

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

NOTICE INVITING TENDER

Tender Ref No.: CMSS/Logistics & SC/Warehouse/2021/08

Date: 4th Dec,2021

CMSS invites bids in two-bid system from the eligible Bidders (Property 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 (**on mutually agreed terms and conditions**) for storage of drugs, medicines, vaccines and equipment at the location mentioned below:

Sr. No.	Location	Covered area required
1	Bhubaneswar	700 Sq. Mtrs. (± 10 % variable is acceptable)
2	Chennai	1500 Sq. Mtrs. (± 10 % variable is acceptable)
3	Delhi	1000 Sq. Mtrs. (± 10 % variable is acceptable)
4	Patna	1500 Sq. Mtrs. (± 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, or Central Public Procurement Portal www.eprocure.gov.in. The bid complete in all aspect as per bid document need to be submitted at CMSS HQ at 2nd Floor, Vishwa Yuvak Kendra, Pt. Uma Shankar Dikshit Marg, Teen Murti Road, Opp. Police Station, Chanakyapuri, New Delhi – 110021.

CRITICAL DATE SHEET

1	Tender Publishing Date and time	04-12-2021, 10:00 AM
2	Tender Download, Bid Submission Start date and time	04-12-2021, 10:15 AM
3	Pre-bid meeting date, time & venue	13-12-2021, 11:00 AM 1. Conference Hall, CMSS, 2 nd Floor, Vishwa Yuvak Kendra, Pt. Uma Shankar Dikshit Marg, Teen Murti Road, Opp. Police Station, Chanakyapuri, New Delhi - 110 021 2. CMSS, CWC Premises, Dhabalgiri, Jajpur Road, Dist-Jajpur, Odissa-755019 3. CMSS Chennai, CWC, Warehouse no. 11C, container freight Station, Chrompet, Chitalapakkam (P.O), Chennai-600064, Tamilnadu 4. CMSS Delhi -CWC, Ware-Housing Scheme Block No 2, Kirti Nagar, Near DSIIDC Complex, New Delhi-110015 5. CMSS, CWC Premises, Bazar Sammittee, Katra Bazar, Patna City-800008
4	Tender Download end, Bid Submission end date and Time	28-12-2021, 03:00 PM
5	Technical Bid opening date & time	28-12-2021, 04:00 PM Conference Hall, CMSS, 2 nd 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 Thousand) per each warehouse location
7	Bid Validity	150 Days from the technical bid opening date

- a) CMSS reserves the right to accept or reject any or all the Tenders without assigning any reasons thereof. CMSS also reserves the right to call for any other details and information from any of the tenderers.
- b) CMSS does not bind itself to accept the lowest or any tender and may cancel / withdraw the tender without assigning any reason and no claim whatsoever, for any reason arising out of such action, will be entertained by CMSS.
- c) Late/delayed tenders shall not be accepted under any circumstances after the due date and time of submission of tender.

d) Cost of Bidding :

The bidder shall bear all the costs associated with the preparation and submission of his bid through e tender mode and the CMSS will, in no case, be responsible and liable for such costs.

CMSS shall not be responsible for or pay for any expenses or losses, which might be incurred or suffered by any Bidder in connection with submission of tender.

GM (Logistics & SCM)
Central Medical Services Society

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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 18 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 Property Owners/builders or 3/4 PL warehousing services providing companies/Authorized by property Owner as it is an open tender, who are having clear and absolute title for hiring of their premises approved 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 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 F: Terms of Reference 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.
- 3.6 The "End-Customer/Client Department/Owner/Purchaser" means CMSS.
- 3.7 "Lessee" means CMSS and "Lessor" means Property Owner.
- 3.8 "FFL" means Finished Floor Level

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 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/their point of clarification to CMSS's E-mail Id i.e. gmprocurementcmss@gmail.com & agmlsccmss@gmail.com at least 10 days before the bid submission

