



अखिल भारतीय आयुर्विज्ञान संस्थान, नागपुर

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, NAGPUR

Address: Plot No. 2, Sector-20, MIHAN, Nagpur- 441108



Email: hospitalstore@aiimsnagpur.edu.in

Notice Inviting Tender

For

“Rate Contract for Supply of Liquid Medical Oxygen”

At

All India Institute of Medical Sciences, Nagpur

CRITICAL DATE SHEET

Published Date	13/08/2024 at 05:00 PM
Bid Document Download	13/08/2024 at 05:05 PM
Bid Submission Start Date	14/08/2024 at 09:00 AM
Bid Submission End Date	10/09/2024 at 03:00 PM
Bid Opening Date (Technical bid)	11/09/2024 at 03.30 PM

Tender documents may be downloaded from institute's web site <https://www.aiimsnagpur.edu.in> (for reference only) and Online for CPPP site <https://eprocure.gov.in/eprocure/app>

DISCLAIMER

This tender is not an offer by the All India Institute of Medical Sciences, Nagpur, 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 authorized officers of AIIMS, Nagpur with the selected bidder/firm/agency.

All India Institute of Medical Sciences (AIIMS), Nagpur, Maharashtra, an apex healthcare institute being established by Parliament of India under aegis of Ministry of Health & Family Welfare, Government of India, invites sealed bids for “**Rate Contract for Supply of Liquid Medical Oxygen**” at AIIMS, Nagpur for a period of **01 Year which may be extendable for another 1 Year or more based on the performance**. You are requested to quote your best offer along with the complete details of specifications, terms & conditions.

Instructions for the Tenderer/ Contractor/ Bidders: -

1. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.
2. The complete bidding process is online. Bidders should be in possession of valid digital Signature Certificate (DSC) of class II or III for online submission of bids. Prior to bidding DSC needs to be registered on the website mentioned above. For free of cost training of the bidding process, if required, and for any other assistance bidder may contact the helpdesk at 0291-2740741.
3. **Tenderer/Contractor/Bidders are advised to follow the instructions provided in the ‘Instructions to the Contractors/Tenderer/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <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. **EMD (Earnest Money Deposit) -**
Earnest Money Deposit (i.e. ₹ 1,60,000/-) to be deposited in the form of Insurance Surety Bonds/Demand Draft/ FDR/Banker’s Cheque or BG (including e-Bank Guarantee). Scanned copy to be enclosed with technical bid. It is also clarified that the bids submitted without earnest money will be summarily rejected. The Insurance Surety Bonds/Demand Draft/ FDR/Banker’s Cheque or BG (including e-Bank Guarantee) may be prepared in the name of "**The Executive Director, AIIMS, Nagpur**". The EMD (Original Insurance Surety Bonds/Demand Draft/ FDR/Banker’s Cheque or BG (including e-Bank Guarantee) or any exemption certificate) must reach at **Store Office, Ground Floor, Admin Block, Plot No. 2, Sector 20, MIHAN, Nagpur** prior to opening of tender as per the critical dates mentioned in the tender document.
 - No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by the AIIMS Nagpur 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 fails 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.
 - No claim shall lie against the AIIMS Nagpur in respect of erosion in the value or interest on the amount of EMD.
 - If MSME firm (only Micro and Small Enterprises) is registered for above tendered item, then the firm will be exempted for submission of EMD amount. Firm must upload scanned copy of following documents in support of exemption.
 - a) District Industries Centers (DIC)
 - b) Khadi and Village Industries Commission (KVIC)
 - c) Khadi and Village Industries Board
 - d) Coir Board
 - e) National Small Industries Corporation (NSIC)
 - f) Directorate of Handicraft and Handloom
 - g) Any other body specified by Ministry of MSME (MoMSME)
 - h) Udyog Aadhaar Acknowledgment/Udyog Aadhaar Memorandum/Udyam issued by MoMSME.

