further consideration and shall be ranked from highest to the lowest on the basis of their technical score (TS). The scoring criteria to be used for evaluation shall be as follows: -

Sr. No.	Evaluation Parameters	Scoring marks
1.	<b>Essential utilities availability like: (05 Marks)</b>	
	If both Municipal Water and Borewell Water available	05
	If Municipal Water available only	03
	If Borewell Water available only	02
2.	<b>Entrance of property (05 Marks)</b>	
	If Entrance of property is 20-25 ft. or more	05
	If Entrance of property is less than 20 ft.	00
3.	<b>Access road (05 Marks)</b>	
	If Access road is 40 ft or more wide Bituminous Roads	05
	If Access road is between 25- 40ft wide Bituminous Roads	02
	If Access road is 25 ft or less wide Bituminous Roads	00
4.	<b>Motorable Distance from National Highway in kms. (05 Marks)</b>	
	0-1 kms.	05
	More than 1 and up to 2 kms.	03
	More than 2 and up to 5 kms.	01
5.	<b>Adequate space for parking of vehicles (trucks) : (10 Marks)</b>	
	3 or more consecutive trucks can load or unload the cargos at a time.	10
	2 consecutive trucks can load or unload the cargos at a time.	05
	1 truck can load or unload the cargos at a time.	03
6.	<b>Nearest public transport availability like bus stand, rickshaw stand, Auto stands etc. (10 Marks)</b>	
	0-1 Kms.	10
	More than 1 and up to 3 kms.	05
	More than 3 kms.	02
7.	<b>Location details: (10 Marks)</b>	
	Properly developed (habitated, roads & infrastructure)	10
	Less developed	05
	Under developed (In agriculture surroundings)	02
8.	<b>Life of building (Construction Years) (05 Marks)</b>	
	Up to 5 yrs.	05
	More than 5 and up to 7 yrs.	03
	More than 7 yrs.	01
9.	Willingness to make necessary modifications/ further furnishing as may be required by CMSS [Limited to Section F (TOR and scope of Work)] which can only be judged with the site visit and presentation meetings. <b>(10 Marks)</b>	10

10.	It should be a Freehold / commercial property with proper permission from Govt. /local bodies for warehousing. <b>(10 Marks)</b>	10
11.	Site is free from water logging problem <b>(05 Marks)</b>	05
12.	Hygiene in the neighbourhood: <b>(10 Marks)</b>	
	Good	10
	Average	05
	Poor	03
13.	<b>Infrastructure (10 marks)</b>	
	The height of the roof from the earth is 14 feet or more	10
	The height of the roof from the earth is 13 feet or more	08
	The height of the roof from the earth is 12 feet or more	06
	The height of the roof from the earth is 11 feet or more	04

## 21. SHORT-LISTING OF BIDDERS

21.1 Bidders who get 60 (Sixty) or above marks in the technical score will be technically shortlisted for next stage i.e. opening of financial bids.

## 22. EVALUATION OF FINANCIAL BIDS

22.1 In the second stage, the financial bids will be opened of those bidders who get the 60 (Sixty) or above marks in the technical score and evaluation will be carried out. Each Financial Bid will be assigned a financial score (FS).

22.2 CMSS will determine whether the Financial Bids are complete, unqualified and unconditional. The cost indicated in the Financial Bids shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the bidder to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the bidder.

22.3 It may be noted that the Second Envelope containing the Detailed Price Offer will be opened only for those bidders/Property owners/dealers whose technical proposals is short listed by the Tender Committee of CMSS as per their technical evaluation and they score minimum 60 out of 100 marks for above mentioned technical parameters. The decision of Tender Committee shall be final and binding and no further correspondence in this regards shall be entertained by the Bidder.

22.4 Technical score of the bidder getting maximum marks in technical evaluation will be taken as 100 & all other (Lower Score) will be evaluated as  $TS = \frac{\text{marks obtained by bidders} \times 100}{\text{Highest marks obtained by any bidder}}$ .

22.5 Similarly financial score (FS) of bidder quoting lowest rates is taken as 100 & financial score (FS) of other bidders will be calculated as  $FS = \frac{L1 \text{ rates} \times 100}{\text{Rates offered by bidder}}$ .

## 23. COMBINED AND FINAL EVALUATION

23.1 The bids will finally be ranked according to their combined technical (TS) and financial (FS) scores as follows: -

$$S = \text{Technical Score (TS)} \times 0.6 + \text{Financial score (FS)} \times 0.4$$

Where S is the combined score, and 0.60 and 0.40 are weights assigned to Technical Bids and Financial Bids, which shall be 0.60 and 0.40 (60:40) respectively.

23.2 The Selected bidder shall be the first ranked bidder (having the highest combined score). The second ranked bidder shall be kept in reserve and may be invited for negotiations in case the first ranked bidder withdraws or fails to comply with the requirements of tender, as the case may be.

#### **24. ACCEPTANCE OF TENDER**

24.1 On finalization of Tender, CMSS will communicate acceptance of the tender by way of letter of acceptance which will conclude a binding contract between the parties and the Purchaser shall act upon such acceptance letter. The bidder will convey acceptance to this LOA within 3 days of issue of this letter, else it will be presumed that the bidder are not keen to accept the LOA and CMSS may proceed for allocation of work to other bidder and other actions i.e. blacklisting and forfeit of bid security.