7. AMENDMENT OF TENDER DOCUMENT

7.1 At any time prior to the deadline for submission of Bids, 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 will be uploaded on the CMSS website i.e. www.cmss.gov.in through corrigendum and shall form an integral part of the Tender 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 from time to time for any amendment in the tender document. In case of failure to get the amendments, if any, CMSS will 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 uploaded on the CMSS website i.e. 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
- 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 Tender 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 CA Certified Turnover Certificate, Audited Balance Sheet, Profit loss statement, ITR for last three financial years (2018-19 & 2019-20, 2020- 2021).(as applicable)
- (vi) 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 on their company/proprietor/individual letter head.
- (vii) If a similar property /Warehouse 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.
- (viii) 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.
- (ix) The property should be a Freehold/commercial property with proper permission (NOC) from Govt. /local bodies for warehousing.
- (x) Attested copies of Allotment Letter of the Property establishing the proof of ownership issued by the appropriate authority as applicable/Copy of title deed/ Khatauni of the property.
- (xi) Copy of Identification Proof of Bidder such as Aadhar Card/Driving License/Voter ID/Passport etc.
- (xii) 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.
- (xiii) Signed & stamped copy of tender document including any corrigendum issued by CMSS.
- (xiv) Original authorization letter from owner, if, the bid is submitted by a Broker/not directly by Property Owner.
- (xv) Floor Plan/drawing demonstrating the total carpet area offered with details of all facilities in property.
- (xvi) 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 inSq. mtrs.

Super area as registered in Property Registry inSq. mtrs.

10.2 The bidders will fill the following 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 h available. The decision of CMSS shall be final and binding.

Sr. No.	Attribute	Available (Yes/No)	Submit any supporting documents if available (Yes/No)
1.	Full Address of the Property :		
	Essential utilities availability like:		
	If both Municipal Water and Borewell Water available		
	If Municipal Water available only		
2.	Entrance of property		
	If Entrance of property is 20-25 ft. or more		
	If Entrance of property is less than 20 ft.		
3.	Access road		
	If Access road is 40 ft or more wide Bituminous Roads		
	If Access road is between 25- 40 ft wide Bituminous Roads		
4.	Motorable Distance from National Highway in kms.		
	0-1 kms.		
	More than 1 and up to 2 kms.		
5.	Adequate space for parking of vehicles (trucks) :		
	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.		
6.	Nearest public transport availability like bus stand, rickshaw stand, Auto stands etc.		
	0-1 Kms.		
	More than 1 and up to 3 kms.		
7.	Location details:		
	Properly developed (habitated, roads & infrastructure)		
	Less developed		
8.	Life of building (Construction Years)		
	Up to 5 yrs.		
	More than 5 and up to 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.	Infrastructure		
	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 In accordance with the circular of Ministry of Finance (No. F.9/4/2020-PPD, dated 12th November 2020), EMD exemption is also allowed for all bidders and provision for Bid Security Declaration is kept in the Tender Document. All terms & conditions of this circular will be applicable for this tender document.

11.3 For EMD exemption, all bidders will submit Bid Security Declaration as per the attached format of Annexure-6.

11.4 Any Bid without submission of above Bid Security Declaration/EMD, it shall be treated as non-responsive and will be rejected by CMSS.

11.5 The EMD may be forfeited and the bidder may be blacklisted/debarred by CMSS in the following events: -

- (a) 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.
- (b) In the case of successful bidder, if the bidder fails to sign the contract within the time period specified in bid document or agreed upon
- (c) If the Bid is varied or modified in a manner not acceptable to the purchaser/CMSS after opening of Bid during the validity period or extension thereof. If, the bidder tries to influence the evaluation process then the bid of bidder will deemed to be rejected.

