



Short Tender  
for  
Supply of N-95 Masks  
for  
COVID -19 Pandemic

TENDER NO:- 1.3-2/APMSIDC/2020-21 Dated: 03-05-2020

**ANDHRA PRADESH MEDICAL SERVICES & INFRASTRUCTURE DEVELOPMENT  
CORPORATION (APMSIDC)**

(AN ENTERPRISE OF GOVT. OF A.P.),

Plot No.9, Survey No.49, IT Park, Mangalagiri,

Guntur District – 522 503.

ANDHRA PRADESH

URL: <http://msidc.ap.nic.in>

## ONLINE TENDER FOR THE SUPPLY OF N-95 MASKS TO APMSIDC

S.No	Information	Details
1	Bid Reference	1.3-2/APMSIDC/2020-21 Dated:03-05-2020
2	Date and time for downloading bid document	From 09-05-2020, 05.00 pm
3	Last date for submission of queries	13-05-2020 at 11.00 pm
4	Pre- bid meeting	No pre-bid Meeting. Only online queries submitted till 13-05-2020 before 11 am will be considered for pre-bid queries through emails.
5	Last date and time for uploading Documents	15-05-2020 at 5.00 pm
6	Date and time of opening of Online technical bids	15-05-2020 at 5.01 pm
7	Last date and time of submission of offline documents and samples	18-05-2020 at 5.00 pm
8	Tender Processing Fee	The bidder shall remit processing fee Rs. 5625/- either through online or in the form of Demand Draft in the name of The Managing Director, APMSIDC, Mangalagiri, Guntur (District).
9	Earnest Money Deposit (EMD)	The Earnest Money Deposit (EMD) either through online or in the form of Demand Draft for Rs.50,000 - in favour of Managing Director, APMSIDC, Mangalagiri, Guntur district.
10	E-mail	<a href="mailto:tenders.apmsidc@gmail.com">tenders.apmsidc@gmail.com</a> , <a href="mailto:apmsidc.gm@gmail.com">apmsidc.gm@gmail.com</a>
11	Contact number	General Manager (Drugs): 8978680705

The tender document can be downloaded free of cost from the e-Procurement Portal <https://tender.apecurement.gov.in/> and from the website of APMSIDC [www.msidc.ap.nic.in](http://www.msidc.ap.nic.in).

## Table of Contents

1.	LAST DATE AND TIME FOR SUBMISSION OF ONLINE TENDERS .....	4
2.	ELIGIBILITY CRITERIA .....	4
3.	GENERAL CONDITIONS.....	5
4.	TECHNICAL BID - COVER "A" .....	6
5.	PRICE BID - COVER "B" .....	7
6.	OPENING OF COVER "A" AND COVER "B" OF TENDER .....	7
7.	EARNEST MONEY DEPOSIT.....	7
8.	OTHER CONDITIONS .....	8
9.	ACCEPTANCE OF TENDER .....	10
10.	PERFORMANCE SECURITY DEPOSIT.....	10
11.	METHODOLOGY FOR PLACING ORDERS.....	11
12.	SUPPLY CONDITIONS.....	12
13.	LOGOGRAMS.....	13
14.	PACKING .....	13
15.	QUALITY TESTING .....	13
16.	PAYMENT PROVISIONS.....	13
17.	TESTING CHARGES:.....	14
18.	LIQUIDATED DAMAGES AND OTHER PENALTIES: .....	15
19.	PENALTIES ON ACCOUNT OF QUALITY FAILURE: .....	15
20.	BLACKLISTING CRITERIA .....	16
21.	SAVING CLAUSE .....	17
22.	RESOLUTION OF DISPUTES .....	17
23.	FRAUDULENT AND CORRUPT PRACTICES:.....	17
24.	JURISDICTION .....	19
	ANNEXURE -I: Design for Logograms .....	20
	ANNEXURE -II: Declaration .....	21
	ANNEXURE-III: EMD .....	22
	ANNEXURE- IV: CA Certificate.....	23
	ANNEXURE- V: CHECK-LIST .....	24
	ANNEXURE VI: Declaration Form .....	25
	ANNEXURE –VII: Details of the tenderer.....	26
	Annexure VIII – N-95Specifications.....	28

## **ONLINE TENDER FOR THE SUPPLY OF N-95 Masks TO APMSIDC**

APMSIDC is responsible for procurement and supply of all essential Medicines & Surgical Consumables to the Government Health facilities of A.P., to ensure availability of medicines/surgical on free of cost. The main functions of the Corporation are:

- i. Construction & Maintenance of Hospital Buildings
- ii. Procurement and distribution of Drugs, Surgical & Consumable and Equipment

**Purchaser/Tender Inviting Authority** - Managing Director, APMSIDC, Mangalagiri-522503, Guntur District, Andhra Pradesh (hereinafter referred as Tender Inviting Authority unless the context otherwise requires).