#### **25. SIGNING OF LEASE DEED**

25.1 The issue of Notification of Award shall constitute the award of contract on the bidder.

25.2 Successful Bidder will sign the lease deed with CMSS as per the provisions of their concerned State Union Territory Administration within 21 days from the date of issue of the letter of acceptance. The lease deed will be registered at Registrar/Sub-Registrar of concerned State. The charges of stamp duty will be paid equally by both CMSS and the bidder.

25.3 If successful bidder is other than property owner like broker/authorized bidder of property owner then successful bidder within 10 days of issuing of letter of acceptance will also sign the lease deed with property owner as per the provisions of their concerned State Union Territory Administration. The lease deed will be registered at Registrar/Sub-Registrar of concerned State. In this case, CMSS will not be responsible for any payment of charges of stamp duty.

25.4 Before the signing of the Lease Deed, the bidder will submit the following documents to CMSS: -

- a. Layout plan of warehouse.
- b. Details of AC, Ceiling Fan, LED/CFL and fresh paint (With detailing of manufacturer name, quantity and capacity etc.).
- c. List of works (as per tender terms & conditions), which will be done by bidder from the date of lease deed to handover the warehouse space.
- d. Attested copies of Allotment Letter of the Property establishing the proof of ownership issued by the appropriate authority as applicable.
- e. Copy of title deed.
- f. Survey plan indicating the exact location of the offered land.
- g. Floor Plan/drawing demonstrating the total carpet area offered with details of all facilities in property.
- h. The occupancy certificate/completion certificate/functional certificate as per the Building Regulation of appropriate authority of the government.

- i. The property should be a Freehold / commercial property with proper permission (NOC) from Govt. /local bodies for warehousing.
- j. Necessary clearances from Fire, Water and Pollution Department etc.
- k. No dues and NOC from local bodies that there is no any pendency of any types of bills like water, electricity etc. till date.
- l. NOC from Pharmaceutical Warehouse.

## **26. SPECIAL CONDITIONS OF CONTRACT**

- 26.1 Bidder is free to quote the tender for any location or for all location but it needs that bidder will clearly mention in the bids submitted that for which location they have submitted their bids. Bidder will also submit EMD separately for every warehouse locations as quoted.
- 26.2 The carpet/ covered area would mean the useable carpet area at any floor level based on the net finished wall to wall internal room measurement excluding external, internal walls, door jambs, docks, shafts, common areas. CMSS will pay the rent for the carpet/covered area as described and not pay any rent charges for parking area, security room etc.
- 26.3 The Applicant shall provide all the information sought under this Document. CMSS would evaluate only those Applications that are received in the required format and complete in all respects. Incomplete and / or conditional Applications shall be liable to rejection. No claims whatsoever will be entertained if submission is not received by due date and time.
- 26.4 The representatives of CMSS shall visit the site for physical verification, location & observe the status of warehouse/premises as well as whole building/tower. CMSS subsequently may carry out due diligence or other verifications for its satisfaction, for which all assistance shall have to be provided by the applicant/ premises owner(s) including ownership documents and chain of documents. During site visit, the applicant/bidder will also nominate their representative who will brief about the property to the representative of CMSS.
- 26.5 CMSS reserves the right to accept or reject any or all the applications, or Negotiate for reduction in the quoted price with any or all the applicants or annul this process at any time without assigning any reason for whatsoever reasons. CMSS is not bound to give reasons for rejection of any of the Tenders. The decision of CMSS in this matter shall be final & binding on all the applicants.
- 26.6 The lease/Hiring period will be for 10 years from the date of start of lease deed between CMSS and selected bidder which may be extended further by the CMSS upon mutual commitment of both for next 05 years. The annual increment will be 3 % of the amount after one year on yearly basis.
- 26.7 CMSS may terminate the lease during its currency in case the bidder fails to fulfill any of its obligations under the contract or breaches any of the terms of the contract. Lock in period is 3 (Three) Years, during lock in period none of the party terminate this lease deed, after completion of lock in period only CMSS has right to terminate this lease deed by giving Six Months notice in writing to the bidder at their last known place of business and the bidder shall not be entitled to any compensation or rent or any other payment for the remaining period of the guaranteed hiring by reason of such termination. The bidder cannot terminate the lease deed during the entire duration of the Lease Period (i.e. 10 Years).



- 26.8 The selected bidder will hand over the warehouse premises to CMSS within 60 days from the date of lease deed. For any delay, the decision of CMSS will be final. No any representation will be entertained by CMSS in this regard.
- 26.9 The bidder will hand over the warehouse premises to CMSS in good condition, neat & clean with fresh paint with all electricity, water connection etc as per the satisfaction of CMSS.
- 26.10 It is the responsibility of the bidder that they will insure to proper availability of Internet with high speed and mobile catchment area. Due to non-availability of the same, the bidder will provide radio link & broadband facility at their own cost before handover the warehouse.
- 26.11 The ware house should have a separate toilet.
- 26.12 All repair works (minor & major) during the lease period will be done by the selected bidder in a reasonable time as mutually decided by both.
- 26.13 All statutory taxes will be paid by the selected bidder, CMSS will pay only the rental charges as quoted by the bidder. CMSS will also pay the water & electricity bills as produced by govt. electricity & water meters. Separate electricity & water meters will be provided by the bidder.
- 26.14 The Lease deed shall be signed only if the due diligence report is positive or on compliance of the anomalies, if any, to the satisfaction of the law firm appointed by CMSS. The fee to such Law Firm shall be paid by CMSS only.
- 26.15 All major repairs such as leakage in Building and water pipes, cracks, other defects and electrical defects shall be attended up by the bidder at his own cost to the satisfaction of CMSS upon such defects being notified by CMSS. If the bidder fails to repair the same on time, CMSS is free to make it repair on his own expenses and the expenses will be adjusted from the monthly rent bill. But this incidence will not be repeated by the bidder on continuously.
- 26.16 All the maintenance related complaints shall be attended on priority but not later than 4 working hours, to the satisfaction of CMSS.
- 26.17 The wall of the warehouse should be whitewash in white colour and whitewash should be in the interval of every five years.

