



JAWAHARLAL INSTITUTE OF POST GRADUATE MEDICAL EDUCATION & RESEARCH

(JIPMER)

GOVERNMENT OF INDIA

(An Institution of National Importance under Ministry of Health & Family Welfare)

Dhanvantri Nagar, Puducherry-605006



**OPEN TENDER ENQUIRY DOCUMENT
FOR
FOR SUPPLY OF DISPOSABLE UNSTERILE AND STERILE DISPOSABLE ITEMS
FOR THE
CENTRAL STERILE SUPPLIES DEPARTMENT**

(Short term procurement for 6 months)

**JIPMER, DHANVANTARI NAGAR,
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SECTION I

**JAWAHARLAL INSTITUTE OF POSTGRADUATE MEDICAL EDUCATION AND
RESEARCH PUDUCHERRY – 6
(Institution of National Importance under the Ministry of Health & Family Welfare,
Govt. of India)**

Purchase Section

No.JIP.PUR6(1)/20-21/eTender/CSSD

Dated: 14.07.2020

NOTICE INVITING e-TENDER (e-NIT)

Sub: Supply of Disposable Sterile and Unsterile Items (Short term procurement for 6 months)

E- tenders are invited from eligible and qualified tenderers for the supply of Disposable Sterile and Unsterile Items for the Central Sterile Supplies Department (Short term procurement for 6 months) for 2020 – 21.

1. Scope of work : Supply of Disposable Sterile and Unsterile Items for the Central Sterile Supplies Department (Short term procurement for 6 months)
2. Value of tender : Approximate Cost Rs.2 crores
3. Tender timelines:
 - i. Last date for receipt of pre-bid queries: **04.00 PM on 17th July 2020**
 - ii. Pre-bid queries can be made through e-mail jipmercssidstore@gmail.com
 - iii. Opening date & time for download of Tender document : **04.00 PM on 14th July 2020**
 - iv. Opening date & time for submission of online bids : **04.00 PM on 20th July 2020**
 - v. Closing date & time for submission of online bids **04.00 PM on 04th Aug 2020**
 - vi. Date and Time of opening of online bids for Technical evaluation: **10.00 AM on 06th Aug 2020**
 - vii. Date & time of opening of Price Bid : To be intimated later.
4. Earnest Money Deposit : **Rs. 20,000/-** as EMD shall be paid through SBI collect only.

The EMD shall be returned to the non-successful tenders after acceptance of award of contract to the successful tenderer.

5. Tender Fee (Non-refundable) : **Rs. 590 (including 18% GST) shall be paid through SBI collect only.**
6. Interested bidders are advised to download the complete Tender Enquiry document from the websites www.jipmer.edu.in or <https://eprocure.gov.in/eprocure/app> for complete details.
7. The prospective bidders must register with the E-procurement system of <https://eprocure.gov.in/eprocure/app>. Special Instructions to the bidders for the e-submission of the bids online through this eProcurement Portal on completion of the registration process is given in <https://eprocure.gov.in/eprocure/app> , the bidders will be provided user ID and password upon enrollment. In order to submit the bids electronically, bidders are required to have a valid Class 3 Digital Signature Certificate (signing and encryption/ decryption certificates).
8. Bidders are requested to read the bidders help document on e-tender web site link before proceeding for bidding.
9. Post receipt of User ID & Password, Bidders can log on for downloading & uploading tender document.
10. The bidders shall submit the required EMD (as per G.I.T clause 2) through SBI collect only before the due date and time mentioned above.
11. The online submission of tender(s) can only be done through <https://eprocure.gov.in/eprocure/app>
12. Bidders shall ensure that their tender(s), complete in all respects, are submitted online through <https://eprocure.gov.in/eprocure/app> e-portal (as described above) only.
13. Prospective bidders are advised to browse the above websites regularly before submission of their bids as any further amendments will be published in these websites only.

Asst. Officer in Charge
Purchase Section,
For
Director,
JIPMER, Puducherry

Section II

SCHEDULE OF REQUIREMENTS AND SPECIFICATIONS

LIST OF ITEMS REQUIRED with estimated requirement for 6 months

| S. No | Nomenclature | Requirement for the Tender Period In Units | Rate Should be quoted for each Unit |
|-------|---|--|-------------------------------------|
| 1 | Sterile ICU / Medical Gown in a single pack | 1,50,000 | 1 No. |
| 2 | Sterile Plastic Apron in a single pack | 1,50,000 | 1 No. |
| 3 | Bootleg Leggings | 1,00,000 | 1 No. |
| 4 | Cap (Bouffant type) | 1,00,000 | 1 No. |
| 5 | Sterile Examination Gloves in a single pack (Medium size: 7" – 8") | 4,00,000 | 1 No. |
| 6 | Sterile Examination Gloves in a single pack (Large size: 8.5" – 9.5") | 2,00,000 | 1 No. |
| 7 | Unsterile Examination Gloves (Medium size: 7" – 8") | 2,00,000 | 1 No. |
| 8 | Unsterile Examination Gloves (Large size: 8.5" – 9.5") | 1,00,000 | 1 No. |
| 9 | 3 ply Surgical Mask | 5,00,000 | 1 No. |

Note: The requirement may **increase or decrease by up to 20%**

1. Scope of work : Short term contract for supply of disposable sterile items and Misc. Items to CSSD

Sample should be given within ten days of the closing of online submission of bids failing which the bids will be rejected.

