



**All India Institute of Medical Sciences, Raipur**

G.E. Road, Tatibandh, Raipur– 492099, Chhattisgarh

Tele: 0771- 2971307, email: [storesofficer.hp@aiimsraipur.edu.in](mailto:storesofficer.hp@aiimsraipur.edu.in)

Website: [www.aiimsraipur.edu.in](http://www.aiimsraipur.edu.in)

**DISCLAIMER**

This tender is not an offer by the All India Institute of Medical Sciences, Raipur, but an invitation to receive offer from bidders/firm/agency etc. No contractual obligation whatsoever shall arise from this tender process unless and until a formal contract is signed and executed by duly authorised officers of AIIMS, Raipur with the selected bidder/firm/agency.



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**Notice Inviting Tender**  
**For**  
**“One Year Rate Contract of Bacterial and Viral Filter for Spirometry**  
**for Pulmonary Medicine Department”**  
**At**  
**All India Institute of Medical Sciences, Raipur**

**CRITICAL DATE SHEET**

Published Date	24.10.2019 at 06:00 PM
Bid Document Download / Sale Start Date	24.10.2019 at 06:30 PM
Clarification Start Date	25.10.2019 at 10:00 AM
Clarification End Date	30.10.2019 at 03:00 PM
Pre bid meeting	30.10.2019 at 03:30 PM
Bid Submission Start Date	06.11.2019 at 10:00 AM
Bid Submission End Date	13.11.2019 at 06:00 PM
Bid Opening Date	15.11.2019 at 03:30 PM
Tender Cost	Exempted as per GFR 2017
EMD Cost	(Item wise EMD as per Table No. 1)



अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर, छत्तीसगढ़  
All India Institute of Medical Sciences, Raipur (Chhattisgarh)  
Tatibandh, GE Road, Raipur-492 099 (CG)  
Website : [www.aiimsraipur.edu.in](http://www.aiimsraipur.edu.in)  
Tele: 0771- 2572240, e-mail: [storesofficer.hp@aiimsraipur.edu.in](mailto:storesofficer.hp@aiimsraipur.edu.in),

## 1. Introduction:

1. Online bids are invited on behalf of the Director AIIMS Raipur on single stage two bid systems for “One Year Rate contract of Bacterial and Viral Filter for Spirometry for Pulmonary Medicine Department”. **Manual bids shall not be accepted.**
2. Tender document may be downloaded from AIIMS web site [www.aiimsraipur.edu.in](http://www.aiimsraipur.edu.in) (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET as under.
3. **Bid shall be submitted online at CPPP website: <https://eprocure.gov.in/eprocure/app>.**
4. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
5. Tenderer who has downloaded the tender from the AIIMS web site [www.aiimsraipur.edu.in](http://www.aiimsraipur.edu.in) and Central Public Procurement Portal (CPPP) e-procurement website <https://eprocure.gov.in/eprocure/app> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender shall be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with AIIMS Raipur.
6. The Technical bid should include the detailed specifications of item. All items should be numbered as indicated in the **Annexure-I** (Any deviation should be clearly mentioned and supporting document should be submitted).
7. **Manual bid shall not be accepted in any circumstance.**
8. The complete bidding process in online bidding, Bidder should be in possession of valid Digital Signature Certificate (DSC) for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above.
9. Tenderers are advised to follow the instructions provided in the ‘Instructions to the Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>’.
10. Quotations should be valid for 180 days from the tender due date i.e. tender opening date. The bidder should clearly indicate the period of delivery; Batch & Expiry terms etc. whichever is applicable.
11. Relevant literature pertaining to the items quoted with full specifications should be uploaded, where ever applicable.
12. Tenderer must provide evidence of having supplied government hospital / reputed private hospital organizations in India similar nature of items of at **least ₹ 200000.00** of Supply of Bacterial and Viral Filter for Spirometry of Tender value in the last three years i.e. **2016-17 , 2017-18 & 2018-19** and the copy of the same should be uploaded.
13. The firm should be registered and should have the average annual turnover at **least ₹ 400000 .00** of the bidder in the last three financial years i.e. **2016-17 , 2017-18 & 2018-19**. Copies of authenticated balance sheet for the same should be uploaded.

14. The tender document must be accompanied by copy of PAN, Certificate of firm/company registration, GST registration.
15. The bidder must be able to provide the product/items within specified time period as prescribed in the Purchase Order, failing which the EMD will be forfeited. Furthermore on completion of the stipulated time period, Purchase Order will be cancelled and award may be given to another qualified bidder with the negotiated terms & conditions as per Institutes norms.
16. In the event of any dispute or difference(s) between the vendee (AIIMS Raipur) and the vendor(s) arising out of non-supply of material or supplies not found according to the specifications or any other cause what so ever relating to the supply or purchase order before or after the supply has been executed, shall be referred to the Director, AIIMS Raipur who may decide the matter himself or may appoint arbitrator(s) under the arbitration and conciliation Act 1996. The decision of the arbitrator shall be final and binding on both the parties.
17. The place of arbitration and the language to be used in arbitral proceedings shall be decided by the arbitrator.
18. All disputes shall be subject to Raipur Jurisdiction only.
19. AIIMS Raipur reserves the rights to accept/reject any bid in full or in part or accept any bid other than the lowest bid without assigning any reason thereof. Any bid containing incorrect and incomplete information shall be liable for rejection.
20. The Tender/Bid will be opened on Store office at AIIMS Raipur Premises.
21. Only those financial bids will be opened whose technical bids are found suitable by the expert committee appointed for the concerned instrument/equipment.
22. No separate information shall be given to individual bidders. In incomparable situation, the committee may negotiate price with the technically and financially qualified bidder before awarding the bid.
23. Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership, etc.