- i) Startups firms as recognized by Department of Industrial Policy & Promotion (DIPP) is also exempted for depositing of EMD amount. Valid documents should be uploaded.
 - The earnest money will be returned/refund to the unsuccessful tenderers after the tender is decided.
 - EMD should remain valid for a period of **180 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.
6. **The Purchaser reserves the right to relax the Norms on Prior Experience for Start-ups and Micro & Small Enterprises in Public Procurement. The Start-ups are defined in Annexure-A of the “Action Plan for Start-ups in India”. The same is available on the website of Department of Industrial policy and Promotion (DIPP), Ministry of Commerce & Industry.**
7. Bidders are requested to quote their prices on a firm & fixed basis for the entire period of the Contract. Bids of the firms received with prices quoted on variable basis shall be rejected without assigning any reasons and no communication in this regard shall be made.

8. Submission of Tender:

The tender shall be submitted online in two parts, viz., technical bid and financial bid. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

The offers submitted by Telegram/Fax/email/Hard Copy shall not be considered. No correspondence will be entertained in this matter.

I. Technical Bid

The following documents are to be furnished by the bidder along with Technical Bid as per the tender document:

- a. Copy of drug license for supply of Medical Gas.
- b. Proof of primary manufacture of liquid Medical Oxygen (LMO) through Air Liquefaction process.
- c. Proof of testing process as per Indian Pharmacopeia IP-2014.
- d. Supplier should be supplying to minimum 3 Government Hospitals/reputed private hospitals in India & valid documents from any one of them to be produced (copy of supply order/work order to be uploaded).
- e. Experience Certificate – Supplier should have an experience of minimum 5 years with their own, manufacture, maintenance & transport of liquid medical oxygen (necessary document must be furnished).
- f. Hard copy of EMD or EMD exemption certificate to be submitted as per NIT and scanned copy to be uploaded with technical bid.
- g. Copy of constitution or legal status of the bidder manufacturer /Sole proprietorship / firm / agency or Partnership firm or a company or Public Sector Organization.
- h. Financial Status: - Bidder must have an average annual turnover of **Rs. 40 Lakh** during the last 3 financial years i.e. (F.Y. 2021-22, 2022-23, 2023-24) (Documentary proof like financial statement /Balance sheet from Chartered Accountant to be submitted).
- i. Copy of Income Tax Return Acknowledgement for last Three financial years i.e. (F.Y. 2021-22, 2022-23, 2023-24).
- j. Copy of IT PAN Number.
- k. Copy of GSTIN Registration Certificate.
- l. Duly Signed Tender document and their annexure.
- m. All other document mentioned in tender document.

II. Financial Bid –

Bidder must submitted the financial bid in BOQ format on CPP Portal.

**Format for Financial Bid
(To be submitted in BOO Format)**

Sl. No.	Item Description	Item Code / Make	Quantity	Units	BASIC RATE Per Cu. M. In Figures To be entered by the Bidder in Rs. P	GST in Rs. P	TOTAL Value Including GST (Per Cu. M.) in Rs. P	TOTAL AMOUNT With GST Per Cylinder Rs. P

Item wise L1 will be decided on total cost including taxes. Bidders are advised to quote for the item. Abnormally rate quoted by the bidders will be rejected summarily.

GENERAL TERM & CONDITIONS

1. Validity:

The quoted rates must be valid for a period for **180 days** from the date of closing of the tender. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. If the bidder quoted the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected. In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.

2. Technical Evaluation:

- (a) Detailed technical evaluation shall be carried out by Institute pursuant to conditions in the tender document to determine the substantial responsiveness of each tender. For this clause, the substantially responsive bid is one that conforms to all the eligibility and terms and condition of the tender without any deviation. The Institute's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. The Institute shall evaluate the technical bids also to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are in order.
- (b) AIIMS Nagpur shall have right to accept or reject any or all tenders without assigning any reasons thereof.