DETAILED SPECIFICATIONS

DISPOSABLE STERILE ITEMS

1. ICU / Medical Gown

1. Gown Type: **ICU gown**
2. Colour: **Medical Blue**
3. Disposable: **Yes**
4. Breathable: **Yes**
5. Antistatic Properties: **Yes**
6. Impervious to fluids: **Yes**
7. Reinforced: **No**
8. Sterilized: **Yes**
9. Method of Sterilization: **ETO**

A. DIMENSIONS

1. Gown Width: **73 Centimeter**
2. Gown Length: **125 Centimeter**
3. No of belts to tie (pair): **2**
4. Length of each tying belt stitched(cm): **100 Centimeter**
5. Width of tying belt (cm): **3 Centimeter**
6. Gown Type: **Surgeon gown**
7. Colour: **Medical Blue**
8. Disposable: **Yes**
9. Breathable: **Yes**
10. Antistatic Properties: **Yes**
11. Impervious to fluids: **Yes**
12. Reinforced: **No**
13. Sterilized: **Yes**
14. Method of Sterilization: **ETO**
15. Material used for gown: Non-woven, Spun bond
16. Composition of Non-woven Reinforced Material: **Spun bond + Poly coated**
17. Reinforced critical zones (front and sleeve up to elbows) to provide 100 % protection against any amount of fluid: **NA**
18. GSM of Non-woven Fabric (g/m²): **35**
19. Alcohol Repellent Material: **Yes**

B. CONSTRUCTION

1. Closing at neck: **NA**
2. Pair of Disposable absorbent hand wipes: **No**
3. Sleeve Type: **Full sleeve**
4. Cuff end: **With knitted cuff of at least 10 cm width**
5. Wrap Around type: **Yes**

C. PACKING

1. Type of Packing: **Sterile Pack, Pouch must be peel off made of Medical Grade paper**

D. CERTIFICATION

1. AAMI Protection level: **Level III**
2. Certification: **ISO Certified**
3. Submission of test report clearly specifying the nomenclature of fabric, Method of sterilization and AAMI protection level in addition to other parameter to the buyer on form 39 or from NABL/ILAC accredited or Central Government Lab to prove conformity of products to the specification: **Yes**
4. Product conformity certificate to be furnished to buyer at the time of supply: **Yes**

2. Plastic Apron

A. Dimension

1. Width of Apron: **57- 65 Centimeter**
2. Length of Apron: **90=110 Centimeter**

B. Material

1. Material of Apron: **Poly coated non- woven**
2. GSM of Apron material (gm per sq. mtrs): **100**

C. Construction

1. Neck and Arm hole cut: **Yes**
2. Edges stitched with piping of suitable Material: **Yes**
3. Loop of suitable material at neck for supporting Apron: **Yes**
4. Four Straps (Two pairs) of suitable material to secure the Apron: **Yes**

D. Color

1. Colour: **any**

E. Certificate

1. Certification: **ISO, CE Certified**

F. Test Report

1. Submission of Test Report to the buyer on Form 39 or NABL/ ILAC accredited or Central Government Lab to prove conformity of products to the specification on demand: **Yes**

G. General

1. Disposable: **Yes**
2. Sterile: **Yes**
3. Packing: **Individually Packed Separately**

3. Bootleg Leggings

1. Colour: **any**
2. Skid resistance: **Yes**
3. Dust proof: **Yes**
4. Well stitched in universal regular size: **Yes**
5. Should Cover the ankles: **Yes**
6. Hard elasticized for better grip and easy wear: **Yes**
7. Disposable: **Yes**
8. Sterile: **Not**
9. Packing: **Pair Individually Packed**

A. Size

1. Shoe size (UK) for which item is suitable: **9 or 10**
2. Clear indication of size on disposable shoe cover: **YES**

B. Material

1. Material (Non-Toxic, Medical Grade): **Non-woven thick fabric**
2. Composition of Non-Woven material: **Spunbond + nonwoven**
3. GSM of non woven material (g/ sq./mtrs.): **40**