## **2. Award of Contract**

- i. The Purchaser will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has bided the lowest evaluated quotation price.
- ii. Notwithstanding the above, the Purchaser reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.
- iii. The bidder whose bid is accepted will be notified of the award of contract by the Purchaser prior to expiration of the bid validity period. The terms of the accepted bid shall be incorporated in the purchase order.
- iv. Rates should be quoted inclusive of GST & other charges (if applicable).
- v. The competent authority reserves all rights to reject the goods if the same are not found in accordance with the required description/ specifications/quality.
- vi. A brochure displaying clearly the product is to be attached with the tender if required.
- vii. Earnest Money: **Earnest money (item wise)** by means of a Bank Demand Draft/ FDR, a scanned copy to be enclosed. It is also clarified that the **bids submitted without earnest money will be summarily rejected**. The DD/FDR may be

prepared in the name of "All India Institute of Medical Sciences, Raipur". The EMD cost must reach at officer of the Store Officer (Hospital), 2nd floor, AYUSH PMR Building, Gate No. 1, AIIMS, Raipur on or before opening of tender.

viii. No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by the AIIMS Raipur in respect of any previous supply will be entertained. Tenderer shall not be permitted to withdraw his bid or modify the terms and conditions thereof. In case the tenderer fail to observe and comply with stipulations made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.

Tenders without Earnest Money will be summarily rejected.

ix. No claim shall lie against the AIIMS Raipur in respect of erosion in the value or interest on the amount of EMD.

x. If NSIC firm is registered for above tendered item, then the firm will be exempted for submission of EMD amount.

xi. Firm must upload scanned copy of following valid documents in support of exemption. (1) National Small Industries Corporation (NSIC) certificate

xii. The earnest money will be returned/refund to the unsuccessful tenderers after the tender is decided.

xiii. EMD should remain valid for a period of 60 days beyond the final bid validity period. When the tenderer agrees to extend the validity of bid, he shall also extend the validity of EMD suitably.

xiv. In case the supplier requires any elucidation regarding the tender documents, they are requested to contact to the Store Officer, AIIMS Raipur through e-mail: [storesofficer.hp@aiimsraipur.edu.in](mailto:storesofficer.hp@aiimsraipur.edu.in) and [pharmacy.aiims@gmail.com](mailto:pharmacy.aiims@gmail.com) on or before end date of clarification as per critical date sheet.

xv. The EMD of the successful bidder will be returned to them without any interest after the submission of Security deposit/PSD.

xvi. Other terms and condition not mentioned above shall be applicable as per GFR-2017 and Manual for Procurement of Goods 2017.

xvii. The pre-bid meeting shall be held at "Store Officer (Hospital), 2nd floor, AYUSH PMR Building, Gate No. 1, AIIMS, Tatibandh, Raipur – 492099"

Stores Officer(H),  
AIIMS, Raipur

**3. Other Terms & Conditions:****Earnest Money: - Item wise as below:-**

As per the each participating item wise as per below mentioned Demand Draft drawn from any scheduled Nationalized Bank in favour of payable at The AIIMS Raipur , Raipur accompany with Pre-Qualification Bid Envelope. Will not pay any interest on any EMD Amount to any Tenderer.

**Table No. 1:- Item wise EMD Amount, Tenderer needs to be deposit EMD of the sum of the number of participating Items wise.**

<b><u>S.No.</u></b>	<b><u>Name of the items with Specification</u></b>	<b><u>EMD</u></b>
<b>1</b>	<b>Bacterial and Viral Filter for Spirometry</b> <b>Note- Each product should be labelled on “Not for sale” and Hospital Supply for AIIMS Raipur Only.</b>	11855.00
If any tenderer want to participate in all above mentioned items, the total EMD Amount should be deposit by him ->		₹ 11855.00

Earnest money by means of a Bank Demand Draft mentioned above may be enclosed with the quotation (Technical Bid). It is also clarified that the quotations received without earnest money will be summarily rejected. The DD/FDR shall be prepared in the name of “**ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RAIPUR**” payable at Raipur.

- No request for transfer of any pervious deposit of earnest money or security deposit or payment of any pending bill held by the AIIMS Raipur in respect of any previous work will be entertained.
- Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fail to observe and comply with stipulations made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
- Tenders without Earnest Money or Tender cost will be summarily rejected.
- No claim shall lie against the AIIMS in respect of erosion in the value or interest on the amount of EMD.

Seal & Sign of the bidder .....

**3.1 Pre-Qualification Criteria:**

- Bidder should be the manufacturer/authorized dealer/Distributor/Trader/ Supplier. Letter of Authorization from Manufacturer for the same and specific to the tender should be uploaded in the prescribed place.
- An undertaking from the original Manufacturer is required stating that they would facilitate the bidder on regular basis with technology/product updates and extend support for the warranty as well. The scanned copy of same to be uploaded.

**3.2 Performance Guarantee Bond:**

- The successful bidder shall have to submit a performance guarantee (PG) within 15 days from the date of issue of Letter of Award (LOA). Extension of time for submission of PG beyond 30 days and up to 60 days from the date of issue of LOA may be given by the competent authority to sign the contract agreement however a penal interest of 15% per annum shall be charged for the delay beyond 30 days. i.e. 31<sup>st</sup> day after the date of issue of LOA. In case of the contract fails to submit the requisite PG even after 60 days from the date of issue of LOA the contract shall be terminated duly forfeiting the EMD and other dues if any payable against the contract . The failed contractor shall be debarred from participating in re-tender (if any) for that item. Performance Guarantee Bond is mandatory.

ii. Successful supplier/firm should submit performance guarantee as prescribed in favour of “All India institute of Medical Sciences, Raipur” and to be received in the Store Office, Room No. 51, Ayush Building, Gate No. 1, AIIMS, Tatibandh, Raipur (C.G) Pin-492099 before the date of commencement of supply or 30 days from the date of acceptance of the purchase order, whichever is earlier. The performance guarantee bond to be furnished in the form of Bank Guarantee as per given Proforma of the tender documents, for an amount covering 10% of the contract value.

iii. The Performance Guarantee should be established in favour of “All India institute of Medical Sciences, Raipur” through any Schedule Bank with a clause to enforce the same on their local branch at Raipur.

iv. Validity of the performance guarantee bond shall be for a period of 60 days beyond of entire contract period.