**Tender Inviting Authority** invites **Tender for the supply of N-95 to APMSIDC.**

### **1. LAST DATE AND TIME FOR SUBMISSION OF ONLINE TENDERS**

- a) Online Bids [in two separate Cover {Technical bid ("Cover A") and price bid (Cover "B")}]] to be submitted by 05.00 PM, 12-05-2020 on aprocurement portal i.e. <https://tender.apecurement.gov.in/>
- b) The price bid shall be valid for a period of **180** days from the date of opening of Technical Bid. Prior to the expiry of the bid validity, the Tender Inviting Authority may request the Tenderers to extend the bid validity for further period as deemed fit on their original quoted prices and as per the tender terms & conditions.

### **2. ELIGIBILITY CRITERIA**

- i. Valid manufacturing license/Licenses from statutory body of concerned Central/State Government or any authorized agency.
- ii. Valid import license if the product is imported with authorization certificate from manufacturer. In case of imported products, scanned copy of valid manufacturing license of product to be uploaded.
- iii. Valid authorized distributor certificate for distribution of quoted item from original manufacturer (In case of authorized distributors wherever applicable).
- iv. A certificate from Chartered Accountant (CA) mentioning that average annual turnover of tenderer in the last three years i.e. 2016-17, 2017-18 and 2018-19 shall not be less than Rs.50 lakh (In case of Small-scale industries registered firms, turnover should be as per the norms of GOI).
- v. Tenderer should not be blacklisted/debarred/ banned by any State Government / Central Government / or any Government procurement agency at the time of submission of online bid.

### **3. GENERAL CONDITIONS**

- i. The tender document shall be downloaded from the websites [msidc.ap.nic.in](http://msidc.ap.nic.in) and portal i.e., [apeprocurement.gov.in](http://apeprocurement.gov.in). The bidder shall remit processing fee Rs. 5625 through online or in the form of Demand Draft in the name of The Managing Director, APMSIDC, Mangalagiri.
- ii. EMD (Earnest Money Deposit): EMD of Rs. 50,000/- (Rupees Fifty Thousand) only as specified in Clause 7 of the Tender document through online or in the form of Demand Draft Scheduled Bank favoring "MD, APMSIDC", payable at Mangalagiri which is to be delivered in original to APMSIDC, Mangalagiri on or before the date stipulated against ' Bid opening Date '. Name & full address of the bidder may be written at the back of the Demand Draft/Pay Order. Signed and scanned soft copy of the EMD instrument must be uploaded (ANNEXURE III) to the e-Procurement portal. EMD in any other form like cheque/cash/postal order etc. will not be accepted. The Bid (in case not exempted for EMD as mentioned in tender document) without EMD shall be summarily rejected.
- iii. At any time prior to the last date of submission of online bid, Tender Inviting Authority may, for any reason, whether on own initiative or in response to a clarification requested by a prospective Tenderer, may modify the condition in Tender documents by an amendment uploading on website on [msidc.ap.nic.in](http://msidc.ap.nic.in); and AP Procurement portal i.e. [apeprocurement.gov.in](http://apeprocurement.gov.in) will be binding on them. In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may at discretion, extend the date and time for submission of online bid.
- iv. Any person who has downloaded the tender document should look for amendment, if any, on the website [msidc.ap.nic.in](http://msidc.ap.nic.in); and AP Procurement Portal i.e.[apeprocurement.gov.in](http://apeprocurement.gov.in) for which APMSIDC will not issue any separate communication to them.
- v. During tender or price agreement period, if L1 bidder is debarred/deregistered/blacklisted/banned by any Central Government or state Government or its procurement agencies due to quality failure, APMSIDC may purchase the N-95 Masks (Referred as item) from other bidders who shall match the price of L1 or may go for fresh tender as per discretion of APMSIDC.
- vi. All the bidders are instructed to submit a copy of documents that are submitted online on or before due date in sealed cover.