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
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

Cover 'B'

ii. Financial Bid

Both envelopes mentioned above should be enclosed in another sealed outer envelope duly marked 'Technical Bid + 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 (Procurement/ Logistics & SCM)
CENTRAL MEDICAL SERVICES SOCIETY
(An Autonomous Society under Ministry of Health & Family Welfare, Govt. of India)
2nd Floor, Vishwa Yuvak Kendra, Pt. Uma Shankar Dikshit Marg, Teen Murti Road,
Opp. Police Station, Chanakyapuri, New Delhi – 110021

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/CMSS 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 Tender 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 Bid cannot be changed at any stage after opening of bid under any circumstances. This may result in forfeiture of EMD
- 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 will open the technical bids in the presence of bidders or their authorized representatives who choose 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 website/ CPPP Portal/ email as deemed fit

19. CRITERIA FOR EVALUATION

The bid shall be evaluated on QCBS (Quality and Cost Based selection) in 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.	Essential utilities availability like: (05 Marks)	
	If both Municipal Water and Borewell Water available	05
	If Municipal Water available only	03
	If Borewell Water available only	02
2.	Entrance of property (05 Marks)	
	If Entrance of property is 20-25 ft. or more	05
	If Entrance of property is less than 20 ft.	00
3.	Access road (05 Marks)	
	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.	Motorable Distance from National Highway in kms. (05 Marks)	
	0-1 kms.	05
	More than 1 and up to 2 kms.	03
	More than 2 and up to 5 kms.	01
5.	Adequate space for parking of vehicles (trucks) : (10 Marks)	
	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.	Nearest public transport availability like bus stand, rickshaw stand, Auto stands etc. (10 Marks)	
	0-1 Kms.	10
	More than 1 and up to 3 kms.	05
	More than 3 kms.	02
7.	Location details: (10 Marks)	
	Properly developed (habitated, roads & infrastructure)	10
	Less developed	05
	Under developed (In agriculture surroundings)	02
8.	Life of building (Construction Years) (05 Marks)	
	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. (10 Marks)	10
10.	It should be a Freehold / commercial property with proper permission from Govt. /local bodies for warehousing. (10 Marks)	10
11.	Site is free from water logging problem (05 Marks)	05
12.	Hygiene in the neighbourhood: (10 Marks)	
	Good	10
	Average	05
	Poor	03
13.	Infrastructure (10 marks)	
	The height of the roof from the FFL is 14 feet or more	10
	The height of the roof from the FFL is 13 feet or more	08
	The height of the roof from the FFL is 12 feet or more	06
	The height of the roof from the FFL is 11 feet or more	04

*FFL : Finished floor level

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 and they shall be intimated about the financial bid opening at a appropriate time.

22. EVALUATION OF FINANCIAL BIDS

22.1 In the second stage, the financial bids will be opened of those bidders who obtain 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, qualified 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 bid document 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/Brokers 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 CMSS shall be final and binding and no further correspondence of bidder in this regards shall be entertained by CMSS.

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 $TS = \frac{\text{marks obtained by bidders}}{\text{Highest marks obtained by any bidder}} \times 100$.

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 $FS = \frac{L \text{ rates}}{\text{Rates offered by bidder}} \times 100$.

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 seven 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 as deemed fit and other shall be liable for actions i.e. blacklisting and forfeit of EMD/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 In the case when Successful Bidder is Property Owner, they 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 shared equally by both CMSS and the Property Owner.

25.3 In the case when successful bidder is other than Property Owner like broker/authorized bidder of property owner, Property Owner 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 shared equally by both CMSS and Property Owner. Successful bidder will ensure that Property Owner will sign the lease deed within 21 days from the date of issue of the letter of acceptance.

If, Property Owner will fail to sign the lease deed in the given time by CMSS, the necessary actions i.e. forfeit of EMD/debar/blacklisting will be taken against the successful/participated bidder by CMSS.

Further, CMSS will not pay any brokerage charges or any other charges to participated bidder/successful bidder/brokers. All charges will be taken by Property Owner. CMSS will pay only monthly rental charges to Property Owner as per the terms & conditions of Lease Deed.