**3.3. Delivery/Supply:** The supply should be completed within 30 days from the date of purchase order and in case of NABL test report to be submitted the same should be completed within 60 days and the time of supply must be on working days **before 3 pm for week days and before 12 noon for Saturdays** and this clause should be strictly adhere to failing which administrative action as deemed fit under rules will be taken against the defaulter. Otherwise Liquidation Damages will be imposed as per clause. Unloading of material will be arranged by supplier.

**3.4.** Purchase order will be placed as required by institute.

**3.5. Penalty:** If the suppliers fails to deliver and place any or all the Equipment/item or perform the service by the specified date as mention in purchase order, penalty at the rate of 0.5% per week of delayed value of goods subject to the maximum of 10% of delayed goods value will be deducted, afterwards another penalty may be imposed.

**3.6. Right of Acceptance:** AIIMS, Raipur reserves the right to accept or reject any or all tenders/quotations without assigning any reason there of and also does not bind itself to accept the lowest quotation or any tender. AIIMS, Raipur also reserves the rights to accept all the item/equipment/instruments in the given tender or only part of it in any given schedule without assigning any reason.

**3.7. Validity of the bids:** The bids shall be valid for a period of 180 days from the date of opening of the tender. This has to be so specified by the tenderer in the commercial bid which may be extended, if required.

**3.8. Risk Purchase & Recovery of sums due to:**

Failure or delay in supply of any or all items as per Requisition / Purchase Order, Specification or Brand prescribed in the tender, shall be treated as 'non-compliance' or 'breach of contract' and the order in part or full be arranged from alternative source(s) at the discretion of the hospital authority and the difference in price has to be recovered from the tenderer as mentioned elsewhere.

The amount will be recovered from any of his subsequent / pending bills or security Deposit.

In case the sum of the above is insufficient to cover the full amount recoverable, the contractor shall pay to the purchaser, on demand the remaining balance due.

**3.9. Communication of Acceptance:** AIIMS, Raipur reserves all right to reject any tender including of those tenderers who fails to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of this Institute in this regard will be final and binding.

**3.10. Insolvency etc.:** In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified AIIMS, Raipur shall have the power to terminate the contract without any prior notice.

**3.11. Force Majeure:** If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, exception, epidemics, quarantine restriction, strikers lockout or



Act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by party to other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance and deliveries have been so resumed or not shall be final and conclusive.

Further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, AIIMS, Raipur party may, at least option to terminate the contract.

**3.12. Breach of Terms and Conditions:** In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to cancel the contract without assigning any reasons thereof and nothing will be payable by AIIMS, Raipur. In that event the security deposit shall also stand forfeited.

**3.13. Subletting of contract:** The firm shall not assign or sublet the contract or any part of it to any other person or party without having first obtained permission in writing of AIIMS, Raipur, which will be at liberty to refuse if thinks fit. The tender is not transferable.

**Right to call upon information regarding status of contract:** The AIIMS, Raipur will have the right to call upon information regarding status of contract at any point of time.

**3.14. Terms of payment:**

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

(a) 100% payment of the contract price shall be paid on receipt and acceptance of goods in good condition at the consignee premises and subject to recoveries, if any, either on account of defects/ deficiencies not attended by the supplier or otherwise upon the submission of the following documents:

(b) Four copies of suppliers invoice showing contract number, goods description, quantity, unit price and total amount with revenue stamp.

**3.15.** The supplier shall not claim any interest on payment under the contract.

**3.16.** Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the supplier rates as notified from time to time.

**3.17.** No payment shall be made for rejected stores. Rejected item/equipment must be removed by the supplier within two weeks of the date of issue of rejection advice at their own cost & replace immediately. In case these are not removed these will be auctioned/disposed of at the risk and responsibility of the suppliers without notice.

**3.18. Fall Clause:**

i. Prices charged for supplies under Rate Contract by the supplier should in no event exceed the lowest prices at which he bids to sell or sells the stores of identical description to any other State or Central Government/**DGS&D**/GeM/Public Undertaking during the period of the contract.

ii. If at any time during the period of contract, the prices of tendered items is reduced or brought down by any law or Act of the Central or State government, the supplier shall be bound to inform Purchasing Authority immediately about such reduction in the contracted prices, in case the supplier fails to notify or fails to agree for such reduction of rates, the Purchasing authority will revise the rates on lower side. If there is a price increase for any product after quoting the rates, the bidder will have to supply the item as per quoted rates. This office will not accept any higher rates after wards.

iii. If at any time during the period of contract, the supplier quotes the sale price of such goods to any other State Govt./**DGS&D**/GeM and Public Undertakings at a price lower than the price chargeable under the rate contract he shall forthwith notify such reduction to Purchasing Authority and the prices payable under the rate contract for the equipment's supplied from the date of coming into force of such price stands correspondingly reduced as per above stipulation.



3.19. Any deviation in the material and the specifications from the accepted terms may liable to be rejected and the suppliers need to supply all the goods in the specified form to the satisfaction/ specifications specified in the Purchase order and demonstrate at the their own cost.

**3.20. Arbitration:**

If any difference arises concerning this agreement, its interpretation on payment to the made there under, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, either of the parties may make a request to the Director, AIIMS Raipur to settle the dispute by Sole Arbitrator. Sole arbitrator will be appointed by the Director, AIIMS Raipur. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The provision of Arbitration and Conciliation Act, 1996 and the rule framed there under and in force shall be applicable to such proceedings.

**3.21. Legal Jurisdiction:**

The agreement shall be deemed to have been concluded in Raipur, Chhattisgarh and all obligations hereunder shall be deemed to be located at Raipur, Chhattisgarh and Court within Raipur, Chhattisgarh will have Jurisdiction to the exclusion of other courts.

3.22. Rate wise comparison of the quotes will be made and L1\* for each item will be determined accordingly. In this context, final decision of the committee will be binding to all and no claim in this regard can be entertained. The quantity indicated is tentative and may vary, and any decision in this regard by Director AIIMS Raipur shall be final.