3. Financial Evaluation:

- (a) The financial bid shall be opened of only those bidders who have been found to be technically eligible.
- (b) If, in the price structure quoted for the required goods, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.
- (c) If there is a discrepancy between words and figures, the amount in words shall prevail.
- (d) After due evaluation of the bid(s) AIIMS, Nagpur will award the contract to the lowest evaluated responsive tenderer. Conditional bid will be treated as unresponsive and will be rejected.
- (e) Bidder must quote the financial bid as specified in BOQ.

4. Contract Period:

The rate contract for Supply of Liquid Medical Oxygen is initially for a period of **01 Year which may be extendable for another 1 Year or more** subject to satisfaction of the All India Institute of Medical Sciences (AIIMS), Nagpur and on mutual consent of both the parties subject to the condition/ rules framed by the Government of India from time to time.

5. Parallel Rate Contract:

Parallel Rate Contract may be concluded with two or more (maximum three) firms subject to L2/ L3 Firms matches the Price of L1 firm. This condition would be applicable if it is assessed that, L1 does not have the capacity to execute the contract as per requirement. It will be at the discretion of The Executive Director, AIIMS Nagpur to place orders with such holders of rate contract as is considered more convenient and suitable to meet purchaser's requirement during the currency of the contract.

- 6. Delivery:** The items will have to be supplied at AIIMS Nagpur. No transportation/ cartage charges will be provided for the same. All the aspects of safe delivery shall be the exclusive responsibility of the supplier.
7. The tenderers must quote rates including freight, insurance, cartage, labour charges etc. on Door Delivery basis at AIIMS, Nagpur.
8. The tenderer is advised to visit the site before quoting the rates with the due permission of Competent Authority of AIIMS, Nagpur
- 9. Signing the Contract:** The successful bidder shall be required to execute the Contract Agreement accepting all terms and conditions stipulated herein on a non-judicial stamp paper of Rs. 500/- (Rs. Five Hundred only) along with performance security within fifteen (15) days from the issue of notification of award. In the event of failure on the part of the successful bidder to sign the Contract within the period stipulated above, the EMD shall be forfeited and the acceptance of BID shall be considered as cancelled.
- 10. Performance Security:** The Successful Contractor will be required to furnish an amount of equivalent to 3 % of final tender value as a performance security in the form of **Insurance Surety Bonds, Account pay Demand Draft, Fixed Deposit Receipt from a commercial bank, Bank Guarantee (including e-Bank Guarantee)** from any Nationalized Bank duly pledged in the name of the "**The Executive Director, AIIMS Nagpur**" payable at Nagpur within 30 days from the award of contract. Security Deposit shall be kept valid for a period of 60 days beyond completion of all the contractual obligations. The security deposit can be forfeited by order of this Institute in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non – observance of any condition of the contract. In case, the successful bidder shows inability at any stage, after the contract is finalized and awarded for whatsoever reason(s), to honor the contract, the EMD/Performance Security deposited would be forfeited. Performance Security will be discharged after 60 days from the completion of contractor's performance obligations under the contract.
- 11. Payment clause:** The bill in triplicate may be sent to this office for settlement after satisfactorily completion of work. The bill should have full particulars of the items(s) and submitted on **monthly basis**.
- No payment shall be made in advance nor shall the loan from any bank or financial institutions be recommended on the basis of the order of award of work.
- The contractor shall submit the bill only after successfully completion of work to the satisfaction of the AIIMS Nagpur, on receipt of a pre-receipted bill invoice from the Contractor the case of issuing sanction and passing of bill for payment will be initiated.
- No payment will be made for poor quality of work. No rate revision will be done during the currency of contract in any circumstances.
- 12. Inspection:**
- a) AIIMS, Nagpur shall have the right to inspect and/or to test the goods to confirm their conformity to the NIT specifications at no extra cost to the purchaser.