## **27. PAYMENT TERMS**

- 27.1 CMSS will make payment to the selected bidder based upon agreed price.
- 27.2 The warehouse rent will be start from the date of handover the warehouse space to CMSS by the bidder. CMSS shall make all payment of total consideration subject to applicable tax deducted at source and CMSS will issue TDS certificate within a reasonable time.
- 27.3 The bidder will submit the original invoice of rent by 7th day of the starting of the month and CMSS shall pay the monthly agreed rent in advance to the bidder within 21 days of the submission of monthly bills.

27.4 CMSS will not pay any brokerage to any person/Agent/Real Estate consultant, agency charges and service charges for the proposed transaction/deal.

27.5 Applicable tax shall be deducted as per the applicable rules and norms, while making the payment.

27.6 CMSS shall pay the monthly electricity bill to the Electricity Provider (viz. SEB/concerned DISCOM etc.). For the same, bidder will provide sub meter from its main source.

27.7 Electricity/Utility expenses will be paid by CMSS directly.

27.8 In future, if the selected bidder fails to deliver the services in satisfactory manner as per the terms & conditions of tender document and Lease Deed, CMSS can take the services directly from the owner of the property at the same rate & area. For this, both the selected bidder and property owner are bound to provide the services.

27.9 The selected bidder will also submit the details of rental summary paid to the property owner on monthly basis to CMSS.

## **28. RESOLUTION OF DISPUTES**

28.1 CMSS and the bidder 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.

28.2 In case of a dispute or difference arising between the CMSS and bidder relating to any matter arising out of or connected with this lease deed, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be New Delhi.

## **29. JURISDICTION**

29.1 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.

**SECTION F**  
**TERMS OF REFERENCE (TOR) AND SCOPE OF WORK**

CMSS needs warehouses at the following 3 locations Chennai, Delhi and Bhubaneswar for storage of drugs, medicines, vaccines, equipment and other health sector goods. The requirement is to have warehouse that meets the parameters mentioned below: -

Sr. No.	Particulars	Details												
1	<b>Location</b>	<p>Within the city limit with the availability of public amenities.</p> <p>It is mandatory that the warehouse (Complete offered area) should be on ground floor only.</p> <p>For Chennai, the location of the warehouse should be in the Chennai Jurisdiction.</p> <p>Similarly, for Delhi, the location of the warehouse should be within the Municipal limit of Delhi.</p> <p>Similarly, for Bhubaneswar, the location of the warehouse should be within the Municipal limit of Bhubaneswar city.</p>												
2	<b>Size of the warehouse</b>	<table border="1" style="width: 100%;"> <thead> <tr> <th>Sr. No.</th> <th>Location</th> <th>Covered area required</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Chennai</td> <td>1500 Sq. Mtrs. (<math>\pm 10\%</math> variable is acceptable)</td> </tr> <tr> <td>2</td> <td>Delhi</td> <td>1000 Sq. Mtrs. (<math>\pm 10\%</math> variable is acceptable)</td> </tr> <tr> <td>3</td> <td>Bhubaneswar</td> <td>700 Sq. Mtrs. (<math>\pm 10\%</math> variable is acceptable)</td> </tr> </tbody> </table> <p><b>Note:</b> - 1. For above three locations, bidder can quote their bid above 10 % variation but not below the 10 % variation. 2. In the case, when bidder offers the space above 10 % variation, CMSS will calculate the L1 rate in the range of <math>\pm 10\%</math> variation and also pay the rental charges in the same range of <math>\pm 10\%</math> variation.</p>	Sr. No.	Location	Covered area required	1	Chennai	1500 Sq. Mtrs. ( $\pm 10\%$ variable is acceptable)	2	Delhi	1000 Sq. Mtrs. ( $\pm 10\%$ variable is acceptable)	3	Bhubaneswar	700 Sq. Mtrs. ( $\pm 10\%$ variable is acceptable)
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3	Bhubaneswar	700 Sq. Mtrs. ( $\pm 10\%$ variable is acceptable)												
3	<b>Accessibility</b>	The location of premises/warehouse offered should draw its access from main roads easily.												
4	<b>Frontage</b>	Good frontage should be available with approx. 20 to 25 ft. approach road.												
5	<b>Infrastructure</b>	<p>It should be a RCC Structure &amp; space is to be exclusively provided to CMSS as sharing the space with any other entities is not possible. Basic Infrastructure i.e., Water supply, one separate toilet, Electricity, fire safety alarms, Sewerage, electricity &amp; Storm Water Drainage, fencing / boundary wall etc. should be available.</p> <p>Bidder will provide 100-150 Sq. ft. furnished area with partition of aluminium sheet for office purpose in the offered warehouse area. Further, they will make workstations with storage of good quality of plywood for sitting of 1 senior (L shaped- executive work station) and 4 junior warehouse staffs. The details technical specifications of workstations are as follows: -</p> <p>Work station with key board tray mounted on telescopic channels, CPU trolley and separate provision for data and power wiring. The unit to be made 19 mm thick marine plywood. The tops of the units to be 25 mm thick and duly laminated on both sides. The</p>												