3.23. L1 will be decided item wise on FOR AIIMS basis.

3.24. The period of rate Contract is for One Year which can be extended for another year with mutual concern.

Stores Officer(H),  
AIIMS Raipur

#### 4. Technical Bid

The following documents are required to upload by the Bidder along with Technical Bid as per the tender document:

- i. Scanned Copy of EMD Cost must be uploaded.
- ii. Please mention that the bidder is Manufacture /Distributor /Dealer / Trader/Supplier relevant document should be uploaded.
- iii. In case of distributor/dealer/trader/supplier must upload tender specific authorization certificate from OEM/ manufacturer (Form C) (should be uploaded)
- iv. Copy of PAN Card should be uploaded.
- v. Firm/Company registration certificate should be uploaded.
- vi. The GST registration details must be furnished.
- vii. In the event of increase in price detailed justification and supporting evidence may be submitted for our consideration.
- viii. Income Tax Return of last three financial years 2016-17, 2017-18 & 2018-19 should be uploaded.
- ix. Tenderer must provide evidence of experience/supplied materials as mentioned in tender document should be uploaded
- x. Annual turnover & balance sheet of last three year (2016-17 , 2017-18 & 2018-19) duly certified by CA as mentioned in tender document should be uploaded.
- xi. "Declaration by the Bidder" (Form B) should be uploaded as mentioned in tender document should be uploaded.
- xii. Relevant brochure/catalogue pertaining to the items quoted with full specifications etc.
- xiii. Tenderer must provide a certificate on letter head that proprietor/firm has never been black listed by any organization should be uploaded.
- xiv. Form A duly filled by bidder should be uploaded.
- xv. Technical Specifications Compliance Report.
- xvi. Have you previously supplied these items to any government/ reputed private organization? If yes, attach the relevant proof. Please provide a certificate on letter head that you have not quoted the price higher than previously supplied to any government Institute/Organisation/reputed Private Organisation or DGS&D rate in recent past. If you don't fulfil this criteria, your tender will be out rightly rejected.
- xvii. Certifications (e.g. ISI, CE, ISO, GMP etc., as per tender specifications) & as per schedule M (license no. and MFG. unit address highlighted)
- xviii. **In case bidder is Manufacturer:**
  - a. An undertaking by the manufacturer that they have their own testing laboratories and in built quality assurance facilities and shall carry out batch-wise pre-inspection of the items (covered under the drug and cosmetic act) and submit such reports along with the supplies for each batch. The product/drug should have compliances as per specification (IP/BP/USP etc.), if In-house (INH) specification than provision of reference standard and testing protocol for quoted items shall be submitted.
  - b. Authorization letter (with tender reference No.) nominating a responsible person (Name, Address, designation contact No. and E-mail) of the bidder to transact the business with the Tender Inviting Authority.
  - c. Self-attested Manufacturing/Repacking Licenses, The license must have been duly renewed up to date and the items quoted shall be clearly highlighted in the license.
  - d. A valid Certifications (e.g. ISI, CE, ISO, GMP etc., as per tender specifications) & as per Schedule 'M' certificate as per requirement of the Drugs and cosmetic act and rules of Govt. of India from Competent Authority.
  - e. Non-conviction certificate, not more than six month old.
  - f. Instruments such as power of attorney etc.
- xix. **In case bidder is Distributer:**
  - a. Details of Manufacturer. Distinct documents for each manufacturer
  - b. Authorization letter (with tender reference No.) given by the manufacturers to the distributor. Nominating a responsible person (Name, Address, designation contact No. and E-mail) of the bidder to transact the business with the Tender Inviting Authority. Distinct documents for each manufacturer.

- c. Self-attested Valid Drug Licenses issued to distributor by local FDA. The license must have been duly renewed up to date.
- d. Self-attested Manufacturing/Repacking Licenses (issued to manufacturer), the licenses must have been duly renewed up to date and the items quoted shall be clearly highlighted in the license.
- e. **Certifications (e.g. ISI, CE, ISO, GMP etc., as per tender specifications)** as per Schedule 'M' certificate as per requirement of the Drugs and cosmetic act and rules of Govt. of India from Competent Authority.
- f. Non-conviction certificate (for Manufacturer), not more than six month old. Distinct documents for each manufacturer.
- g. Copies of the Balance Sheet and Profit and Loss Account (for manufacturer) for the last three years. Distinct documents for each manufacturer.
- h. GST No. (Distributor).
- i. Declaration Form notarized affidavit.
- j. An undertaking by distributor that it has not been deregistered, debarred or black listed by any govt. /autonomous institution, hospital or body in India.
- k. The instruments such as power of attorney, Permanent Account No. (PAN) etc.
- l. All pages of documents enclosed with the bid document should also be seal-signed and page numbered given to each and every pages.
- m. An undertaking by the manufacturer that they have their own testing laboratories and in built quality assurance facilities and shall carry out batch-wise pre-inspection of the items (covered under the drug and cosmetic act) and submit such reports along with the supplies for each batch. The product/drug should have compliances as per specification (IP/BP/USP etc.), if In-house (INH) specification than provision of reference standard and testing protocol for quoted items shall be submitted. Distinct documents for each manufacturer

**ANNEXURE-I**

"One Year Rate Contract of Bacterial and Viral Filter for Spirometry for Pulmonary Medicine department"

<b>S.No.</b>	<b>Name of the Product</b>	<b>Unit</b>	<b>Make / Brand</b>	<b>HSN Code</b>
<b>1</b>	<b>Bacterial and Viral Filter for Spirometry</b> <ol style="list-style-type: none"> <li>1) Bacterial and viral filter even sub-micron size.</li> <li>2) Nano Fibre medium filter creating electrostatic filtering.</li> <li>3) Low expiratory flow impedance.</li> <li>4) Resistance 60 Pa/l/s @12L/s</li> <li>5) Filter should be tested and efficient at high flow rates.</li> <li>6) Filter should be fully disposable for complete hygiene.</li> <li>7) Flow Tube which is outer diameter 30 mm. filter supplied, device side connection is ISO -30 medical taper female: ID 30.2 mm basic taper 1:20 Patient side connection – Round mouthpiece.</li> <li>8) Mouth piece which should be snugly fitting with filter.</li> <li>9) Bacterium filtration efficiency 99.9999%</li> <li>10) Company should provide certification of Filtration Efficacy as mentioned above by competent authority.</li> <li>11) Rate contract agreement for next 3 years.</li> </ol> <p><b>Note-</b> Each product should be labelled on “Not for sale” and Hospital Supply for AIIMS Raipur Only.</p>	<b>Nos.</b>		