- b) AIIMS, Nagpur right to inspect, test and, where necessary, reject the goods after the goods arrival at the final destination shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by AIIMS, Nagpur prior to the goods shipment.
- c) The Executive Director, AIIMS Nagpur shall be the final authority to reject full or any part of the supply which is not confirming to the specification and other terms and conditions.
- d) No payment shall be made for rejected Stores. Rejected items must be removed by the Bidders within two weeks of the date of rejection at their own cost and replaced immediately. In case these are not removed, these will be auctioned at the risk and responsibility of the suppliers without any further notice.

13. Arbitration:

If any difference arises concerning this agreement, its interpretation on payment to be 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 other party for submission of the dispute for decision by an Arbitral Tribunal containing Sole Arbitrator to be appointed by the Secretary, Department of Legal Affairs. Such requests shall be accompanied with a panel of names of three persons to act as the sole arbitrator. 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.

14. Subletting of Work:

The firm shall not assign or sublet the work/job or any part of it to any other person or party without having first obtained permission in writing of AIIMS, Nagpur, which will be at liberty to refuse if thinks fit. The tender is not transferable. Only one tender shall be submitted by one tenderer.

15. 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 work order/ job without assigning any reason thereof and nothing will be payable by AIIMS, Nagpur in that event the security deposit shall also stands forfeited.

16. Insolvency etc:

In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order 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, Nagpur shall have the power to terminate the contract without any prior notice.

17. 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, explosion, 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, either party may, at least option to terminate the contract.

18. Fall 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 Govt. or by the tenderer himself, the tenderer shall be morally and statutorily bound to inform AIIMS, Nagpur immediately about such reduction in the contracted prices. The AIIMS, Nagpur is empowered to unilaterally effect such reduction as is necessary in rates in case the tenderer fails to notify or fails to agree for such reduction of rates. In case of any enhancement in Taxes due to statutory Act of the Govt. after the date of submission of the tenders and during the tender period, the additional Taxes so levied will be allowed to be charged extra as separate item without any change in price structure of the drugs approved under the tender. For claiming the additional cost on account of the increase in Taxes, the tenderer should produce letter from the concerned excise authorities indicating his commitment for the supply made to the AIIMS, Nagpur on account of the increase in Taxes.

19. Legal Jurisdiction:

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

20. Right to call upon information regarding status of work:

The AIIMS, Nagpur will have the right to call upon information regarding status of work / job at any point of time.

21. Bidder shall upload a copy of the tender document and addenda thereto, if any, with each page of this document should be signed and stamped to confirm the acceptance of the entire terms & conditions as mentioned in the tender enquiry document.
22. Bidders are requested to quote their prices on a firm & fixed basis for the entire period of the Contract. Bids of the firms received with prices quoted on variable basis shall be rejected without assigning any reasons and no communication in this regard shall be made.
23. The quantity of item given in the tender is tentative, which may be increased or decreased as per the institute's requirement.
24. No escalation in rates on any account will be permitted during the contract period. Also, no subsidy will be given over the quoted rates.
25. Signed & stamped compliance sheet of the technical specification of the goods with technical printed literature must be enclosed with the bid.
26. After due evaluation of the bid(s) Institute will award the contract to the lowest evaluated responsive tenderer on individual item basis.
27. Conditional bid will be treated as unresponsive and it may be rejected.

28. The Income Tax/ Any other Taxes as applicable shall be deducted from the bill unless exempted by the Income-tax department.
29. The bidder, once applied, will not be allowed to withdraw at any stage.
30. The Tenderers should furnish a copy of PAN Card and GSTIN Registration Number. Tenders not complying with this condition will be rejected.
31. Please state whether business dealings with your firm presently stand banned, Blacklisted by any Government organization and, if so, furnish relevant details (Refer **annexure - II**).
32. The items will have to be supplied at Institute's designated site. No transportation/ cartage charges will be provided for the same.
33. The Successful Tenderer shall also provide the name and mobile number of a key person, who can be contacted at any time, even beyond the office hours on holidays. The person should be capable of making arrangement for supply of the desired goods even on short notice to AIIMS, Nagpur.
34. The Institute reserves the right to accept in part or in full or reject any or more tender(s) without assigning any reasons or cancel the tendering process and reject all tender(s) at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidder(s).
35. **Applicable Law:**
 - (a) The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings / processing.
 - (b) Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Nagpur, Maharashtra, India only.
 - (c) The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Nagpur. The decision of the Arbitrator shall be final and binding on both the parties.
 - (d) Force Majeure: Any delay due to Force Majeure will not be attributable to the supplier.