C. Certificate

1. Certification: **ISO**

D. Test Report

1. Submission of Test Report to the buyer from NABL/ ILAC accredited or Central Government Lab to prove conformity of products to the specification on demand to the buyer: **Yes**

4. Cap

1. Size: **18-21inch**
2. Type of Material: **Non-Woven Breathable**
3. Design: **Bouffant type**
4. Composition (Material) of nonwoven material: **Spun- bond Non-Woven**
5. GSM of Cap Material (gm/ sq. mtrs.): **20**
6. Well fitted with double elastic or string: **Yes**
7. Properly ultrasonically sealed for uniformity: **Yes**
8. Colour: **Any**
9. Bacterial filtration: **Yes**
10. Air permeable: **Yes**
11. Certification: **ISO CERTIFIED**
12. Submission of Test Report to the buyer from NABL/ ILAC accredited or Central Government Lab to prove conformity of products to the specification on demand to the buyer: **Yes**

5. Sterile Examination Gloves (Medium & Large)

1. Size: **Medium size: 7" – 8" & large size: 8.5" – 9.5"**
2. Type of Material: **Synthetic Latex/ Compound Natural**
3. Powder free: **Yes**
4. Packing for Gloves: **Individual Packing for Sterilized Gloves**
5. Sterility: **sterile**
6. **Multi Units in one Packet (Number) 50**
7. Certification: **ISO CERTIFIED IS:15354**
8. ISI marked: **Yes**
9. Submission of Test Report to the buyer from NABL/ ILAC accredited or Central Government Lab to prove conformity of products to the specification on demand to the buyer: **Yes**

6. Unsterile Examination Gloves

1. Size: **Medium Size: 7" – 8" & Large Size: 8.5" – 9.5"**
2. Type of Material: **Synthetic Latex/ Compound Natural**
3. Powder free: **No**
4. Sterility: **Unsterile**
5. Multi Units in one Packet (Number): **50 or 100**
6. Certification: **ISO CERTIFIED IS:15354**
7. ISI marked: **Yes**

7. 3 ply Surgical Mask

1. ISO certified: **Yes**
2. Fabric material: **Non-Woven fabric with middle polyfibre layer**
3. GSM of the Fabric (G/m²): **60-70**
4. Pleated Construction of Mask: **To provide adjustable and leakproof fitting**
5. No. of layers of plies of fabric: **3 layers**
6. Bacterial filtration efficiency (BFE %): **>=99**
7. Splash resistant: **Yes**
8. Breathing resistance (mm of H₂O/cm²): **<=5(splash Resistant)**
9. Securing loops: **Tie**
10. Adjustable flexible nose clip: **With**
11. Colour: **Any**
12. **DIMENSION**
13. Length: **17 – 18 cm**

14. Width: **9 – 10 cm**

15. **CERTIFICATION**

16. Submission of Test Report to the buyer on demand from NABL/ ILAC accredited or Central Government Lab to prove conformity of products to the specification: **Yes**

17. Certification: **ISI**

Section III

GENERAL INSTRUCTIONS TO TENDERERS

1. Period of contract:

The contract shall initially be for a period of 6 months that may be extended to 9 months. The rates approved shall remain unchanged during the period of contract.

2. Earnest Money Deposit

- i.** Rs. 20,000/- (Rupees Twenty thousand only) to be deposited, through SBI collect only through the link available on JIPMER website. No other form of payment such as demand draft or cheque is acceptable.
- ii.** The registered vendors of JIPMER are exempted for EMD as per JIPMER purchase guidelines. Copy of certificate of registration must be uploaded in the etender portal to claim exemption.
- iii.** Micro and Small Enterprises and Small Scale Industries are exempted for EMD as per JIPMER purchase guidelines. Copy of certificate in support of this must be uploaded in the etender portal to claim exemption.
- iv.** The EMD of unsuccessful bidders shall be refunded within one month after the award of work to the successful bidder or completion of present tender process.

3. Eligibility conditions of bidders:

- i.** The Tenderer must be a manufacturer. In case the manufacturer does not quote directly, they may authorize an agent as per proforma of Manufacturer authorization form as given in the Tender enquiry document to quote and enter into a contractual obligation.
- ii.** The tenderer quoting as authorised distributor should be a company/firm engaged in supply of Disposable Sterile and Unsterile Items for the Central Sterile Supplies Department in India for at least three years till publishing of this tender.
- iii.** The bidder should have successfully completed the delivery of the item of at least 25% of the quantity required in this tender to a government hospital in the last 3 years.
- iv.** The bidder must have an average annual turnover of at least Rs.1,00,00,000/- (Rupees one crore only) each during the last three financial years i.e. 2015-16, 2016-17, 2017-18.
- v.** Bidder should have ISO Certification.