Note:

1. All items should have minimum expiry of **75% Shelf life** left at the time of supply.

## **5. Requirement Principles**

### **5.1 Manufacturer**

- a. Manufacturer should have valid License (issued by F.D.A) under the Drugs and Cosmetics Act, 1940 (including its amendments) and should comply with **Schedule M** of Drugs and Cosmetic Act. The bidder should furnish self-attested photocopy of manufacturing License (Own license/ loan license/ third party license) for the product duly approved by the Licensing authority for each and every product quoted as per specification in the tender. The license must have been duly renewed up to date and the items quoted shall be clearly highlighted in the license. Items for which FDA do not issue manufacturing license but issue repacking license, firm should submit valid repacking license. If revalidation of drug license has been applied, copy of application to State Drug / Licensing authority should be attached.
- b. The manufacturer should have received a valid **Certifications (e.g. ISI, CE, ISO, GMP etc., as per tender specifications)** as per revised Schedule 'M' issued by Licensing Authority and certification inspection certificate in line with the WHO certification scheme, on pharmaceuticals being quoted. Bidder should submit a valid product wise **Certifications (e.g. ISI, CE, ISO, GMP etc., as per tender specifications)** & as per schedule "M" issued by Regulatory Authority, for each item offered. License no. and manufacturing unit address clearly highlighted on **Certifications (e.g. ISI, CE, ISO, GMP etc., as per tender specifications)**.
- c. A certificate issued by the Licensing Authority that the Manufacturer is not currently under conviction (Non-conviction) under the Drugs & Cosmetics Act for manufacturing/supplying sub-standard sterile Disposable Syringes with needle or on any other grounds. The certificate should not be more than six month old on the day of opening of the tender.
- d. Tender should not be submitted for the product/ products for which the concern manufacturer / company / authorized dealer / distributor has been blacklisted on quality grounds by any Government organization.
- e. The bidder should submit a notarized affidavit stating that the manufacturing company have not been blacklisted for the quoted product/firm by any State Government or Central Government Organization and has not been found guilty of supplying Bacterial and Viral Filter for Spirometry in last three years and are eligible to participate in the present tender." If the information provided in the affidavit is found to be incorrect at any stage, during and after the tender, action will be initiated as per the tender conditions apart from forfeiture of EMD and performance security deposit (if any).

### **5.2 Distributer**

- a. Distributer, Should have valid licenses for sale (under the Drugs and Cosmetics Act, 1940 including its amendments) of concern items. The license must have been duly renewed up to date.
- b. GST No. (Distributer).
- c. Manufacturer must have valid License (issued by F.D.A) under the Drugs and Cosmetics Act, 1940 (including its amendments) and should comply with Schedule M **Certifications (e.g. ISI, CE, ISO, GMP etc., as per tender specifications)** of Drugs and Cosmetic Act. The bidder should furnish self-attested photocopy of manufacturing License (Own license/loan license/third party license) for the product duly approved by the Licensing authority for each and every product quoted as per specification in the tender. The license must have been duly renewed up to date and the items quoted shall be clearly highlighted in the license. Items for which FDA do not issue manufacturing license but issue repacking license, firm should submit valid repacking license. If revalidation of drug license has been applied, copy of application to State Drug / Licensing authority may be attached.

- d. The manufacturer should have received a valid **Certifications (e.g. ISI, CE, ISO, GMP etc., as per tender specifications)** as per revised Schedule 'M' issued by Licensing Authority or inspection certificate in line with the WHO certification scheme, on pharmaceuticals being quoted. Bidder should submit a valid **Certifications (e.g. ISI, CE, ISO, GMP etc., as per tender specifications)** & issued by Regulatory Authority, for each item offered. License no. and manufacturing unit address clearly highlighted on **Certifications (e.g. ISI, CE, ISO, GMP etc., as per tender specifications)**.
- e. A certificate issued by the Licensing Authority that the Manufacturer is not currently under conviction (Non-conviction certificate) under the Drugs & Cosmetics Act for manufacturing/supplying sub-standard Bacterial and Viral Filter for Spirometry or on any other grounds. The certificate should not be more than six month old on the day of opening of the tender.
- f. Tender should not be submitted for the product/ products for which the distributor has been blacklisted on quality grounds by any Government organization.
- g. The bidder should give a notarized affidavit stating that distributor has not been blacklisted for the quoted product/firm by any State Government or Central Government Organization and has not been found guilty of supplying spurious sterile Disposable Syringes with needle in last three years and are eligible to participate in the present tender." If the information provided in the affidavit is found to be incorrect at any stage, during and after the tender, action will be initiated as per the tender conditions apart from forfeiture of EMD and performance security deposit (if any).
- h. Authorization letter given by the manufacturers to the distributor for individual molecule.