**Administrative Officer,
AIIMS, Nagpur**

SPECIAL TERMS & CONDITIONS

1. The vendor should have drug license for supply of Medical Gas.
2. **Guarantee Certificate:** - The gases supplied against this order shall be deemed to bear a warranty of the contractor against deterioration, defective material, workmanship and performance for a period of 24 months from the date of receipt of stores at AIIMS, Nagpur. If during this period the stores supplied are found to be defective in performance or deteriorated, the contractor shall be responsible for all consequences.
3. Random sampling will be done at the institute and pilferage or less quantity will be recovered at panel rate i.e. double the supply rate.
4. The quantity of gases can be increase or decrease, as per requirement of this office.
5. The material should be supplied to the manifold room, AIIMS, Nagpur.
6. The firm quoting for tender should primary manufacturer of Liquid Medical Oxygen (LMO) through Air Liquefaction process.
7. Firm quoting for LMO should have a valid drug license & should be following testing process as per Indian Pharmacopeia IP — 2014.
8. Minimum 40% of stock level to be maintained in the installed capacity to avoid emergency situation & for the same supplier should install suitable monitoring & alarming devices.
9. Supplier should provide Safety Features in line with Global Safety Standards as a part of the installation. Following safety devices to be added with the system: Minimum safety features for LMO installation required Alarm System as per AS — 2896 (Aus) Or HTM — 02— 01 (NZ)
 - a) Alarm VIE (Vacuum Insulated Evaporator)
 - I. Low content or Low level of storage indication (Audio — Visual).
 - II. Low Pressure Alarm (Audio — Visual).
 - b) Low Pressure Alarm in downstream of Pipeline system (Audio — Visual).
 - c) Pressure Regulating: Dual parallel regulation system for uninterrupted supply in case of regulator has to change for repair. One regulator is set at 4.2 bar and other at 3.8 bar as per international practice.
 - d) Three ways Gauge Valve for isolation of Line Pressure & with Manual Maneuvering.
 - e) Telemetry System: For continuous monitoring of liquid level in the storage vessel from a central location anywhere in India.
 - f) Continuous monitoring of Vehicle movement. For rescheduling filling in case of any mechanical failure of vehicle.
10. There should be provision of monitoring daily consumption.

TECHNICAL BID

(Tenderer must attach following documents for qualifying in technical bid)