		<p>outer sides to be laminated with 1.0 mm thick laminate Sunmica make and the inner sides to be laminated with balancing grade laminate. The drawers to be mounted on telescopic channels of ebcomake. The unit to have storage cabinet of 820mm ht. with openable shutters.</p> <p>The height of the roof from the earth should be minimum 11 Feet.</p>																
6	<b>Parking</b>	Adequate space for parking of vehicles so that at least three consecutive trucks can load or unload the cargos at a time.																
7	<b>Area</b>	The property should be situated in specified locations with compatibility and proximity to public amenities.																
8	<b>Floor</b>	<p>During the handover of the warehouse to CMSS, the bidder will do the Epoxy flooring (Electro Static Discharge with 2 mm thickness) in whole warehouse space with long life lasting at their own expenses. If in future, Epoxy will be damaged, the bidder will complete the Epoxy work at their own expenses and maintain it during the lease agreement period.</p> <p>Bidder will install Smoke detector with alarm facility in the warehouse.</p>																
9	<b>Air Conditioning</b>	<p>Bidder will provide the space of 200-250 Sq. Ft. with the facility of good quality of Air Conditioning (Cold Room). Also provide the proper lighting facility of LED in the whole space.</p> <p>The air conditioning (Cold Room) should have facility of automatic doors used for fast access between internal and external areas of buildings.</p>																
10	<b>Experience</b>	If a similar property has been leased/hired earlier to any other government organization, then kindly mention the fact in the Technical Bid and share the relevant documents for the same (Work Order/ PO/ Lease deed) indicating the details of the same.																
11	<b>Legal and Statutory Approvals</b>	<p>The owner(s) of the property should have requisite approvals regarding commercial use of property, construction of the property, Occupation Certificate and necessary clearances from Fire, Water and Pollution Department etc.</p> <p><b>All the said documents are required to be submitted with bid.</b></p> <p><b>Following is the exhauster lists shows various statutory clearances, which may be vary from state to state. The bidder will submit the copy of all the statutory approvals, which is required for their state.</b></p> <table border="1"> <thead> <tr> <th>S. No.</th> <th>Category</th> <th>Name of license</th> <th>Requirement Under Act/ Status</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Establishment Related</td> <td>Shops &amp; Establishment License</td> <td>Shops &amp; Establishments Act and Rules made there under to be taken from the Shop &amp; Establishments Department of the concerned Municipal Corporation</td> </tr> <tr> <td>2</td> <td>Establishment Related</td> <td>Fire NOC</td> <td>This fire NOC is required by the Municipal Authorities under the Municipal Corporation Act</td> </tr> <tr> <td>3</td> <td>Establishment Related</td> <td>Weights &amp; Measures</td> <td>Weights &amp; Measures Act. Under this Act, we have to use certified weighing machines only. Whenever we purchase any weight or measure, we shall demand certificate of that weight &amp; measure from the seller of that weight or measure. On the certificate, the validity period of that weight is mentioned. We shall get the certificate renewed after its validity from the weight</td> </tr> </tbody> </table>	S. No.	Category	Name of license	Requirement Under Act/ Status	1	Establishment Related	Shops & Establishment License	Shops & Establishments Act and Rules made there under to be taken from the Shop & Establishments Department of the concerned Municipal Corporation	2	Establishment Related	Fire NOC	This fire NOC is required by the Municipal Authorities under the Municipal Corporation Act	3	Establishment Related	Weights & Measures	Weights & Measures Act. Under this Act, we have to use certified weighing machines only. Whenever we purchase any weight or measure, we shall demand certificate of that weight & measure from the seller of that weight or measure. On the certificate, the validity period of that weight is mentioned. We shall get the certificate renewed after its validity from the weight
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				& Measures Inspector	
		4	Establishment Related	License for Operation of DG sets (WBPCB)	This requirement is specified in the Electricity Act of the relevant State. Permission of the relevant authority required
		5	Establishment Related	Pollution Control Permission	Permission from the Pollution Control board may be demanded by the Municipal Authorities for providing food license for operating units like Chakki, Bakery, Kitchen etc.
		6	Establishment Related	Municipal Cess	In certain area, a Cess Registration is also required as per their local laws or municipal laws
		7	Establishment Related	License for Hoardings and display windows or sky Signs from the Municipal Corporation	Issued by the Advertisement department of Municipal Corporation
		8	Labour Related	Contract Labour Registration	Contract Labour (Regulation & Abolition) Act. Issued by the Labour Commissioner
		9	Labour Related	Permission for opening of store/ warehouse for 365 days	This permission is to be taken under the Shops & Establishments Act of the relevant State. For this an application for the same is to be given to the concerned department
		10	Labour Related	Permission for extended working hours	The Permission for extended working hours, immunity in opening & closing hours etc. is to be taken under the Shops & Establishments Act of your state
		11	Labour Related	Deposit of contributions under LW Fund - 3PL	If Applicable
		12	Product Related	FSSAI	Municipal Corporation Act & Rules made there under, of the respective state. To be taken from the Health Department of Municipal Corporation (PFA Rules & Act)
		13	Product Related	Trade License for Food & Non food related commodities	Dept. of Municipal Corporation if applicable
		14	Product Related	Storage licenses for wheat & pulses under essential commodities (if applicable)	Commissioner Food Supply & Consumer affair
		15	Product Related	APMC License	If applicable
		16	Product Related	Insecticide License	Cosmetics & Drugs act from FDA Department
<b>12</b>	<b>Conditions</b>	<p>During the lease period between selected bidder &amp; CMSS, the selected bidder/Owner cannot sale the warehouse to any other without the written permission of CMSS. If CMSS allow for sale the warehouse, contract will not be affected and main responsibility of the contract obligations will be borne with the selected bidder by CMSS.</p> <p>During the lease period between selected bidder &amp; CMSS, the warehouse cannot be sub-leased.</p> <p>Flammable liquids, corrosive materials, construction material, gas cylinders and hardware items are prohibited.</p> <p>The warehouse must comply with all protocols, guidelines of the relevant authorities.</p>			

**ANNEXURE-1**

**Technical Bid (Sealed in Separate Envelope)**  
**Undertaking (On Letter Head of bidder)**

Date:.....