*Any future clarification and/or corrigendum(s) shall be communicated through AIIMS, Raipur website. All corrigendum(s) will always be the part of tender. The complete set of tender document can be downloaded from the AIIMS RAIPUR website [www.aiimsraipur.edu.in](http://www.aiimsraipur.edu.in), as well as [www.tenders.gov.in](http://www.tenders.gov.in)*

## **6. General Conditions**

1. Forms in all Annexure should be filled up properly. Every correction should invariably be attested by tenderer, failing which the tender will be summarily rejected.
2. The tenderer may quote the rates for one or more product of one or more manufacturing company for which authorized.
3. Total rates should be inclusive of all taxes and/or other charges, if any, as per the price bid -BOQ.
4. The rates quoted and accepted will be binding on the tenderer for stipulated period.
5. The details of the required Bacterial and Viral Filter for Spirometry etc., are shown in Bacterial and Viral Filter for Spirometry list. The rates quoted should not vary with the quantum of the order or the destination.
6. Tender has been called for in the generic names of Bacterial and Viral Filter for Spirometry. The bidders should quote the rates for the generic products. The composition and strength/size of each product should be as per details. Any variation, if found, will result into the rejection of the tender.
7. The price quoted by the bidders shall not, in any case exceed the controlled price, if any, fixed by the Drug Price Control Order (DPCO)/NPPA/Central/State Government and the Maximum Retail Price (MRP). Tender Inviting Authority at its discretion, will exercise, the right to revise the price at any stage so as to conform to the controlled price or MRP as the case may be. This discretion will be exercised without prejudice to any other action that may be taken against the bidder at any stage.

8. To ensure sustained supply without any interruption, the Tender Inviting Authority reserves the right to split orders for supplying the requirements among more than one bidder.

9. The rates quoted and accepted will be binding on the bidder for full contract period of **one year from the date of signing of agreement and extendable period of 1 year by mutual consent with bidder**, any increase in price will not be entertained till the completion of contract. Accordingly this clause will be applicable for all orders placed during the currency of contract.

10. No bidder shall be allowed at any time on any ground, whatsoever it may be, to claim revision or modification in the rates quoted by him. Representation to make correction in the tender documents on the ground of Clerical error, typographical error, etc., committed by the bidders in the Bids shall not be entertained after submission of the tenders. Cross Conditions such as "SUBJECT TO AVAILABILITY" "SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED" etc., will not be entertained under any circumstances and the tenders of those who have given such conditions shall be treated as incomplete and accordingly the bid will be rejected.

11. The consumable item Bacterial and Viral Filter for Spirometry, rates should be quoted only for the size/type/composition stated in the tender. A copy of these Certificates should be sent with every consignment and every invoice.

## **7. Acceptance of Tender**

1. The tender inviting authority, AIIMS RAIPUR reserves the right to accept or reject any tender for any one or more of the items tendered for without assigning any reason. If L1 rate matches to equal to more than one bidder than competent authority AIIMS Raipur to issue P.O. order as recommended by the committee.
2. No tenderer will be allowed to withdraw their bid after opening of technical Bid.

## **8. Agreement**

1. All tenderer who are succeeded will have to execute an agreement on non- judicial stamp paper of Rs.100/-(stamp duty to be paid by tenderer) in favour of ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RAIPUR within 15 days from the date of intimation received by them from AIIMS, Raipur that their tenders have been accepted. The form of Agreement is enclosed in tender document. The bidder shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any person or persons what so ever. All notices or communications relating to arising out of this agreement or any of the terms thereof shall be considered duly served on or given to the bidder if delivered to him or left at the premises, places of business or abode.
2. If the successful tenderer fails to execute the agreement and payment of security deposit within the time specified or withdraws the tender after intimation of the acceptance of the tender has been sent or owing to any other reasons, the tenderer is unable to undertake the contract, the contract will be cancelled and the Earnest Money Deposit of the tenderer shall stand forfeited. Such tenderer(s) will also be liable for all damages sustained by the Tender Inviting Authority / Ordering Authority by reasons of breach of tender conditions. Such damages shall be assessed by the Tender Inviting Authority, ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RAIPUR whose decision shall be final.

## **9. Performance Security Deposit**

The successful tenderer must pay a Performance security deposit of 10% of contracted value at the time of execution of agreement by way of DD/BG/FD in favour of AIIMS, Raipur payable at RAIPUR.



## **10. Supply Conditions and Delivery Period**

1. Purchase orders along with the delivery destinations will be placed on the successful bidder at the discretion of the Ordering Authority.
2. All supplies will be scheduled for the period from the date of acceptance till the completion of the tender in instalments, as may be stipulated in the Purchase Order. **The supplied Bacterial and Viral Filter for Spirometry** should have a maximum potency throughout the shelf life period as prescribed in the Drugs & Cosmetics Act 1940 and rules there under. All other sizes/items of Bacterial and Viral Filter for Spirometry should have a shelf life period of **minimum 2 year** (Except in that product where self-life is recommended less than 1 year as per drug & cosmetic act 1940 but not less than 75% of expected shelf life) from the date of manufacture.
3. The supply should be completed within 30 days from the date of purchase order and in case of **NABL test report** to be submitted the same should be completed within 60 days and the time of supply must be **before 3 pm for week days and before 12 noon for Saturdays**. The supplier may continue the supply of unexecuted quantity after the issue of Amendment for Delivery period extension, however liquidated damages as specified in Penalty Provision of the tender conditions, will be levied on the quantity supplied after the expiry of original DP). Unloading of material will be done by supplier.
4. The supplier shall complete the earlier purchase order before commencing the supply of subsequent purchase orders. In case of non- execution, AIIMS Raipur reserves the right to place purchase order (partially/ fully) on alternate source at the risk and cost of the defaulting bidder.
5. The Bidder must submit a Test Analysis report (Certificate of Analysis) for every batch of Product/drug/IV fluid along with other documents. If P.O. for single product is more than 50,000/- (Rupees Fifty Thousand), company has to be submit the Test Analysis report (Certificate of Analysis) from any of the recognized Govt. approved NABL accredited lab at the time of supply.

In case of failure on part of the supplier to furnish such report, the batch of Bacterial and Viral Filter for Spirometry will be returned back to the suppliers and the bidder is bound to replenish the same with Government approved lab test report. The Bacterial and Viral Filter for Spirometry supplied by the successful bidder shall be of the best quality and shall comply with the specifications, stipulations and conditions specified in the tender.