4. Purchase Preference

- i.** The Procurement of goods and services under this e-tender will be regulated as per the applicable provision of Public Procurement (Preference to Make in India), order 2017 of MoC and I (DIPP), Govt. Of India, therefore bidders who are claiming to be

regulated under the said order are to submit a certificate in format given in Appendix-A along with documentary evidence in support of their claim wherever necessary.

- ii. The Purchaser reserves the right to give the purchase preference to small-scale sectors, Micro and small scale enterprises etc. as per the instruction in vogue while evaluating, comparing and ranking the responsive Tenders as given in the MSMED Act 2006 reproduced below:
 - a. In exercise of powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small Enterprises effective from 1st April 2012. The policy mandates that 25% of procurement of annual requirement of goods and services by all Central Ministries/Public Sector Undertakings will be from the micro and small enterprises. The Government has also earmarked a sub-target of 4% procurement of goods & services from MSEs owned by SC/ST entrepreneurs out of above said 25% quantity.
 - b. In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L1+15% would also be allowed to supply a portion of the requirement by bringing down their price to the L1 price, in a situation where L1 price is from someone other than an MSE. Such MSEs would be allowed to supply up to 25% of the total tendered value. In case there are more than one such eligible MSE, the 25% supply will be shared equally. Out of 25% of the quantity earmarked for supply from MSEs, 5% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the Tender process or meet the tender requirements and the L1 price, the 5% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.
 - c. The MSEs fulfilling the prescribed eligibility criteria and participating in the Tender shall enclose with their tender a copy of their valid registration certificate with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or any other body specified by Ministry of Micro and Small enterprises in support of their being an MSE, failing which their tender will be liable to be ignored.
 - d. Special provision for Micro and Small Enterprise owned by women: – Out of the total annual procurement from Micro and Small Enterprises, 3 per cent from within the 25 per cent target shall be earmarked for procurement from Micro and Small Enterprises owned by women.
 - e. Note: “If the bidder is a MSME, it shall declare in the bid document the Udyog Aadhar Memorandum Number issued to it under the MSMED Act, 2006. If a MSME bidder do not furnish the UAM Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012.

5. **Demonstration of sample**

The tenderer must give a sample within ten days of the closing of online submission of bids failing which the bids will be rejected.

6. **Instructions for the filling the tender form**

- i. E-Tender form shall be completed in all respect, signed in full and stamped at appropriate places and initialed and stamped on all remaining pages. Incomplete or e-tenders without EMD (unless eligible for exemption and proof of the same is submitted) shall be treated as invalid.
- ii. Bidders have to ensure that all the documents are properly filled.
- iii. Conditional tenders are liable to be rejected.
- iv. Bids received and found valid will be evaluated by JIPMER to ascertain the complete work/services under the specification and documents. The bidder should take care to submit all the information sought by JIPMER in prescribed formats.
- v. Incomplete bids, bids in paper format, conditional bids, telephonic bids or tenders submitted after the due date and time will not be considered and summarily rejected. No grounds whatsoever for late submission shall be entertained such as, but not restricted to, postal, train or flight delays, strikes or agitations of any nature etc. Vendors are, therefore, advised to submit their bids well on time.
- vi. **The bidder should quote for all the items mentioned in the list, partially quoted quotations will not be accepted.**

7. **Submission of tenders**

The bidders must ensure that they submit the **on-line bids** within the scheduled closing date & time.

8. **Late Tender:**

There is NO PROVISION of uploading late tender beyond stipulated date & time in the e-tendering system.

9. **Alteration and Withdrawal of Tender**

- i. The bidder, after submitting its bid, is permitted to alter/modify its bid, within the deadline for submission of bids. Alterations/modifications to bids received after the prescribed deadline will not be possible on the etender portal.
- ii. No bid should be withdrawn after the deadline for submission of bid and before expiry of the bid validity period. If a bidder withdraws the bid during this period, it will result in forfeiture of the EMD furnished by the bidder in its bid.

10. Preparation of e-tenders

This is a Two-Bid Tender system, consisting of the **Techno-Commercial Bid and Price Bid** that are to be uploaded in the prescribed formats in the e-tendering portal. The tender(s) shall only be submitted online as mentioned below:

A. **Techno-commercial Bid shall comprise**

- i. Scanned copy in pdf format of EMD receipt or, if EMD exemption is claimed, copy of valid registration details proving that the bidder is a Micro or Small enterprise or is registered as a Small Scale Industry with NSIC, as the case may be or copy of registration with JIPMER as a registered vendor should be uploaded in the “Fee” Cover.
- ii. In the cover named “Prequal” the scanned copy in pdf format of the following documents are to be uploaded:
 - a) Tender Document including “Bidder Application Form (Section V)” duly filled, signed and stamped.
 - b) Authorization letter for signing tender documents if other than the Owner, Partner, Managing Director.
 - c) Tender Signing Authority issued by Competent Authority in favour of the person who is digitally signing/ uploading the tender(s).