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 Enamel Paints/OBD/ Varnsihing - (Make- Asian/Berger/Nerolac).**
- c. **List of works (as per tender terms & conditions), which will be done by bidder (property owner) 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/Copy of title deed/Copy of Khatauni of the property as applicable.**
- e. **Floor Plan/drawing demonstrating the total carpet area offered with details of all facilities in property.**
- f. **The property should be a Freehold / commercial property with proper permission (NOC) from Govt. /local bodies for warehousing.**
- g. **No dues and NOC from local bodies that there is no any pendency of any types of bills like water, electricity etc. till date.**

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 clearly and specific, that for which location they have submitted their bids and shall submit EMD accordingly.
- 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, lift area, pillars, common areas, etc. 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 bidder will provide all the information sought under this tender document. CMSS would evaluate only those bids that are received in the required format and complete in all respects. Incomplete and / or conditional bids 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 bidder/ property owner including ownership documents and chain of documents. During site visit, the 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 bids, or may negotiate for reduction in the quoted price with any or all the bidders 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 bidders.
- 26.6 The lease/Hiring period will be for 10 years from the date of start of lease deed between CMSS and Property Owner which may be extended further by 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 Property Owner at their last known place of business and the Property Owner 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 Property Owner cannot terminate the lease deed during the entire duration of the Lease Period (i.e. 10 Years).
- 26.8 The Property Owner 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 Property Owner 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 Property Owner that they will insure to proper availability of Internet with high speed and mobile catchment area. Due to non-availability of the same, the Property Owner will provide radio link & broadband facility at their own cost before handover the warehouse.
- 26.11 The ware house should have a separate/dedicated toilet specifically for the use of CMSS WH Staff.
- 26.12 All repair works (major) during the lease period will be done by the Property Owner in a reasonable time as mutually decided by both.**

26.13 All statutory taxes will be paid by the Property Owner, CMSS will pay only the rental charges to Property Owner 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 Property Owner.

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 damage of Epoxy work, leakage in Building and water pipes, cracks, other defects and electrical defects shall be attended up by the Property Owner at his own cost to the satisfaction of CMSS upon such defects being notified by CMSS. If the Property Owner fails to repair the same on time, CMSS is free to make it repair on his own expenses at the risk and cost of the service provider and the expenses accrued shall be adjusted from the monthly rent bills of the Service Provider. However this incidence will not be repeated by the Service Provider continuously.

26.16 All the maintenance related complaints shall be attended on priority but not later than 4 working hours, to the satisfaction of Warehouse of CMSS.

26.17 *The Complete warehouse shall be painted with OBD in white color the same shall be in the interval of two years. Further while handing over the site, the OBD in white color is to be executed for Complete WH by the successful bidder at no extra cost to CMSS*

26.18 CMSS reserves the right to increase or decrease by 50 % of the tendered quantity beyond that originally specified in the tender document during the lease period of 10 years at the same rate and terms & conditions. This will be subject to availability of space.

27. PAYMENT TERMS

27.1 CMSS will make payment to the Property Owner based upon agreed rates/price. CMSS will not pay any brokerage charges or any other charges to participated bidder/ successful bidder/brokers. CMSS will pay only rental charges to Property Owner as per the terms & conditions of Lease Deed.

27.2 The warehouse rent shall commence from the date of handing over the warehouse space to CMSS by the Property Owner. 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 Property Owner shall submit the original invoice of rent on or before 7th of every calendar month . CMSS shall pay the monthly agreed rent to the successful bidder(Service Provider) within 21 days from the date receipt of monthly bills by CMSS. The bills shall be submitted in (1 original + 2 Xerox Copies) by the Service Provider.

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 etc, 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, Property Owner shall provide sub meter from its main source at the Service Provider cost.

27.7 Electricity/Utility expenses as admissible shall be paid by CMSS as per bills.

28. RESOLUTION OF DISPUTES/ Arbitration

28.1 CMSS and the bidder/ Property Owner 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 CMSS and the bidder/ Property Owner 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.

30. Corrupt or Fraudulent Practices:

30.1 The CMSS requires that Bidders under this contract observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the CMSS:

(a) defines, for the purpose of these provisions, the terms set forth as follows:

(i) “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the CMSS, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the CMSS of the benefits of free and open competition.