6. If the bidder fails to execute the supply within the stipulated time, the Tender Inviting/Ordering Authority is at liberty to make alternative arrangement for purchase of the items of Bacterial and Viral Filter for Spirometry for which the Purchase orders have been placed, from any other sources or in the open market or from any other bidder who might have quoted higher rates, at the risk and the cost of the supplier and in such cases the tender inviting authority /ordering authority has every right to recover the cost and impose the penalty without prejudice to the rights and remedies available with the Purchaser under the Law.
7. It shall be the responsibility of the Bidder for any shortages/damage at the time of receipt. Tender inviting authority is not responsible for the stock of the Product/drug received, for which no order is placed.
8. The bidder shall take back (Reverse distribution), Bacterial and Viral Filter for Spirometry which are not utilized by the tender inviting Authority within the shelf life period based on mutual agreement.
9. If at any time the Bidder has, in the opinion of the Tender inviting authority/ordering authority, delayed the supply of Bacterial and Viral Filter for Spirometry due to one or more reasons related to force Majeure events such as riots, mutinies, wars, fire, storm, tempest or other exceptional events, the time for supplying the Bacterial and Viral Filter for Spirometry may be extended by the Tender inviting authority/ordering authority at its discretion for such period as may be considered reasonable. However such extension shall be considered only if a specific written request is made by the Bidder within 11 days from the occurrence of such event. The exceptional cause does not include scarcity of raw material, power cut and labour disputes.

## **11. Packing**

All primary packing containers/strips/blister should be strictly conforming to the Specification included in the relevant pharmacopoeia. Packing should be able to prevent damage or deterioration during transit. The labels in the case of injectable should clearly indicate whether the preparations are meant for Intravenous (IV), Intra Muscular (IM), Subcutaneous (SC), etc.

Primary packing such as strips, labels, inner carton, outer carton etc. should bear the following words

“Govt. Supply- Not for Sale”

“.....आपूर्ति- निःशुल्क वितरण हेतु”

Secondary packing such as baby shipper (small corrugated box), outer corrugated boxed are labelled as under.

GOVT. SUPPLY-NOT FOR SALE

Name of the Product:

Manufactured by:

Batch no.:

Mfg. Date :

Exp. Date:

Quantity:

## **Quality Testing**

Samples of supplied Bacterial and Viral Filter for Spirometry in each batch may be tested at AIIMS Raipur's empanelled lab to check QA. If QA testing fails, the supplier (s) shall bear the actual expenditure incurred for the testing and the same shall be deducted from the bills or the performance security. All legal responsibility regarding quality of the product will always be with manufacturer.

The Bacterial and Viral Filter for Spirometry shall have the active ingredients/content at the maximum permissible level throughout the shelf life period of the Product/drug.

## **12. Statutory Variation Clause:**

If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or Act of the Central or State Government or by the bidder. Himself, the bidder shall be bound to inform Tender Inviting Authority immediately about such reduction in the contracted prices. Tender Inviting Authority is empowered to unilaterally effect such reduction as is necessary in rates in case the bidder fails to notify or fails to agree for such reduction of rates. In case of any enhancement in tax due to notification of the Government after the date of submission of tenders and during the tender period, the quantum of additional tax so levied will be allowed to be charged extra as a separate item without any change in the basic of the price structure price of the Bacterial and Viral Filter for Spirometry approved under the tender. For claiming the additional cost on account of the increase in tax, the bidder should produce a letter from the concerned tax authorities for having paid additional tax on the goods supplied to Tender Inviting Authority and also must claim the same in the invoice separately. Similarly if there is any reduction in the rate of essential p r o d u c t / drug, as notified by the Govt., after the date of submission of tender, the quantum of the price to the extent of reduction of essential p r o d u c t /drug will be deducted without any change in the basic price of the price structure of the Bacterial and Viral Filter for Spirometry approved under the tender.

## **13. Penalties Provisions**

1. If the supplier fails to deliver any or all of the goods or fails to perform the service within the time frame(s) incorporated in the tender, the Purchaser shall, without prejudice to other right and remedies available to the Purchaser under the tender, deduct from the quoted price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of the quoted price.

2. If the complete supply or part thereof is received in damaged condition it shall not be accepted and shall be recorded on Delivery Challan. Such damaged material should be replaced by the supplier within 14 days from the date of noting on Delivery Challans or rejection advice issued by consignee or else subsequent to no replacement in 14 days the Performance security (SD) would be forfeited with a notice to the supplier. In case of damage only in the outer packing, the supply will be accepted only after levying penalty of 1% on the total value of the supply to that destination place. Further the Performance Security (SD) would be forfeited with a notice to the supplier.
3. Tender Inviting Authority will be at liberty to terminate, without assigning any reasons thereof, the contract either wholly or in part on 30 days' notice. The Bidder will not be entitled for any compensation whatsoever in respect of such termination. All litigations related to the supplier for any defaults will be done by Tender Inviting Authority and his decision will be final and binding.

#### **14. Blacklisting Procedure**

1. Non-performance of any tenderer conditions will disqualify a bidder to participate in the next tender.
2. To assess the correctness of the test results be in given by the Bidders laboratory, samples would also be taken and sent randomly to AIIMS Raipur empanelled laboratory. If there is any variation in the analytical reports furnished by empanelled laboratories, (either pass or fail) with submitted C.O.A, Bidders shall be black listed for two years besides forfeiture of security deposit, after giving due opportunity to the concerned bidders.
3. If it is revealed that Bidder is involved in any form of fraud and collusion with the empanelled laboratory of AIIMS, the Bidder will be blacklisted for five years. The tenderer shall also be liable for action under criminal law and matter will be informed to drugs controller for penal action against them.
4. AIIMS, Raipur will be at liberty to terminate the contract without assigning any reasons. The tenderer will not be entitled for any compensation whatsoever in respect of such termination.
5. In all matters pertaining to tender, the decision of AIIMS, Raipur shall be final and binding.
6. In event of any dispute arising out of tender, such dispute would be subject to the jurisdiction of civil court within RAIPUR.
7. In case of dispute or difference arising between AIIMS RAIPUR and Bidder relating to any matter arising out of or connected with this tender agreement, such dispute or differences shall be settled in accordance with the Arbitration and Conciliation Act 1996. The venue of arbitration shall be RAIPUR.