AND

Manufacturer’s Authorization in company letterhead in format in given Section VIII

- d) Copies of Supply orders/Completion certificate in support of Eligibility condition 1 and 2.
- e) Copies of abridged Annual report of last 03 years (Income tax return acknowledgement, Assets and Liabilities, Balance sheet and Profit & Loss Account) .
- iii. In the cover named “Technical” the scanned copy in pdf format of the following documents are to be uploaded:
 - a) Copy of ISO Certification of bidder, ISI/CE Certification of each product wherever asked.
 - b) Copy of GST registration certificate.
 - c) Copy of PAN Card
 - d) Declaration in format prescribed in Section V.
 - e) Check list in the prescribed format duly filled and signed.
 - f) Any other document that the bidder wishes to submit such as Self-

certification for claiming purchase preference under the “Public Procurement preference to Make in India” order.

B. Price Bid:

Prices are to be quoted in the prescribed Price Bid format provided in the e-tender portal using the BOQ template only. The price should be quoted for the **accounting unit** indicated in the e-tender document.

Note:

- i) The bidder has to be diligent while filling up the Techno-Commercial Bid and Price Bid provided in prescribed formats and must not tamper with the contents of the sheets.
- ii) Bidders must ensure that the documents uploaded in pdf format are legible.
- iii) It is the responsibility of bidder to go through the Tender document to ensure furnishing all required documents in addition to above, if any.
- iv) A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- v) A bid, which does not fulfill any of the above requirements and/ or give evasive information/reply against any such requirement, shall be liable to be ignored.
- vi) Tender sent by fax/telex/cable shall be ignored.

11. Digital Signing of Tender

The tenderers shall submit their tenders as per the instructions contained as above. Tenders shall be uploaded with all relevant tender documents in the prescribed format. The relevant tender documents should be uploaded by an authorized person having Class 3 digital signature certificate.

12. Tender currencies.

The tender shall be quoted only in INR.

13. Additional information and instruction on GST:

If the Tenderer desires to ask for GST or any other taxes to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later. The rate of GST quoted in the tender shall be taken for price comparison. However, the rate of GST quoted in the tender or the actual rate of GST applicable, whichever is lower shall be payable by the purchaser. The supplier can charge a higher GST than quoted in the tender only if the rate of GST was revised by the government after the tender closing date.

14. **Earnest Money Deposit (EMD)**

- i. Pursuant to Tender G.I.T clause 2 the tenderer shall furnish along with its tender, earnest money deposit. The earnest money is required to protect the purchaser against the risk of the tenderer's unwarranted conduct as amplified under sub-clause ('vi') below.
- ii. The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period as Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or with National Small Industries Corporation, shall be eligible for exemption from EMD. In case the tenderer falls in this category, it should furnish copy of its valid registration details (with MSME or NSIC, as the case may be).
- iii. The registered vendors of JIPMER are exempted for EMD as per JIPMER purchase guidelines. In case the tenderer falls in this category, it should furnish copy of its valid registration details.
- iv. The earnest money shall be denominated in Indian Rupees only and paid through SBI collect only.
- v. Unsuccessful tenderers' earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.
- vi. Earnest Money is required to protect the purchaser against the risk of the Tenderer's conduct, which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful tenderer's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

15. **Tender opening**

- i. The Tender Inviting Authority will open the e-tenders at the specified date and time and at the specified place as indicated in the NIT. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the Tender Inviting Authority, the tenders will be opened at the appointed time and place on the next working day.
- ii. Authorized representatives of the tenderers, who have submitted tenders on time, may attend the tender opening provided they bring with them letters of authority from the corresponding tenderers. The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names & signatures and corresponding tenderers' names and addresses.

- iii. This being a Two-Bid Tender system, the **Techno-Commercial Tenders** are to be opened in the first instance, at the prescribed time and date as indicated in NIT. These Tenders shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the tender document. During the Techno-Commercial Tender opening, the tender opening official(s) will read the salient features of the tenders like brief description of the goods offered, delivery period, Earnest Money Deposit and any other special features of the tenders, as deemed fit by the tender opening official(s). Thereafter, in the second stage, the Price Tenders of only the Techno - Commercially acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Techno-Commercial tender.

16. **Scrutiny and evaluation of tenders**

A. Basic Principle

Tenders will be evaluated on the basis of the terms & conditions already incorporated in the tender enquiry document, based on which tenders have been received and the terms, conditions etc. mentioned by the tenderers in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.