(b) will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

(c) will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraud

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

CMSS requires warehouses at the following 4 locations Bhubaneswar, Chennai, Delhi and Patna 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	Location	<p>Within the city limit with the availability of public amenities.</p> <p>The warehouse (Complete offered area) should be on ground floor only.</p> <p>In addition to above, first level of Basement is also allowed subjected to the satisfaction of tender inviting authority. In the case of basement, the space should have zero seepage, availability of proper slope so that loaded vehicles can enter the warehouse area for easily loading and unloading. Proper sun light, lift facility should also be available.</p> <p>For Bhubaneswar, the location of the warehouse should be within the Municipal limit of Bhubaneswar city.</p> <p>Similarly, 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 Patna, the location of the warehouse should be within the Municipal limit of Patna.</p>															
2	Size of the warehouse	<table border="1"> <thead> <tr> <th>Sr. No.</th> <th>Location</th> <th>Covered area required</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Bhubaneswar</td> <td>700 Sq. Mtrs. ($\pm 10\%$ variable is acceptable)</td> </tr> <tr> <td>2</td> <td>Chennai</td> <td>1500 Sq. Mtrs. ($\pm 10\%$ variable is acceptable)</td> </tr> <tr> <td>3</td> <td>Delhi</td> <td>1000 Sq. Mtrs. ($\pm 10\%$ variable is acceptable)</td> </tr> <tr> <td>4</td> <td>Patna</td> <td>1500 Sq. Mtrs. ($\pm 10\%$ variable is acceptable)</td> </tr> </tbody> </table> <p>Note: - 1. For above four locations, the bidder can quote their bid above 10 % variation but not below the 10 % variation .(for Eexample 2. In the case, when the bidder offers the space above 10 % variation, CMSS will calculate the L1 rate in the range of $\pm 10\%$ variation and also pay the rental charges in the same range of $\pm 10\%$ variation.</p>	Sr. No.	Location	Covered area required	1	Bhubaneswar	700 Sq. Mtrs. ($\pm 10\%$ variable is acceptable)	2	Chennai	1500 Sq. Mtrs. ($\pm 10\%$ variable is acceptable)	3	Delhi	1000 Sq. Mtrs. ($\pm 10\%$ variable is acceptable)	4	Patna	1500 Sq. Mtrs. ($\pm 10\%$ variable is acceptable)
Sr. No.	Location	Covered area required															
1	Bhubaneswar	700 Sq. Mtrs. ($\pm 10\%$ variable is acceptable)															
2	Chennai	1500 Sq. Mtrs. ($\pm 10\%$ variable is acceptable)															
3	Delhi	1000 Sq. Mtrs. ($\pm 10\%$ variable is acceptable)															
4	Patna	1500 Sq. Mtrs. ($\pm 10\%$ variable is acceptable)															
3	Accessibility	The location of premises/warehouse offered should draw its access from main roads easily.															
4	Frontage	Good frontage should be available with approx. 20 to 25 ft. approach road.															
5	Infrastructure	<p>It should be a RCC Structure & 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, Sewerage, electricity & Storm Water Drainage, fencing / boundary wall etc. should be available.</p> <p>The height of the roof from the FFL (finished floor level) shall be minimum 11 Feet.</p>															
6	Parking	Adequate space for parking of vehicles so that at least two consecutive trucks can load or unload the cargos at a time.															
7	Area	The property should be situated in specified locations with compatibility and proximity to public amenities.															
8	Floor	During the handover of the warehouse to CMSS, the Property Owner 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 Property Owner will complete the Epoxy work at their own expenses and maintain it during the lease deed period.															
9	Air Conditioning	Bidder will provide the space of 200-250 Sq. Ft. for Cold Room.															