To,  
The GM (LSC),  
Central Medical Services Society,  
2<sup>nd</sup> floor, Pt. Uma Shankar Dikshit Marg,  
Teen Murti Road, Opp. Police Station Chanakyapuri,  
New Delhi - 110021

**Sub: Submission of Technical Bid for hiring of warehouse space for 10 years and further extendable by another 05 years for storage of drugs, medicines, vaccines, equipment and other health sector goods at the location.....**

Dear Sir,

Kindly refer your Tender Ref. No.....the subject cited above and find enclosed our Technical Bid on your prescribed format. I am submitted our bids for the following location with mentioned area.

Sr. No.	Location	Covered area required as per tender	Complete Address of the Property (will be mentioned by the bidder)	Offered Covered area in Sq. Mtrs. (will be mentioned by the bidder)
1	Chennai	1500 Sq. Mtrs. ( $\pm$ 10 % variable is acceptable)		
2	Delhi	1000 Sq. Mtrs. ( $\pm$ 10 % variable is acceptable)		
3	Bhubaneswar	700 Sq. Mtrs. ( $\pm$ 10 % variable is acceptable)		

I certify that the information provided in the above Bid is true to the best of my knowledge. I also understand that any misleading or wrong information will disqualified this application straightaway. I agree that CMSS has full discretion to qualify or disqualify my bids.

I am looking forward to take this opportunity.

With Kind Regards,

Authorized Signatory of Applicant  
Name of the Applicant  
Designation  
Date:  
Place:

ANNEXURE-2

Financial Bid (Sealed in Separate Envelope)

Date:.....

To,  
The GM (LSC),  
Central Medical Services Society,  
2<sup>nd</sup> floor, Pt. Uma Shankar Dikshit Marg,  
Teen Murti Road, Opp. Police Station Chanakyapuri,  
New Delhi - 110021

**Sub: Submission of Financial Bid for hiring of warehouse space for 10 years and further extendable by another 05 years for storage of drugs, medicines, vaccines, equipment and other health sector goods at the location.....**

Dear Sir,

Kindly refer your Tender Ref. No.....the subject cited above and find enclosed our Financial Bid on your prescribed format.

The rates should be quoted exclusive of Good and Service Tax in **Rs. per Square meters per Month** in figures as well as in words. There should be no cutting/ overwriting in the Financial Bid.

I/We hereby quote following rates **per Square meters per Month** (exclusive of good and service tax) as rent which includes ancillary facilities such as air conditioning, office room, toilets, water tank, labor rest shed, electric room, pump room, & all the required amenities etc. mentioned in your advertised tender document with the maintenance of these facilities.

Sr. No.	Wareho use location Name	Complete Address of the Property (will be mentioned by the bidder)	Offered Covered area in Sq. Mtrs. (will be mentioned by the bidder)	Rates in figures per Square meters per Month (Rs.) [exclusive of good and service tax]	Rates in words per Square meters per Month (Rs.) [exclusive of good and service tax]
1					
2					
3					

This rate is inclusive of property tax, minor/major maintenance of roads & buildings, water and electric installation, maintenance of weigh bridge and other local taxes/statutory charges as applicable on warehouses and warehouse operations thereof, as per terms of the lease deed to be entered.

**Note: - In case of discrepancy between rate in figures & rate in words, rate in words shall prevail.**

Signature of Bidder/ Authorized Signatory  
Full name of Signatory & Designation, Date  
Full name of the Bidder  
(Seal)

**ANNEXURE - 3**

**Acceptance Letter to be submitted by the Applicant/Authorised representative of Company  
/Individual**

(This letter should be specifically on Company letter head otherwise this will be rejected)

Date:.....

To,  
The GM (LSC),  
Central Medical Services Society,  
2<sup>nd</sup> floor, Pt. Uma Shankar Dikshit Marg,  
Teen Murti Road, Opp. Police Station Chanakyapuri,  
New Delhi - 110021

**Sub: "Acceptance Letter for hiring of warehouse space on lease for 10 years and further extendable by another 05 years for storage of drugs, medicines, vaccines, equipment and other health sector goods at the location.....".**

Dear Sir,

I/We have downloaded the document for submission of tender for lease of warehouse/ premises from the official website of CMSS i.e. [www.cmss.gov.in](http://www.cmss.gov.in).

I/We hereby unconditionally accept the tender conditions in its entirety for the lease of premises. I/We understand that CMSS intends to hire the warehouse/premises on lease after due diligence of the offered site/location & related documents in the manner CMSS may deem fit.

The contents of tender document have been noted wherein it is clarified that after unconditionally accepting the tender condition in its entirety, it is not permissible to put any remark(s)/condition(s) (except unconditional rebate on price, if any) in the tender.

In case any provision of the tender document is found violated at any time after opening Bid, I/We agree that the tender shall be summarily rejected. I/We have also noted & accept the other circumstances or events or failure to perform in accordance with the terms of the tender, which may call for forfeiture of EMD submitted by us.

