

All India Institute of Medical Sciences, Raipur G.E. Road, Tatibandh, Raipur– 492099,Chhattisgarh Tele: 0771- 2971307, email: <u>store@aiimsraipur.edu.in</u> centralstoreaiimsrpr@rediffmail.com Website: <u>www.aiimsraipur.edu.in</u>

# **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 Supply of Spirology Flow Sensor (5x) for Department of Biomedical Engineering under PAC at

# All India Institute of Medical Sciences, Raipur

Published Date	21.09.2020 06.00 PM
Bid Document download Sale Start Date	22.09.2020 10.00 AM
Clarification Start Date	22.09.2020 10.00 AM
Clarification End Date	25.09.2020 04.00 PM
Bid Submission Start Date	28.09.2020 12.00 PM
Bid Submission End Date	03.10.2020 01.00 PM
Bid Opening Date	05.10.2020 12.00 PM

# I. NOTICE INVITING TENDER

S.No.	Name of the Items
01	Spirology Flow Sensor (5x)

1.

- 2. Online bids are invited on behalf of Director, All India Institute of Medical Sciences (AIIMS), Raipur in single stage one bid (Technical & Financial) system for "Supply of Spirology Flow Sensor (5x) under PAC on single tender inquiry. Manual bids shall not be accepted.
- **3.** Tender document may be downloaded from AIIMS web site <u>www.aiimsraipur.edu.in</u> (for reference only) and CPPP site <u>https://eprocure.gov.in/eprocure/app</u> as per the schedule as given in CRITICAL DATE SHEET as under.
- **4.** Bid shall be submitted online at CPPP website: https://eprocure.gov.in/eprocure/app.
- **5.** Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 6. Tenderer who has downloaded the tender from the AIIMS web site www.aiimsraipur.edu.in and Central Public Procurement Portal (CPPP) e-procurement website <u>https://eprocure.gov.in/eprocure/app</u> 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 tenderer is liable to be banned from doing business with AIIMS Raipur.

The Technical bid should include the detailed specifications of main item/equipment and its accessories.

- 7. The complete bidding process in online bidding, Bidder should be 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.
- 8. 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'.
- **9. 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& other terms.
- **10.** Relevant literature pertaining to the items quoted with full specifications should be uploaded, where ever applicable.
- **11.** The tender document must be accompanied by copy of PAN, Certificate of firm/company registration, GST registration.
- **12.** The bidder must be able to provide the product/items within specified time period as prescribed in the Purchase Order. Furthermore on completion of the stipulated time period, Purchase Order may be cancelled if failing above condition as per terms & conditions of Institute norms.
- **13.** 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.

- **14.** The place of arbitration and the language to be used in arbitral proceedings shall be decided by the arbitrator.
- **15.** All disputes shall be subject to Raipur Jurisdiction only.
- **16.** Bid containing incorrect and incomplete information shall be liable for rejection.
- **17.** The Tender/Bid will be opened on Store office (Hospital) at AIIMS Raipur Premises.
- **18.** 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.
- 1) Rates should be quoted inclusive of packing, forwarding, postage and transportation charges etc.
- 2) The competent authority reserves all rights to reject the goods if the same are not found in accordance with the required description / specifications/quality.
- 19. In case the supplier requires any elucidation regarding the tender documents, they are requested to contact to the Store Officer (Hospital), AIIMS Raipur through e-mail: storesofficer.hp@aiimsraipur.edu.in on or before end date of clarification as per critical date sheet.
- **20.** Terms and condition applicable as per manual for procurement of goods 2017, GFR-2017 etc.

Stores Officer (H) AIIMS, Raipur

# **Other Terms and Conditions**

# 1. Performance Security Deposit:

- a. The successful bidder shall have to submit a performance Security Deposit (PSD) @10% of contract value within 30 days from the date of issue of Letter of Award (LOA). Extension of time for submission of PSD beyond 30 days band 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 panel 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 PSD even after 60 days from the date of issue of LOA the contract shall be terminated duly forfeiting the dues if any payable against the contract . The failed contractor shall be debarred from participating in retender (if any) for that item. Performance Security Deposit is mandatory.
- b. 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 Hospital Store Office, Room No.146, Opp. Department of Nuclear Medicine, C-C1 Block, Gate no.1, 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 Security Deposit 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.
- c. 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.
- d. Validity of the Performance Security Deposit shall be for entire contract period and beyond 60 days.
- 2. Delivery & Installation : The successful bidder should strictly adhere to the following delivery schedule supply & commissioning should be effected within 30 days from the date of purchase order 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 no. 5. Purchase order will be placed as required by consignee.
- 3. Purchase order will be placed as per requirement of the institute.
- 4. **Penalty**: If the suppliers fails to deliver and place any or all the consumable items 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.
- **5. 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 equipment/instruments in the given tender or only part of it in any given schedule without assigning any reason.
- 6. 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.

### 7. <u>Risk Purchase & Recovery of sums due:</u>

a. 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 of 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.