Within six months of the commencement of the rate contract and at the rate contract period a certificate in the following forms will have to be submitted by the supplier :-

“I/We certify that the stores of description identical to the store supplied to the AIIMS Raipur, under the contract herein have not been sold by me/us to any other State Govt. /Central Govt. /DGS&D/ Public Undertaking/ Autonomous Body under government during the period of the rate contract of AIIMS Raipur under the contract / except for the quantity of under sub-clause (a) & (b) of the clause 03.”

**PRICE BID**

Price bid in the form of BOQ\_XXXX .xls

**PARTICULARS FOR PERFORMANCE GUARANTEE BOND**

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of Two Hundred)  
(TO BE ESTABLISHED THROUGH ANY OF THE SCHEDULED BANK (WHETHER SITUATED AT RAIPUR OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT RAIPUR. BONDS ISSUED BY CO- OPERATIVE BANKS ARE NOT ACCEPTED)

To,  
The Director  
All India Institute of Medical Sciences (AIIMS),  
Tatibandh, GE Road, Raipur-492 099 (CG)

**LETTER OF GUARANTEE**

WHERE AS All India Institute of Medical Sciences (AIIMS) Raipur (Buyer) have invited Tenders vide Tender No.....Dt.....for purchase of.....AND WHERE AS the said tender document requires the supplier/firm(seller)whose tender is accepted for the supply of **instrument/machinery**/ Bacterial and Viral Filter for Spirometry etc. in response there to shall establish an irrevocable Performance Guarantee Bond in favour of "AIIMS Raipur" in the form of Bank Guarantee for Rs.....[10% (ten percent)of the purchase value] which will be valid for entire warranty period from the date of supply, **installation & commissioning**, the said Performance Guarantee Bond is to be submitted within 30(Thirty) days from the date of Acceptance of the Purchase Order.

NOW THIS BANKHERE BY GUARANTEES that in the event of the said supplier/firm (seller) failing to abide by any of the conditions referred to intender document/purchase order/performance/**quality** of the Bacterial and Viral Filter for Spirometry, **instrument/machinery**, etc. This Bank shall pay to All India Institute of Medical Sciences (AIIMS) Raipur on demand and without protest or demur..... (Rupees.....).

This Bank further agrees that the decision of All India Institute of Medical Sciences (AIIMS) Raipur (Buyer) as to whether the said supplier/firm (Seller) has committed a breach of any of the conditions referred in tender document/ purchase order shall be final and binding.

We,.....(name of the Bank& branch) here by further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the supplier/firm(Seller)and/or All India Institute of Medical Sciences (AIIMS) Raipur(Buyer).

Not with standing anything contained herein:

a.Our liability under this Bank Guarantee shall not exceed`..... (Indian Rupees.....only).

b.This Bank Guarantee shall be valid upto..... (date) and

c.We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if AIIMS Raipur serve upon us a written claim or demand on or before..... (Date)

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at .....situated at..... (Address of local branch).

Yours truly,

Signature and seal of the Guarantor

Name of the Bank:.....

Complete Postal Address: .....

**Form-A****PARTICULARS FOR REFUND OF EMD TO SUCCESSFUL/UNSUCCESSFUL BIDDER  
RTGS/National Electronic Fund Transfer (NEFT)Mandate Form**

1	Name of the Bidder	
2	Permanent Account No(PAN)	
3	Particulars of Bank Account	
	a) Name of the Bank	
	b) Name of the Branch	
	c) Branch Code	
	d) Address	
	e) City Name	
	f) Telephone No	
	g) NEFT/IFSC Code	
	h) RTGS Code	
	9 Digit MICR Code appearing on the cheque book	
	j) Type of Account	
	k) Account No.	
4	Email id of the Bidder	
5	Complete Postal Address of the bidder	

**Form-B**

Declaration by the Bidder:

I/We have downloaded the tender from the internet site and I/We have not tampered /modified the tender documents in any manner. In case the same is found tampered/ modified, I/We understand that my/our offer shall be summarily rejected and I/We are liable to be banned from doing business with AIIMS Raipur and/or prosecuted as per laws.

I/We have read and fully understood all the terms and conditions contained in Tender document regarding terms & conditions of the contract& rules and I/we agree to abide them.

The bidder should not have been blacklisted before at any government organisation  
No other charges would be payable by Client and there would be no increase in rates during the Contract period.

Place:.....

Date:.....

(Signature of Bidder with seal)

Name :

Seal :

Address :



**Form-C**

MANUFACTURER's / PRINCIPAL's AUTHORIZATION FORM

To  
The Stores Officer,  
All India Institute of Medical Sciences Raipur

Dear Sir,

TENDER: \_\_\_\_\_.

we, \_\_\_\_\_, who are  
established and reputable manufacturers of \_\_\_\_\_, having  
factories at \_\_\_\_\_ and \_\_\_\_\_, hereby  
authorize Messrs. (Authorised Dealer/Sole Distributor/Supplier) \_\_\_\_\_ (name and  
address of agents) to bid, negotiate and conclude the contract with you against  
Tender No. \_\_\_\_\_ for the above goods manufactured by  
us. No company or firm or individual other than Messrs.

\_\_\_\_\_ are authorized to bid, negotiate and  
conclude the contract in regard to this business against this specific  
tender.

We hereby extend our full guarantee and warranty as per the conditions  
of tender for the goods bided for supply against this tender by the above  
firm.

The authorization is valid up to \_\_\_\_\_

Yours faithfully,

(Name)

For and on behalf of M/s. \_\_\_\_\_

(Name of manufacturers)/Principal

### **Instructions for Online Bid Submission:**

1. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.
2. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

### **REGISTRATION**

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

### **SEARCHING FOR TENDER DOCUMENTS**

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

### **PREPARATION OF BIDS**

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
3. Number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
4. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
5. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## **SUBMISSION OF BIDS**

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
4. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
6. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7. The documents being submitted by the bidders would be encrypted using PKI encryption all techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key.
8. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
9. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
10. Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
11. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

## **ASSISTANCE TO BIDDERS**

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk number 0120-4200462, 0120-4001002.