The required earnest money deposit (EMD) is enclosed herewith.

Thanking you,

Yours faithfully,

Signature of Bidder/Authorized Signatory

Full name of Signatory

Designation

Date

Full name of the Bidder

(Seal)



ANNEXURE - 4

Owner's Authorization Form

Date:.....

To,  
The GM (LSC),  
Central Medical Services Society,  
2<sup>nd</sup> floor, Pt. Uma Shankar Dikshit Marg,  
Teen Murti Road, Opp. Police Station Chanakyapuri,  
New Delhi - 110021

**Sub: "Owner's authorization form for hiring of warehouse space on lease for 10 years and further extendable by another 05 years for storage of drugs, medicines, vaccines, equipment and other health sector goods at the location.....".**

Dear Sir,

WHEREAS \_\_\_\_\_ [*name of the Owner with complete address*] (hereinafter, "we" or "us") who are owner of the property of \_\_\_\_\_ [*complete address of the property*] do hereby authorize \_\_\_\_\_ [*name and address of Bidder*] (hereinafter, the "Bidder") to submit bid, and sign the Contract with you against CMSS tender ref no. \_\_\_\_\_ [*Tender ref no. of CMSS*].

We hereby agree to the clause 27.8 of tender documents that in case the bidder fails to provide the services in satisfactory manner to CMSS, we will be liable to provide the same services to CMSS as per the same rate & terms & conditions.

Thanking you,

Yours faithfully,

Signature of Property Owner/ Authorized Signatory  
Full name of Signatory  
Designation  
Date  
Full name of the Bidder  
(Seal)

**ANNEXURE - 5**  
**Declaration for Blacklisting**  
*(On the letter head of the Bidder)*

**Date:.....**

To,  
The GM (LSC),  
Central Medical Services Society,  
2<sup>nd</sup> floor, Pt. Uma Shankar Dikshit Marg,  
Teen Murti Road, Opp. Police Station Chanakyapuri,  
New Delhi - 110021

1. I, \_\_\_\_\_ Son / Daughter / Wife of Shri \_\_\_\_\_ Proprietor/Director authorized signatory of the agency/Firm, mentioned above, is competent to sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
4. I/We further undertake that none of the Proprietor/Partners/Directors of the Agency/agency was or is Proprietor or Partner or Director of any Agency with whom the Government have banned /suspended business dealings. I/We further undertake to report to the DG & CEO, CMSS New Delhi immediately after we are informed but in any case not later 15 days, if any Agency in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such a Agency which is banned/suspended in future during the currency of the Contract with you.

Thanking you,

Yours faithfully,

Signature of Bidder/Authorized Signatory  
Full name of Signatory  
Designation  
Date  
Full name of the Bidder  
(Seal)

**ANNEXURE - 6**

**Sample Only**  
**DRAFT LEASE DEED**

This Lease Deed ('Deed') is made and executed at \_\_\_\_\_ on this dated \_\_\_\_\_

**BY AND BETWEEN**

\_\_\_\_\_, a company incorporated under the provisions of the Companies Act, 1956, having its Corporate office at \_\_\_\_\_, through its Authorized Signatory \_\_\_\_\_, authorized by board resolution dated \_\_\_\_\_ hereinafter referred to as "Lessor" (which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) of the ONE PART;

**AND**

Central Medical Services Society, a Society registered under the Societies Registration Act, 1860, having its registered office at 2nd Floor, Vishwa Yuvak Kendra, Pt Uma Shankar Dixit Marg,, New Delhi 110021, India acting through its Authorized Signatory \_\_\_\_\_, hereinafter referred to as the "Lessee" (which expression shall unless repugnant to the context include the successors and permitted assigns) of the Other Part

**WHEREAS:**

- A. Lessee has been established with the approval of Union Cabinet on 24.08.2011 as a Central Procurement Agency (CPA) of the department of Health and Family welfare (DoHFW), Ministry of Health Government and Family Welfare, Government of India;
- B. The Lessee is procuring quality drugs, contraceptives, medical devices, diagnostic kits and other health sector goods for different National Programmes steered by Ministry i.e. (FWP), (NACO), (NVHCP), (UIP),(RCH), (NTEP), (CHD) and (NVBDPC) etc;
- C. "Demise Premises" means land and appurtenant as describe in schedule of this lease deed
- D. Lessee invited bids for the Project through open tender and after evaluation of the bids received and after approval of competent authority, the Lessee has accepted the bid of the Lessor and has issued a Letter of Acceptance (hereinafter called the 'LOA') bearing No. \_\_\_\_\_, requiring inter alia, the Lessor to accept the LOA;
- E. The Lessor Company has represented that it has requisite skill, financial, managerial & technical to execute the tender and further the Lessor represents and warrants that it has duly fulfilled all the terms and conditions necessary for the execution of this Lease deed as per the terms contained in the bidding documents and are in a position to implement the Tender as envisaged in the bid and this Lease deed;
- F. The Lessor has agreed to give on lease a piece or parcel of land area admeasuring \_\_\_\_\_ Square meter together with the constructed warehouse having its total covered area of \_\_\_\_\_ Square meter situated at Ground Floor, \_\_\_\_\_with all rights, easements and appurtenances whatsoever belonging or appertaining to the said premises on the terms and conditions contained herein. The Lessor further certifies that he has taken the said premises on Lease for 10 years via Document No. \_\_\_\_\_.