B. Scrutiny of Tenders

- i. The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished and, whether the documents uploaded are in legible form.
- ii. The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- iii. The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the tender document. The tenders, which do not meet the basic requirements, are liable to be treated as non-responsive and will be summarily ignored.
- iv. The following are some of the important aspects, for which a tender shall be declared non- responsive during the evaluation and will be ignored;
 - i. Tender validity is shorter than the required period.
 - ii. Required EMD or its exemption documents have not been provided.
 - iii. Tenderer has not agreed to give the required performance security of required amount in an acceptable form.
 - iv. Poor/ unsatisfactory past performance.
 - v. Tenderers who stand de-registered/banned/blacklisted by any Central Govt. Ministries/Departments/Hospitals/Institutes.
 - vi. Tenderer is not eligible as per tender conditions.
 - vii. Tenderer has not quoted for the entire quantity as specified in the List of Requirements/ BOQ for the quoted.
 - viii. Tenderer has not agreed to other essential condition(s) specially incorporated in

the tender enquiry, like delivery terms, delivery schedule, terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.

17. **Minor Informality/Irregularity/Non-Conformity**

If during the preliminary examination, the purchaser find any minor informality and/or irregularity and/or non-conformity in a tender, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenders. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the tenderer by registered/speed post etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

18. **Award of work**

- i. The selection of the agency will be at the sole discretion of the JIPMER who reserves its right to accept or reject any or all the proposals without assigning any reason thereof.
- ii. The lowest bid will be evaluated on the basis of annual estimated amount as quoted by bidders in the quotation including taxes.
- iii. Upon evaluation of offers the decision on the award of contract will be intimated to the successful bidder.
- iv. The annual estimate is given only as an indication. The actual quantity procured may increase or decrease. No assurance is given that the quantity stated will actually be procured.

Section IV

GENERAL CONDITIONS OF CONTRACT

1. **Price of goods**

The rate quoted in the e-tender will be fixed for the whole contract period.

2. **Technical Specifications and Standards**

The Goods & Services to be provided by the supplier under this contract shall conform to the technical specifications mentioned in 'Technical Specification' under Section II.

3. **Terms of Delivery**

- i. Goods shall be delivered by the supplier within 30 days of issue of supply order. Please note that the time shall be the essence of the contract.
- ii. Any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
 - a) Imposition of liquidated damages,
 - b) Forfeiture of its performance security and
 - c) Termination of the contract for default.

4. **Liquidated Damages**

If the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract the Purchaser/Consignee shall, without prejudice to other rights and remedies available to the Purchaser/Consignee under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods, installation, commissioning and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser/Consignee may consider termination of the contract as per GCC 11. Since the Liquidated damages are in virtue of non-performance of services, it will attract GST or any other applicable taxes which in turn shall be deducted from the bidder.

5. **Performance Security**

The successful bidder shall have to deposit an amount 5% of the value of contract as Performance Security Deposit (PSD) within two weeks after award of contract, through SBI Collect available on JIPMER website. In the event of any failure /default of the supplier with or without any quantifiable loss to the purchaser the amount of the performance security is liable to be forfeited.

Subject to the condition mentioned above the Performance Security will be released without any interest to the supplier on completion of the supplier's all contractual obligations

including the warranty obligations and extension of time (with or without Liquidated Damages).

6. **Payment Procedure**

The contractor shall submit bill in triplicate upon satisfactory supply of goods. Bill must be raised based on the rate quoted in e-tender. Every effort shall be made to ensure that the payment will be made within 45 days of submission of bill. No advance payment will be considered. TDS will be deducted as per provision of Income Tax Act, GST Acts and other statutes as relevant.

7. **Risk Clause**

The contractor shall at all times have standby arrangements for carrying out the work under the contract, in case of any failure of the existing arrangements. JIPMER reserves the right for termination of the contract at any time by giving 30 days written notice, if the items delivered are found to be unsatisfactory and also has the right to award the contract to the next higher bidder willing to supply the item at the cost, risk and responsibilities of contractor and excess expenditure incurred on account of this will be recovered by JIPMER from the contractor's Performance Security Deposit or pending bills or by raising a separate claim.

8. **Termination clause:**

During the period of agreement if it is found that the agency is not providing proper services, the JIPMER reserves rights to make the vendor forfeit the security deposit deposited with JIPMER or part thereof in favour of JIPMER and agreement will be terminated after giving 30 days' notice. Furthermore, in such situations, tender can be allotted to second lowest bidder and the difference in cost shall be recovered from the earlier vendor who is breach of the contract. In addition in case it is found that the supplier is charging by fraudulent means or indulging in criminal activities the contract will be terminated immediately.

9. **Jurisdiction of the courts**

Jurisdiction of the courts for settlement of disputes:- Jurisdiction for the settlements of disputes if any is Puducherry only.

In above mentioned conditions Director JIPMER reserves all the rights.