S. No	Details of the Tenderer / Bidder	Page No.	Remarks
1	Name & Address- Email Id- Landline No. of the Tenderer/ Bidder- Complete Address-		
2	Copy of drug license for supply of Medical Gas.		
3	Proof of primary manufacture of liquid Medical Oxygen (LMO) through Air Liquefaction process.		
4	Proof of testing process as per Indian Pharmacopeia IP-2014.		
5	Supplier should be supplying to minimum 3 Government Hospitals/reputed private hospital in India & valid documents from any one of them to be produced. (Copy of supply order/work order to be uploaded).		
6	Experience Certificate – Supplier should have an experience of minimum 5 years with their own, manufacture, maintenance & transport of liquid medical oxygen (necessary document must be furnished).		
7	Bid Security/EMD amount of ₹ 1,60,000.00/- in the form of DD/FD or UDYAM Registration certificate as per clause 11 of page no. 2&3 of NIT document.		
8	Copy of constitution or legal status of the bidder manufacturer /Sole proprietorship / firm / agency or Partnership firm or a company or Public Sector Organization.		
9	Tenderer must provide evidence of having supplied government hospital / reputed private hospital organizations in India similar nature of items of at least ₹ 40 Lakh of Tender value in the last three years (i.e 2021-22, 22-23, 23-24) together and the copy of the same should be uploaded.		
10	Bidder must have an average annual turnover of Rs. 40 Lakh during the last 3 financial years i.e. (F.Y 2021-22, 22-23, 23-24) (Documentary proof like financial statement /Balance sheet from Chartered Accountant to be submitted).		
11	Copy of Income Tax Return Acknowledgement for last Three financial years i.e. (F.Y. 2021-22, 22-23, 23-24).		
12	PAN No. (Enclose the copy of PAN Card).		
13	GSTIN (Enclose the copy of GST Registration Certificate).		
14	Each page of NIT and its annexure have been signed and stamped.		
15	Non blacklisting certificate as per Annexure-II.		
16	Name and Mobile Number of a Key person, who can be contacted at any time.		
17	Border sharing countries clause “Form D”		
18	Self-Certification regarding Local Content in consumables to be purchase Form “E” (Percentage of local content needs to be mentioned by the vendor, else bid will be rejected)		
19	Technical compliance report Form “F”		
20	Integrity Pact Annexure – A		

- Page number/serial number may be given to each and every page of tender documents and photocopies of the documents attached. Mention page number, wherever the copy (ies) of the document(s) is kept.
- In case of non-fulfillment of any of the above information/ document(s), the Tender will be summarily rejected without giving any notice.

Date:
Place:Name:
Business Address:
Signature of Bidder:
Seal of the Bidder:

Annexure-II

CERTIFICATE

(To be submitted on letter head of the company/ firm)

I/ We hereby certify that the above firm has not been ever blacklisted by any Central/State Government/Public Undertaking/Institute on any account.

I/ We also certify that firm will be supplied the item as per the specification given by Institution and also abide all the terms & conditions stipulated in tender.

I/We also certify that the information given in bid is true and correct in all aspects and in any case at a later date it is found that any details provided are false and incorrect, any contract given to the concern firm or participation may be summarily terminated at any stage, the firm will be blacklisted and Institute may imposed any action as per NIT rules.

Date: Name:

Place:

Business Address:

Signature of Bidder:

Seal of the Bidder:

Annexure – III

Specification

1. (a) Reference temperature for oxygen gas shall be 27°C.
(b) Mode of measurement 1Kg=0.77M3.
2. The supply shall confirm to specified codes (latest edition). Medical Oxygen IP-2014.
3. Following specifications of LMO, vaporizer and regulator to be followed.
 - a) Should be certified for medical use as per IP 2014.
 - b) Should not contain less than 99.6% V/V of oxygen.
 - c) Should not contain more than 5ppm carbon monoxide.
 - d) Should not contain more than 30ppm carbon dioxide.
 - e) Should be free of halogen. Should be free of moisture.

Note:- Provide undertaking each time for compliance & each time LOT is filled.

Annexure-IV**Financial Bid**

Sr No	Item Details	Unit	Rate Per Cubic Mtr.	GST %	Rate Per Cubic Mtr. with GST
1	LMO	SM3			
2	Handling and Maintenance Charges	SM3			

L1 will be decided on composite basis.

Form D

The bidder should submit related undertaking for Restrictions on procurement from bidders from a county or countries, or a class of countries under Rule 144 (XI) of the General Financial Rules 2017 in compliance of office OM no. 6/18/2019-PPD dated 23rd July 2020. Ministry of Finance Department of Expenditure, Public Procurement Division on the basis of following Certificate given below, on the company letter head duly signed by authorized signatory for this tender.

Certificate for Tender

Tender no.:- _____

Item name: - _____

'We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; and solemnly certify that we are not from such a county or, if from such a country, we are registered with the Competent Authority (copy enclosed). We hereby certify that we fulfill all requirements in this regard and are eligible to be considered.'