G. Pursuant to acceptance of the Lessee's bid and the LOA, the Lessee has agreed to enter into this Lease deed with the Lessor for execution of the Tender to and on the terms and conditions set forth hereinafter;

**Now this lease deed witnesseth as follows:**

### **1. DURATION AND COMMENCEMENT OF LEASE**

The lease shall remain in force for a period of ten years from the date of signing of the Lease Deed.

### **2. CONSIDERATION**

- a). The Lessor will submit the original invoice of rent by 7th day of the starting of the month and the Lessee shall pay the monthly agreed rent in advance to the Lessor within 21 days of the submission of monthly bills.
- b) The agreed sum of monthly rent will be Rupees \_\_\_\_\_ plus GST and there will be an annual increment of 3% of the rent amount.
- c) The Lessee agrees to make payment of rent to the Lessor through the authorized bank of the Lessor, till the contract remains in operation from the date of actual possession.

### **3. REGISTRATION**

That the stamp and registration expenses for getting this Lease Deed executed and registered will be borne by both the parties equally. The original registered Lease Deed shall be retained by the Lessee and a duly attested copy shall be provided to the Lessor.

### **4. REPAIRS, ALTERATIONS AND MAINTENANCE OF PREMISES**

- a) The expenditure on the minor & major maintenance work will be done by the Lessor in a reasonable time mutually decided by both the parties and the cost of the same will be borne by the Lessor.
- b) Any urgent repairs to stop damage to drugs, medicines, vaccines and equipment or for the safety of Lessee which have to be carried out immediately and in case the Lessor delays or fails to do the repairs as above, Lessee will be at liberty to undertake the work and the expenses will be deducted from the rent payable.
- c) In case the demise premises or any part thereof becomes un-storage worthy, Lessee shall notify the same to the Lessor and the Lessor shall carry out the necessary repairs immediately at his cost to make the premises storage worthy. No rent is payable in respect of the demise premises or such part thereof which was rendered un-storage worthy for the period the premises remained un-storage worthy. In case the Lessor delays or fails to carry out the repairs as above, Lessee will be at liberty to undertake the work and the expenses will be deducted from the rent payable/Security Deposit.
- d) Lessee reserves the right to terminate this lease deed and exit out of the guarantee / agreement without any liability / compensation, if the demise premises are rendered permanently un-storage worthy.
- e) The Lessee shall not carry out any alterations or additions to the building / premises except as may be necessary for installing temporary office cabins, Air -conditioners, telephones etc. The Lessee shall surrender vacant possession of the property along with all fixtures, fittings and furnishings at the

time of expiry of lease deed to the Lessor.

- f) The Annual maintenance contract would be done by Lessee with the Lessor and the charges for the same would be deducted from the monthly billing of the Lessor.
- g) The Lessor will insure the proper availability of internet with high speed and mobile catchment area in the demise premises. In case of non-availability if the same the Lessor will be duty bound to provide radio link and broadband facility at their own cost before the handover of the demise premises.
- h) Lessee shall pay the electricity charges and water charges as per the bills received from the respective authorities.

## **5. TERMINATION OF LEASE**

- a) Lessee may terminate the lease during its currency in case the Lessor fails to fulfill any of its obligations under the contract or breaches any of the terms of the contract. Lock in period is 3 (Three) Years, during lock in period none of the party terminate this lease deed, after completion of lock in period only Lessee has right to terminate this lease deed by giving Six Months notice in writing to the Lessor at their last known place of business and the Lessor shall not be entitled to any compensation or rent or any other payment for the remaining period of the guaranteed hiring by reason of such termination.
- b) The Lessor cannot terminate the lease deed during the entire duration of the Lease Period (i.e. 10 Years)

## **6. PAYMENT OF TAX AND OTHER STATUARY OBLIGATIONS**

- a) The Lessor shall pay all taxes, cess, levies, fees including property tax etc. in respect of the scheduled property without fail and produce the documentary proofs of the same as and when demanded for verification. In case of default in making payment of such taxes and levies, Lessee will be at liberty to pay the same along with penalty etc. (if any) to the concerned authorities and thereafter making recovery from the rent.
- b) The Lessor shall ensure compliance of all statutory Acts, Regulations, Rules, Orders and local /Municipal Laws and the Lessor shall file necessary returns, pay levies, Taxes, Surcharge Fees etc. as applicable and as amended from time to time, to such Authorities and or in compliance of statutory provisions and the Lessor will be responsible for any fines or penalties imposed for the non compliance of any such rules/law.

## **7. SIGNAGE**

The Lessee will be entitled to display its Sign board in the scheduled premises on the building as well as at the entrance as the Lessee may deem fit.

## **8. LESSOR BUSINESS EQUIPMENT:**

That the Lessor shall not keep any of his goods or materials in the scheduled property leased to the Lessee without prior permission of Lessee.

## **9. INSURANCE**

The Lessor shall ensure that it has obtained adequate and necessary third-party insurance coverage

to insure any damage/ loss/ risk that may arise due to the act/ omission/negligence on part of the Lessee while carrying out any work in the Premises or during its Term of Lease Deed. The Lessor shall ensure that the insurance coverage remains valid and subsisting during the Term.

Lessor shall be responsible for Insurance of demise premises during currency of this lease deed.

#### **10. SUBLET & ASSIGN**

The Lessee is at liberty to sublease whole or any portion of the demise premises to any party/entity for such period the Lessee deems fit but not exceeding the guarantee period. The sublease can be effected by the Lessee without any permission from the Lessor and no extra payment or compensation will be payable to the Lessor for such sublease.