**Asst. Officer-in-Charge
Purchase Section
For
Director, JIPMER, Puducherry – 6**

Section V

BID APPLICATION FORM

This tender form duly filled and signed by authorized representative of the bidder and the scanned copy must be uploaded online

| | | |
|--|---|----------|
| 1. | Name & Designation of the contact person | |
| 2. | Name and Address of the Tenderer | |
| 3. | Phone No a) Land line number (functional between 9 am and 5pm) | |
| 4. | Mobile No of contact person (available from 9am to 6pm) | |
| 5. | Email ID of the Tenderer | |
| 6. | Email ID of the contact person | |
| 7. | Local supplier/Distributor in Chennai/ Puducherry or any other place (complete address must be written) | |
| 8. | Manufacture Name | |
| 9. | Manufacture Address | |
| 10 | Whether Tenderer is registered MSE Manufacture the product quoted. (If registered MSE, submit copy of the Udyog Aadhaar certificate or Equivalent Certificate) | Yes / No |
| <p>If there is any change in the above details, I will immediately intimate you by speed post or fax or email</p> <p>I hereby declare that the details given above are true to the best of my knowledge and I have thoroughly read and understood the terms and conditions of the tender and shall abide by the rules,</p> <p>Dated: _____</p> <p style="text-align: right;">Signature (Name and Designation & Seal)</p> | | |

NB: This form must be duly filled in by an authorized person

Section VI

DECLARATION BY BIDDER

On non-Judiciary stamp paper of Rs.20/-

NAME OF WORK: E-TENDER FOR THE E-TENDER FOR THE SUPPLY OF DISPOSABLE STERILE AND UNSTERILE ITEMS FOR THE CENTRAL STERILE SUPPLIES DEPARTMENT (SHORT TERM PROCUREMENT FOR 6 MONTHS)

Dear Sir,

1. I / We _____ hereby submit the e-tender application for the above mentioned works.
2. I / We hereby declare that I / we have perused and understood the tender document and accept all the terms and conditions, stipulated by JIPMER in connection with the tender for supply of adult/infant breathing circuits with humidification set for Biomedical Engineering Division, JIPMER, Puducherry for a period of one year.
3. I / we confirm that all cuttings and over-writings have been deleted and re-written afresh and initialed wherever required.
4. Each and every page of the tender document has been signed and seal/stamp of the firm/Agency/Company affixed and the same has been scanned and uploaded. .
5. Firm/Agency/Company has not been blacklisted / debarred by any government / public sector organization in last 7 years.

Signature of the owner/Managing
Partner/Director

Name:

Seal :

Date :

Place:

N.B.: The above declaration, duly signed by the authorized signatory of the company, should be enclosed with the bid.

Section VII

CHECK LIST FOR SUBMISSION OF TENDER

(To be filled by the tenderer and submitted along with the bid)

| Sl. No. | Particular | Yes / No |
|----------------|---|-----------------|
| 1 | Tender (Bid Application) form duly signed and stamped along with signed full tender document | |
| 2 | Tender Fee & E.M.D. SBI Collect receipt OR Copy of valid registration details proving that the bidder is a Micro or Small enterprise or is registered as a Small Scale Industry with NSIC, as the case may be, if EMD exemption is claimed. OR Copy of registration with JIPMER as a registered vendor. | |
| 3 | Copies of Supply orders/Completion certificate in support of Eligibility condition 2(ii). | |
| 4 | Copy of PAN Card | |
| 5 | Copy of ISO Certification of bidder, ISI/CE Certification of each product wherever asked | |
| 6 | Copies of last three years Income Tax Return statement with Balance sheets & Profit & Lose A/c i.e. 2016-17, 2017-18, 2018-19. | |
| 7 | Copy of GST Registration Certificate | |
| 8 | Authorization letter for signing tender documents if other than the Owner, Partner, Managing Director. | |
| 9 | Declaration as per Section VI | |
| 10 | Tender signing authority issued by competent authority in favor of the person who is digitally signing/uploading the tender | |
| 11 | Manufacturer's authorization form | |
| 12 | Any other document(s) enclosed (To be specified) | |

I/We certify that the information furnished above is true and correct. The terms and conditions are acceptable to us and have the authority to bid a tender.

Signature of the owner/Managing
Partner/Director

Name:

Seal :

Date :

Place:

Section VIII
MANUFACTURER'S AUTHORISATION FORM (Letter Head)

The Director
JIPMER, Puducherry

Dear Sir,

Ref: Your TE document No: _____ dated: _____

We, _____ who are proven and reputable manufacturers of _____ (name and description of the goods offered in the Tender) having factories at _____, hereby authorize Messrs. _____ (name and address of the agent) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also state that we are not participating directly in this tender for the following reason(s):

(Please provide reason here).

We further confirm that no supplier or firm or individual other than Messrs. _____ (name and address of the above agent) is authorised to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us. We also hereby extend our full warranty, CMC/AMC as applicable as per the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this TE document. We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorised agent.