#### **3.1 Special Conditions**

- i) Bids shall be submitted **online** only at procurement portal website: <https://apeprocurement.gov.in>. In case of discrepancy between submitted online and hard copies, documents submitted online shall be considered for evaluation.

- ii) Bidder shall not modify the downloaded tender form including downloaded price Bid template in any manner. In case any tender form/Price bid template is found to be tampered with/modified in any manner, such bid will be summarily rejected, Bid Security would be forfeited and bidder is liable to be banned from doing business with APMSIDC.
- iii) Bidders are advised to check the *website of APMSIDC*: [msidc.ap.nic.in](http://msidc.ap.nic.in) and Procurement portal website <https://apeprocurement.gov.in> prior to closing date of submission of tender for any corrigendum, addendum, or amendment to the tender document.

#### **4. TECHNICAL BID - COVER "A"**

**4.1** The Tenderer should upload the following documents while submitting technical bid hereafter called "**Cover A**". **(Scanned copies of each page of all documents should be uploaded while submitting Technical bid).**

- a) The tenderers are required to upload scanned undertaking on stamp paper duly notarized by authorized signatory (**ANNEXURE - II**) confirming each clause mentioned in Section 2 of eligibility criteria. If such undertaking is found to be false, then the EMD shall be forfeited by APMSIDC.
- b) **Offline documents with original ANNEXURE II in sealed cover should be submitted to APMSIDC, Mangalagiri on or before the scheduled date.**
  - i) Earnest Money Deposit as indicated in Clause 3(ii) and Clause 7. of the tender document shall be either through online or in the form of **Demand Draft** favoring "MD, APMSIDC "payable at Mangalagiri. Tender cost and EMD in any other form like **cheque/cash/postal order** etc. **will not be accepted**. Scanned soft copy of the EMD instrument must be uploaded (**ANNEXURE III**) to the e-Procurement portal. and **original EMD instrument should be submitted to APMSIDC, Mangalagiri on or before the schedule date of technical bid.**
  - ii) The tenderers are required to upload a certificate from the C.A.(Chartered Accountant) as per **ANNEXURE IV**.
  - iii) Authorization letter nominating an officer of the Tenderer on the printed letter head of the company to transact the business with the APMSIDC to be uploaded.
- c) A Checklist (**ANNEXURE- V**) shall be uploaded with technical bid.
- d) All the documents uploaded should also be signed by the authorized official of the Tenderer.

## **5. PRICE BID - COVER "B"**

**5.1.** Cover "B" contains the Price Bid of the Tenderer.

- i) The Tenderer shall fill in the rate per unit size inclusive of GST in respective column of BOQ for the items quoted.
- ii) **Determination of L1 bidder:**

In determining the lowest evaluated price, the rate quoted per unit size inclusive of GST as indicated in price bid shall be taken into consideration and lowest landed price will be taken into consideration for determination of L1 Bidder.
- iii) The rates quoted should be in Indian Rupees. The Tenderer is not permitted to change/alter specification given in the ANNEXURE-VIII.
- iv) In case no information is given on GST, it shall be presumed that rate is inclusive of GST and no GST shall be charged by them under any circumstances.

## **6. OPENING OF COVER "A" AND COVER "B" OF TENDER**

- 6.1** Technical bid (cover A) evaluation will be done in the presence of technical committee.
- 6.2** After the completion of technical evaluation, preliminary objections will be published on APMSIDC portal [msidc.ap.nic.in](http://msidc.ap.nic.in) for replies from firms. After scrutiny of these remarks by the technical committee final evaluation will be done.
- 6.3** Only the technically qualified firms in the bid will be eligible for opening of price bid (Cover-B).

## **7. EARNEST MONEY DEPOSIT**

- i. The Earnest Money Deposit referred to under Clause 3(ii) & 4.1(a), shall be **Rs. 50,000**. **The Earnest Money Deposit shall be paid through online or in the form of Demand Draft in favour of APMSIDC, payable at Mangalagiri.** APMSIDC will not pay interest on any deposit held in the form of **Demand Draft**.
- ii. The tender submitted without sufficient EMD will be summarily rejected.
- iii. Earnest Money Deposit will be refunded to the successful bidders within 30 days from the date of acceptance of rate for price agreement and on the deposit of Performance security deposit.
- iv. Earnest Money Deposit (EMD) of the unsuccessful bidders will be returned after finalization of tender with eligible bidder.