#### **11. INDEMNITY**

The Lessor shall indemnify, defend, and hold harmless the Lessee and its employees during and after the term of this lease against all liabilities, damages, losses, expenses, deaths, demands, actions, proceedings, costs, Taxes, duties, charges, levies and claims of any nature whatsoever as a result of or arising out of or in any way connected with the acts, omissions, negligence, nuisance, breach of the terms of this lease, and failure to perform obligations herein, directly or indirectly by the Lessor or its Management, employees, staff, agents or affiliates.

#### **12. INSPECTION OF THE LEASED PREMISES**

The local authorized representative of the Lessee at the Demise premises or any officer acting on his behalf shall allow the Lessor, his agents, representatives or employees to enter into the premises for the sole purpose of undertaking any inspection and repairs. The Lessor shall agree and undertake to make good any loss or damage caused to the premises, goods, equipment and property by his agents, representatives or employees while rendering the services.

#### **13. SET OFF**

Any sum of money due and payable to the Lessor under this lease may be set off against any claim of the Lessee for the payment of any sum of money arising out of this contract or under any other contract between the parties.

#### **14. FORCE MAJEURE**

A Force Majeure means any event or circumstance or a combination of events which are beyond the reasonable control of the affected Party, which such Party could not have prevented or reasonably overcome with the exercise of reasonable skill and care in relation to the implementation of this lease deed, which do not result from the negligence of such Party or the failure of such Party to perform its obligations hereunder which are of an incapacitating nature and of a severe magnitude and have a Material Adverse Effect on the affected Party's obligations under this lease deed.

a) A Party shall be entitled to suspend or excuse performance of its respective obligations under this Lease deed to the extent such performance is impeded by a Force Majeure event.

#### **b) Procedure for Force Majeure**

If a Party claims relief on account of a Force Majeure, then the Party claiming to be affected by the such event shall, as soon as reasonably practicable and in any event within seven days of becoming

aware of the Force Majeure, give notice of and describe in reasonable detail the effect of such Force Majeure to the other Party in writing, including the dates of commencement and estimated cessation of such Force Majeure and its effects on the Party's obligations under this Lease deed. Upon cessation of the situation which led to a Party claiming Force Majeure under this section the relevant Party shall within seven days thereof notify the other Party in writing of the cessation and the Parties shall as soon as practicable thereafter continue performance of all obligations under this Lease deed but without prejudice to the excuse of performance of all obligations during the continuance of the Force Majeure.

**c) Prolonged Force Majeure**

In the event Force Majeure continuously impedes or prevents a Party's performance for longer than 60 consecutive days from the date of commencement of such Force Majeure, notwithstanding the suspension of the obligations of the Parties, they are at liberty to terminate this Lease deed.

**15. GOVERNING LAW AND JURISDICTION**

This Lease Deed shall be governed and construed in accordance with the laws as prevalent in India. Only the courts and tribunals of competent jurisdiction at Delhi shall have the exclusive jurisdiction with respect to any suit, action or any other proceedings relating to this Lease Deed.

**16. ATTORNMENT**

- a) The Lessor shall be entitled to sell, assign, convey, transfer or otherwise dispose of its right, title and interest in the Demised Premises, during the subsistence of the Lease, provided notice of the same is given to the Lessee at least 60 days prior to the agreement to sell/ sale of the Demised premises.
- b) In case the Lessor sells or creates any other charge or interest of any kind on the Demised Premises, the terms and conditions contemplated in this Lease Deed, shall continue to be binding on the purchaser/ assignee of the Demised Premises, without effecting the smooth operation of Lessee's business.
- c) If the Lessor at any time during the term of the lease or renewal thereof sells, assigns and/or otherwise transfers its rights in the Demised Premises, the Lease shall be attorned by the Lessee to such transferee on the same terms and conditions as are contained herein, with the stamp duty and registration free on such attornment being borne by the Lessor or the new owner. Lessor shall be responsible for new lease deed between Lessee and New Lessor on same terms and condition as per this lease deed for remaining tenure of this lease deed.

**17. SERVICE OF NOTICE**

That any correspondence required to be served by either of the Parties to this Lease Deed shall be deemed to have been served/received by the addressee if the same is sent by registered post acknowledgement due at the address of the Parties specified in the preamble of this Lease Deed.

**18. DISPUTE RESOLUTION**

- a) The Lessee and the Lessor shall make every effort to resolve, amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with this lease deed.
- b) In case of a dispute or difference arising between the Lessee and the Lessor relating to any matter arising out of or connected with this lease deed, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be New

Delhi.

**19. MISCELLANEOUS**

- a) The Lessor shall not during the currency of the contract make without the prior approval of the Lessee, any changes in the constitution of the firm including change of partners/directors failing which the contract shall be forthwith liable for termination treating it as breach of contract by the contractor with consequences flowing there from.
- b) Lessee is hiring these demise premises for keeping drugs, medicines, vaccines and equipment, however, Lessee will be free to use these spaces for keeping stocks belonging to any other party and no additional charges will be paid to the Lessor on this account. While doing so, Lessee will also be entitled without any additional charges to get temporary structures erected to physically segregate the stocks of different parties at own cost subject to further condition that Lessee will later remove these temporary structures at its own cost.

IN WITNESS WHEREOF this lease deed has been executed by the duly authorized representatives of the parties hereto on the day and year first above written

\_\_\_\_\_  
Name & Designation of Lessee

Witnesses:

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
Name and address of Lessor

Witnesses:

1. \_\_\_\_\_

2. \_\_\_\_\_