- b. The amount will be recovered from any of his subsequent / pending bills or security Deposit.
- c. 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.
- 8. 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.
- **9.** 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 hall 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.

- **10. 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.
- **11. 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.
- **12.** 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.

# 15. Terms of payment:

### 15.1 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 of goods in good condition at the consignee premises and Certification of goods to be issued by the consignees subject to recoveries, if any, either on account of defects/ deficiencies not attended by the supplier or otherwise and upon the submission of the following documents:
- b. Four copies of suppliers invoice showing contract number, goods description, quantity, unit price, total amount with revenue stamp.
- c. Two copies of packing list identifying contents of each package.
- **15.2** The supplier shall not claim any interest on payment under the contract.
- 15.3 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.

15.4 No payment shall be made for rejected stores. Rejected items 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 at the risk and responsibility of the suppliers without notice.

# 16. <u>GST</u>

GST rates applicable on your quoted item may please be informed. Please confirm if there is any (Upward/Reduction) in your Basic Price structure and you are also requested to pass the Input Credit as per the following Anti Profiteering Clause of GST. <u>"Upon Implementation of GST, any reduction in the rate of tax on supply of goods or service or the benefit of input tax credit shall be passed on to AIIMS Raipur by way of commensurate reduction in the prices".</u>

# Fall Clause:

- 1. 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 Government/DGS&D/Public Undertaking during the period of the contract.
- 2. 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 of 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.
- 3. 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 and Pubic 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.

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.

# 17. 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.

## 18. 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.

## 19. Quantity:

Quantity shown in the tender documents is tentative. It may be varied (Increase/Decrease) as per demand of the institute at the time of placing order.

Stores Officer (H) AIIMS, Raipur

# Technical Bid

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

- a) Please mention that the bidder is Manufacture /Distributor /Dealer / Trader/ Supplier relevant document should be uploaded.
- b) In case of distributor/dealer/trader/supplier must be upload tender specific authorization certificate from OEM/ manufacturer (Form C) should be uploaded.
- c) Copy of PAN Card should be uploaded.
- d) Technical Compliance as per Annexure-I
- e) Firm/Company registration certificate should be uploaded.
- f) The GST registration details may please be furnished.
- g) Tenderer must provide evidence of experience/supplied materials as mentioned in tender document should be uploaded. Also provide Purchase order copies of other Govt./Private reputed hospitals for justification of rate reasonability.
- h) "Declaration by the Bidder "(Form A) should be uploaded as mentioned in tender document should be uploaded.
- i) Tenderer must provide a certificate on letter head that proprietor/firm has never been black listed by any organization should be uploaded.
- j) Form A with duly filled by bidder should be uploaded.
- k) Have you previously supplied these items to any government/ reputed private organization? If yes, attach the relevant poof. 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.

# PRICE BID

(a) Price bid in the form of BOQ\_XXXX .xls

# PARTICULARS FOR PERFORMANCE SECURITY DEPOSIT

#### (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

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
Rup	ees				onl	y).				

b. This Bank Guarantee shall be valid upto...... (date) and date of claim should be beyond six month from the date of validity.

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceal	ble 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: .....

# <u>Form-A</u>

# **Declaration by the Bidder:**

- 1. 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.
- 2. 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.
- 3. The bidder should not have been blacklisted before at any government organisation
- 4. No other charges would be payable by Client and there would be no increase in rates during the Contract period.

Place:	(Signatu	gnature of Bidder with seal)			
Date:	Name	:			
	Seal	:			
	Address	:			

# Form-B

# MANUFACTURER'S / PRINCIPAL'S AUTHORIZATION FORM

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

Dear Sir,

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

we,											who	are
establishe	ed	and	l re	putable	man	ufacture	rs o	of			_,	having
factories		at					and			,		hereby
authorize	Me	ssrs. (A	Authorise	d Deale	er/Sole Dis	tributor/	Supplier)				_ (nai	me and
address	of	agei	nts) to	bid,	negotiate	and	conclud	e the	contract	with	you	against
Tender	N	lo			for	the	abc	ve	goods	manufa	actured	by
us.	No	compa	any	or	firm	or	indivi	dual	other	thar	1	Messrs.
				_	are	authoriz	zed	to	bid,	nego	tiate	and
conclude tender.	t	he	contract	in	regard	to	this	busine	ss agaiı	nst t	his	specific

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

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

Yours faithfully,

(Name)

For and on behalf of M/s. \_\_\_\_\_\_(Name of manufacturers)/Principal

# **ANNEXURE-I**

# Procurement of Spirology Flow Sensor (5x) under PAC at

# AIIMS Raipur

Sno.	Name of Item	Technical Specification			
01	Spirology Flow Sensor (5x)	For Drager Ventilator			
	Brand/Make: Drager	(Part no. 8403735 )			

# **Instructions for Online Bid Submission:**

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.

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 enroll 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 Enrollment" 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 / e-Mudhra 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

- 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/JPSD 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) 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.
- 4) 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.