- v. Earnest Money Deposit (EMD) will be forfeited, if the tenderer withdraws his bid any time after opening of price bid / non submission of Performance security within the period prescribed/non supply of N-95 Masks.
- vi. Earnest Money Deposit (EMD) will be forfeited, in case of the lowest bidder, fails to execute the contract or deposit the performance security deposit within the stipulated time. The EMD shall be forfeited if any of the documents found incorrect.

## **8. OTHER CONDITIONS**

**8.1 (i)** The details of the required **item and its specifications** are shown in **ANNEXURE -VIII. *The tender quantity mentioned herein is not a fixed procurement quantity and it is only a tentative requirement and may be increased or decreased*** by APMSIDC, at its discretion, depending on it's actual need. Though the tentative quantity is indicated in the price agreement, the APMSIDC, will confirm the actual requirement then and there through purchase order/orders. The tenderers shall supply the **Item** only on the basis of the purchase order issued from time to time within validity of contract period by the APMSIDC. Any supply without a valid purchase order will not be acceptable by APMSIDC and the APMSIDC shall not be responsible for any loss on this account.

**(ii)** In case the bidder is Importer, the importer is required to sign and upload on behalf of the exporter which would be supported by documentary evidence provided by the manufacturer.

**(iii)** However, once the purchase order/orders is/are issued by the APMSIDC, the tenderer shall not renege from the commitment of supplying the quantity mentioned in the acceptance of tender for price agreement.

**(iv)** The rates quoted shall not be varied with the ordered quantity during the full contract period.

**(iv)** APMSIDC may increase the quantity as per the requirement and the rates shall remain the same for a duration of 6 months from date of issuance of LoA.

**8.2** Rates (inclusive of Customs duty, packing & forwarding charges, transportation, insurance and any incidental charges, all taxes, GST) should be quoted on door delivery basis to all 13 Central Drug stores located in District head quarters of AP state. Cross conditions like "AT CURRENT MARKET RATES" shall not be accepted. Handling, clearing, transport charges etc., will not be paid separately. The delivery should be made as stipulated in the purchase order placed with Tenderers.



**8.3** Each tenderer/bidder must quote not only the unit rate but also the total value of each item quoted for supply in the respective columns.

**(i) FALL CLAUSE:**

If at any time during the execution of the contract, the supplier reduces the sale price or sells or offers to sell at such stores, as are covered under the contract, to any person / organization including the purchaser or any department of Central government/state Govt. or its procurement agencies at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale or offer of sale to the purchaser and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced.

**8.4** The rates quoted and accepted will be binding on the Tenderer for the full contract period of six months and any increase in the price will not be entertained till the completion of this contract period. Accordingly, this clause will be applicable for all orders placed during the contract period. However, Price agreement validity period may be extended for period up to further one year at same rate, terms & conditions based on need and discretion of the APMSIDC.

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

**8.6** The Tenderer shall allow inspection of the factory at any time after the opening of technical bid and during the entire contract period by a team of Experts/Officials nominated by the Tender Inviting Authority for the purpose. The Tenderer shall extend necessary cooperation to such team in inspection of the manufacturing process, quality control measures adopted etc., in the manufacture of the items quoted. If Company/Firm does not allow for any such inspection, their tenders will be rejected. If any such situation arises after placement of contract, the same shall be cancelled at the firm's risk.

**8.7** "AP Govt Supply – Not for Sale" is to be printed on each unit supplied to the Purchaser.

## **9. ACCEPTANCE OF TENDER**

**9.1 (i)** APMSIDC can issue total quantity to L1 bidder or portion of quantity to other bidders. The purchase order shall be issued to L1 bidder and other bidders simultaneously as per discretion of APMSIDC depending upon requirement. In case, order is placed only on L1 bidder and if they fail to supply in stipulated time or due to quality failure, the purchase order shall be issued to other bidders.

**(ii)** Negotiation if required will be done at APMSIDC premises.

**9.2** APMSIDC reserves the right to accept or reject the tender for the supply of items without assigning any reason.

**9.3** Tender validity shall be for a period of six months from date of issuance of Letter of Acceptance (LoA).

## **10. PERFORMANCE SECURITY DEPOSIT**

### **10.1 Performance Security Deposit:**

On being informed about the acceptance of the tender for **6 month** from date of issuance of LoA, the successful tenderer shall be required to pay a Performance Security Deposit of 5% of the contract value subject to a maximum of **Rs.10 lakh** in the form of *Demand Draft* drawn in favour of MD, APMSIDC Mangalagiri from any nationalized/scheduled Bank.