		The Cold Room should have facility of automatic doors used for fast access between internal and external areas of buildings.
10	Fire Safety	The warehouse should have proper and adequate fire fighting facilities as stated below – Continuous water supply source such as tube well, bore well, underground/overhead tank with proper hydrant system. Fire extinguishers with valid expiry date @ 02 per entry/exit/shutter. Water drums @ 02 per entry/exit/shutter. Sand buckets @ 03 per entry/exit/shutter.
11	Experience	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.
12	Legal and Statutory Approvals	The property should be a Freehold / commercial property with proper permission (NOC) from Govt. /local bodies for warehousing. All the said documents are required to be submitted with bid.
13	Conditions	During the lease period between Property Owner & CMSS, the Property 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 Property Owner by CMSS. During the lease period between Property Owner & CMSS, the warehouse cannot be sub-leased. Flammable liquids, corrosive materials, construction material, gas cylinders and hardware items are prohibited. The warehouse must comply with all protocols, guidelines of the relevant authorities.

ANNEXURE-1

Technical Bid (Sealed in Separate Envelope)

Undertaking (On Letter Head of the Bidder)

Date:.....

To,
The GM (LSC),
Central Medical Services Society,
2nd 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. CMSS/LSC/Warehouse/2021/08 the subject cited above and find enclosed our Technical Bid on your prescribed format. We have 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	Bhubaneswar	700 Sq. Mtrs. ($\pm 10\%$ variable is acceptable)		
2	Chennai	1500 Sq. Mtrs. ($\pm 10\%$ variable is acceptable)		
3	Delhi	1000 Sq. Mtrs. ($\pm 10\%$ variable is acceptable)		
4	Patna	1500 Sq. Mtrs. ($\pm 10\%$ variable is acceptable)		

I/We certify that the information provided in the above Bid is true to the best of my/ our knowledge & understanding. I/We also understand that any misleading or wrong information will disqualify our bid straightaway. I/We agree that CMSS has full discretion to qualify or disqualify our bids and I/we are bound to abide by the decision of CMSS

With Kind Regards,

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

ANNEXURE-2

Financial Bid (Sealed in Separate Envelope)

Date:.....

To,
GM (LSC),
Central Medical Services Society,
2nd 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 CMSS/LSC/Warehouse/2021/08 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 **Indian Rupees 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 as mentioned in your advertised tender document with the maintenance of these facilities.

Sr. No.	Warehouse 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					
4					

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, etc 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/Authorized representative of
Company /Individual
(On Company Letter Head)**

Date:.....

To,

**GM (LSC),
Central Medical Services Society,
2nd 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.....”.(Location Wise)

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. or CPPP Portal www.eprocure.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

Property Owner’s Authorization Form

Date:.....

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

Sub: “Property 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 Property 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. CMSS/LSC/Warehouse/2021/08 *[Tender ref no. of CMSS]*.

Thanking you,

Yours faithfully,

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

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

Date:.....

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

1. I/We, _____ Son/Daughter/Wife of Shri/Smt _____ Proprietor/Director authorized signatory of the agency/Firm, mentioned above, am/are competent to sign this declaration and execute this tender document.
2. I/We 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/Pendency of the tender/ Contract with you.

Thanking you,

Yours faithfully,

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

ANNEXURE-6

“Bid Security Declaration”

NOTARISED UNDERTAKING
(In 100- Rupees stamp paper)

Date:.....

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

I/We, _____ (name of bidder), having offices at _____ are participating in your tender ref no. CMSS/LSC/Warehouse/2021/08 Dated _____

In reference to tender clause no. 11 and in accordance with Circular of Ministry of Finance (No. F.9/4/2020-PPD, dated 12th November 2020).

I/We equivocally and irrevocably undertake that,

- i) If I/We withdraw or modify our bids during period of validity etc. or
- ii) If I/We fail to execute the Contract Agreement and/or deposit the Security Deposit within the stipulated time or
- iii) Indulge in any action which is deemed fit for forfeiture of EMD as mentioned in the tender document and subsequent amendments,

I/We will be liable to pay penalty as stated in the order and actions as per the tender terms and condition including suspension/debarment from any bidding in CMSS/MoHFW tenders for two years shall be taken against us.

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

Witness

- 1.
- 2.