AND

We have read the clause regarding restrictions on procurement from a bidder of a county which shares a land border with India and on sub-contracting to contractors from such a country; and solemnly certify that we are not from such a county or, if from such a country, we are registered with the Competent Authority (copy enclosed) and we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Comps eat Authority. We hereby certify that we fulfil all requirement in this regard and are eligible to be considered."

It is to declare that if, our bid/offer is accepted by the purchaser, as per undertaking given by us as per aforementioned points on the basis of certificate are found to be false, in such case this would be a ground for immediate termination of our bid/offer and further legal action in accordance with the law to be initiating on us by the procuring entity i.e. AIIMS, Nagpur.

[Signature with date, name and designation]
for and on behalf of
Messrs _____

[Name & address of the manufacturers]

***Note:** This clause is not applicable for Indian manufactures

Form-E

Format for Affidavit of Self Certification regarding Local Content in consumables to be purchase on Rs. 100/- Stamp Paper.

I _____ S/o, D/o, W/o _____ of
_____ do

hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No:

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any authority so nominated by the Department of Pharmaceuticals. Government of India for the purpose of assessing the local content.

That the local content for all inputs which constitute the said consumables has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms based on the assessment of an authority so nominated by the Department of Pharmaceutical. Government of India for the purpose of assessing the local content, action will be taken against me as per Oder No. P-45021/2/2017-B.E-II dated 15.06.2017 and Guidelines issued vide letter no. 31026/36/2016- MD dated – 18.05.2018.

I agree to maintain the following information in the company's record for a period of 8 years and shall make this available for verification to any statutory authority.

- i. Name and details of the Domestic Manufacturer (Registered Office, Manufacturing unit location, nature of legal entity).
- ii. Date on which this certificate is issued.
- iii. consumables for which the certificate is produced
- iv. Procuring entity to whom the certificate is furnished
- v. **Percentage of local content claimed (to be calculated based on total items quoted by bidder) - _____%(Local Content)**
- vi. Name and contact details of the unit of the manufacturer
- vii. Sale Price of the product
- viii. Ex-Factory Price of the product
- ix. Freight, insurance and handling
- x. Total Bill of Material
- xi. List and total cost value of inputs used for manufacture of the consumables.
- xii. List and total cost of inputs which are domestically sourced Value addition certificates from suppliers. If the input is not in use attached.
- xiii. List and cost of inputs which are imported, directly or indirectly.

For and on behalf of (Name of firm/entity)

Authorized signatory

Form-F

Technical compliance report should be submitted in the following format

Item Sr. No as per Annexure – I	Item Description as per Tender Annexure – I	Complied Yes/No	Remark

For and on behalf of (Name of firm/entity)

Authorized signatory

Annexure-A**INTEGRITY PACT****PRE-CONTRACT INTEGRITY PACT**

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on _____
_____ day of the month of _____ 24

Between

ALL INDIA ISTITUTE MEDICAL SCIENE NAGPUR having its office at AIIMS NAGPUR-441108, (Hereinafter called which expression unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the First Party.

And

M/s.,..... with office at _____
_____ represented by Shri _____,

Chief Executive Officer (hereinafter called the "BIDDER/Seller"/Contractor which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Party.

Preamble

[Both AIIMS NAGPUR and BIDDER referred above are jointly referred to as the Parties]

AIIMS NAGPUR intends to award, under laid down organizational procedures, Purchase orders /contract/s against Tender /Work Order /Purchase Order No.

AIIMS NAGPUR desires full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

1. Enable AIIMS NAGPUR to obtain the desired materials/ stores/equipment/ work/ project done at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
2. Enable the BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and AIIMS NAGPUR will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Clause.1. Commitments of AIIMS NAGPUR

- 1.1 AIIMS NAGPUR undertakes that AIIMS NAGPUR and/or its Associates (i.e. employees, agents, consultants, advisors, etc.) will not demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 AIIMS NAGPUR will, during the tender process / pre-contract stage, treat all BIDDERS with equity and reason, and will provide to all BIDDERS the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular BIDDER which could afford

an advantage to that particular BIDDER in comparison to other BIDDERS in relation to tendering process or during the contract execution.