We also confirm that the price quoted by our agent shall not exceed the price which we would have quoted directly”

Yours faithfully,
[Signature with date, name, designation and Email]
for and on behalf of Messrs _____
[Name & address of the manufacturers]

Note:

- (1) This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.
- (2) Original letter may be sent.
- (3) The purchaser reserves the right to verify this document with its signatory.

SECTION-IX

Self-certification format for claiming purchase preference under the “Public Procurement preference to Make in India” order

As per the order issued by

(i) Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-BE-II dated 15.06.2017 and revised on 28.05.2018; and

(ii) Department of Pharmaceuticals vide No. F- 31026/36/2016-MD dated 18.05.2018 and the subsequent orders thereof; The purchaser reserves the right to give preference to the local supplier.

A local supplier (definition of ‘local supplier’ is given in clause 2 of the aforesaid order of DIPP) has to submit the following along with their e-tender(s) failing which their bid will be evaluated without considering such preference mentioned in the DIPP order dated 15.06.2017:

a. The local supplier at the time of e-tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made in the format in Annexure A.

“Certified that the following items quoted has more than 50% of value addition in India at the location(s) mentioned against each and is eligible for purchase preference as per the Govt. of India “Public Procurement preference to Make in India” order Dt.15.06.2017.

| Sl. No | Name of the item | Details of the location(s) at which the local value addition was made. |
|--------|------------------|--|
| | | |
| | | |
| | | |

Authorized Signature:
Name:
Designation:

b. In cases of procurement for a value in excess of Rs. 10 Crore. the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

The DIPP has notified a Public Procurement (Preference to Make in India) Order, 2017 vide Order no P-45021/2/2017-B.E-II dated 15th June 2017 and revised it on 28.05.2018. The procurement policy for Micro and Small Enterprises 2012 has been notified under MSMED Act, 2006 and its Amendment dated 09.11.2018. The orders mandate that purchase preference shall be given to local suppliers and MSEs in all procurement undertaken by procuring entities. General principles as per above orders and criteria fixed by MoHFW shall be followed for various scenarios for award of contract. Accordingly, the criteria of award of contract will be as under:

a) In procurement of goods where there is sufficient local capacity and local competition and where the estimated value of procurement is Rs.50 lakh or less, only local suppliers shall be eligible.

b) If the estimated value of procurement of goods is more than Rs.50 lakh and which are divisible in nature, the following procedure would apply:

I. In case L1 firm is a local supplier:

- i) The L1 bidder will be awarded full quantity or 80% quantity in case MSEs quotes are within margin of price preference and also accepts L-1 prices.
- ii) MSME bidders falling under the margin of purchase preference would be awarded up to 25% of the E-tendered quantity subject to matching the L-1 rate.

II. In case L1 firm is not a local supplier:

i) 50% of the E-tender quantity shall be awarded to L1 bidder. Thereafter, the lowest bidder among the local suppliers, will be awarded remaining 50% quantity to the local supplier's quoted prices falling within margin of price preference and match the L1 price. In case such lowest eligible local supplier fail to match the L-1 price or accept less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L-1 price for remaining quantity and so on, and contract shall be awarded accordingly.

ii) The MSME bidders falling under Purchase Preference would be awarded 25% of the e-tendered quantity subject to matching the L-1 price.

(c) If the estimated value of procurement of goods is more than Rs.50 lakh and which are not divisible, the following procedure would apply:

i). among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from a local supplier, the contract will be awarded to L-1.

ii). If L-1 is not from local supplier, the lowest bidder among the local suppliers, will be invited to match the L-1 price subject to local supplier's quoted prices falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L-1 price.

iii). In case such lowest eligible local supplier fails to match the L-1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L-1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L-1 price then the contract may be awarded to L-1 bidder.

35.5 Minimum Local Content: A supplier shall be considered as local supplier provided the minimum local content of the offered item is 50%.

35.6 Margin of Purchase Preference: The margin of purchase preference shall be 20%.

35.6 Manufacture under license/technology collaboration agreements with phased indigenization are exempted from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement/transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content

35.7 Verification of local content

a. The local supplier at the time of e-tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.

b. In cases of procurement for a value in excess of Rs. 10 Crore, the local supplier shall require to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating the procuring entity.

- d. A constituted committee with internal and external experts will examine for independent verification of self-declarations and auditor's/accountant's certificates on random basis and in the case of complaints.
- e. A fees of Rs.10000/- in the form of demand draft favouring The Director, JIPMER, payable at Puducherry, is required to be deposited with complaints for verification of local content.
- f. False declarations will be breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.
- g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

Officer in Charge
Purchase Section
JIPMER Puducherry

For Director, JIPMER