- 1.3 All the officials of AIIMS NAGPUR regarding this Integrity Pact will report to IEM, any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach shall not be permitted.
- 1.4 If the BIDDER reports to AIIMS NAGPUR with full and verifiable facts any misconduct on the part of AIIMS NAGPUR's Associates (i.e. employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by AIIMS NAGPUR, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by AIIMS NAGPUR. Further, such an Associate may be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by AIIMS NAGPUR the proceedings under the contract would not be stalled.

Clause 2. Commitments of BIDDERS/ CONTRACTORS

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
 - 2.1 The BIDDER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of AIIMS NAGPUR, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of AIIMS NAGPUR or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with AIIMS NAGPUR for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with AIIMS NAGPUR.
 - 2.3* BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 2.4* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - 2.5* The BIDDER further confirms and declares to AIIMS NAGPUR that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to AIIMS NAGPUR or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
 - 2.6 The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of AIIMS NAGPUR or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
 - 2.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
 - 2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
 - 2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged

- 2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of AIIMS NAGPUR, or alternatively, if any relative of an officer of AIIMS NAGPUR has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013
- 2.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of AIIMS, NAGPUR.

Clause.3. Previous contravention and Disqualification from tender process and exclusion from future contracts

- a. The BIDDER declares that no previous contravention occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- b. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason. If BIDDER before award or during execution has committed a contravention through a violation of Clause 2, above or in any other form such as to put his reliability or credibility in question, AIIMS NAGPUR is entitled to disqualify the BIDDER from the tender process.

Clause.4. Earnest Money Deposit (Security Deposit)

- 4.1 While submitting commercial bid, the BIDDER shall deposit an amount _____ as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
- (i) Bank Draft or a Pay Order in favour of _____
- (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment
- (iii) Any other mode or through any other instrument.
- 4.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

Clause.5. Consequences of Violation / Breach

- 5.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle AIIMS NAGPUR to take all or any one of the following actions, wherever required: -
- i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

- ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the UBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the AIIMS Nagpur, along with interest.
- vi. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- x. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact

5.2 AIIMS NAGPUR will be entitled to all or any of the actions mentioned in Para 5.1 (i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of AIIMS NAGPUR to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

Clause.6. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services at a price / charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any to the Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to AIIMS NAGPUR, if the contract has already been concluded.

Clause.7. Independent External Monitors

7.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Name and address of IEMs are given below: -

1. Shri Rajendra Kalla,
16, Munirka Enclave,
Opp. Vasant Vihar Bus Depot.,
New Delhi-110067,
M No. 9167839661,
E-Mail: rajendra432000@yahoo.co.in

2. Shri Sanjeev Behari,
A-81, Sector 50,
Gautam Budh Nagar, Noida,
U. P.- 201301,
M No. 9869199464,
E-Mail: saloni_behari@yahoo.co.in

- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.
- 7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department! within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

Clause.8. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination

Clause.9. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

Clause.10. Other Legal Actions

In case of any allegation of violation of any provisions of this Pact or payment of commission, AIIMSNAGPUR or its agencies shall be entitled to examine all the documents, including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Clause.11. Law and Place of Jurisdiction

Both the Parties agree that this Pact is subject to Indian Law. The place of performance and hence this Pact shall be subject to Nagpur Jurisdiction.

Clause.12. other legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Clause.13. Validity and Duration of the Agreement

The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact at _____ on _____

AIIMS NAGPUR

Signature

Name and Designation

Witness

1.....

2.....

Bidder

Signature

Name and Designation

Witness

1.....

2.....

* Provisions of these clauses would be amended /deleted in line with the policy of the AIIMS NAGPUR in regard to involvement of Indian agents of foreign supplier

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 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) 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.

5) 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.

6) 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.

7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) 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.

9) 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.