**10.2** The Tenderer shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any person or persons what so ever.

**10.3** All notices or communications relating to and arising out of this price agreement or any of the terms thereof shall be considered duly served on or given to the Tenderer if delivered to him or left at the premises, places of business or abode as provided by the tenderer.

**10.4** If the lowest selected Tenderer fails to deposit the required Performance Security Deposit (PSD) within the time specified or withdraws the tender, after the intimation of the acceptance of the tender or owing to any other reasons to undertake the contract, the contract will be cancelled and the Earnest Money Deposit deposited by the tenderer along with the tender shall stand forfeited by the APMSIDC and the firm will also be liable for all damages sustained by the APMSIDC apart from blacklisting and other penal actions.

**10.5** The performance security deposit of supplier will be returned by APMSIDC only after the supplier has given undertaking to replace such item and indemnify APMSIDC against any loses on account of quality parameters.

**10.6** SSI/MSE units situated in A.P are exempted from payment of Performance Security Deposit.

## 11. METHODOLOGY FOR PLACING ORDERS

For the above purpose the following procedures will be adopted

- a) After the conclusion of Price Bid opening (Cover B), the rates offered by tenderers for each product are evaluated and lowest acceptable rate (L1 Rate) arrived at is declared and that tenderer is informed.
- b) The successful Tenderer is eligible for the placement of Purchase Orders only after depositing the required amount as Performance Security.
- c) If two or more than two Tenderer's are declared as L1 for the same item(s), such Tenderers are eligible for price agreement and the placement of Purchase Orders for such item(s) for which they are declared as lowest. Placement of order shall be shared equally amongst these bidders subject to their manufacturing capacity.
- d) APMSIDC reserves the right to purchase from other bidders if these bidders are willing to supply at L1 rate.
- e) If a supplier fails to execute supply order (0% execution) Performance Security Deposit of the product mentioned in purchase order shall be forfeited.
- f) Not withstanding anything contained in para (e) above, the supplier, after committing the default in supply either partly or fully, can inform the APMSIDC about his willingness to execute the Purchase Order during the tender period. The APMSIDC at discretion may consider the willingness of the supplier on merit. However, such supplies will be subjected to the levy of Liquidated Damages, unexecuted fine and other penalties as stipulated in the tender document, price agreement and purchase order.
- g) The supplier shall start supply of the **item** required by APMSIDC at 13 Central Drug Stores (CDS), in Andhra Pradesh or any other place decided by APMSIDC within the stipulated period.
- h) The **item** supplied in excess of the ordered quantity shall not be accepted and the supplier shall take back the excess at their cost. APMSIDC will not be responsible for the loss to the supplier and will not entertain any demand/claim.
- i) After completion of supplies, the documents related to tax invoice, test reports of supplied batches or any other document shall be submitted to APMSIDC for proper acknowledgement of stocks. APMSIDC will not be responsible for any delay in uploading the documents by the supplier which may lead to unforeseen penalties or any wrong entries due to typographical errors.
- j) It is the duty of the supplier to supply **item** at the 13 CDS in AP or any other place decided by APMSIDC and supply shall conform to the conditions mentioned in the provisions of tender documents

## **12. SUPPLY CONDITIONS**

**12.1** Purchase orders will be issued to the Tenderer(s) at the discretion of the APMSIDC as per actual requirements. All the supplies shall be received at the 13 CDS in AP or any other place decided by APMSIDC.

**12.2** Supplies against a purchase order shall be completed within **20 days** otherwise liquidated damages are levied by APMSIDC as mentioned in clause 18.1.

If the Tenderer fails to execute the supply within the stipulated time, the APMSIDC is at liberty to make alternative arrangement for purchase of the items for which the Purchase orders have been placed, from any other sources or in the open market or from any other Tenderer who might have quoted higher rates, at the risk and the cost of the defaulted supplier and in such cases the APMSIDC has every right to recover the cost and impose Liquidated Damages as mentioned in Clause 18. In case of any variation in prices during alternative procurement, the additional price difference will be charged to L1 bidder or defaulted supplier.

**12.3** The liquidated damages as specified in clause 18 of the tender conditions will be levied. However, the supplier must take prior approval from APMSIDC for supply of **item** beyond stipulated delivery period in Purchase order.

**12.4** The Tenderer must submit test report for every batch of **item** along with invoice. In case of failure on part of the supplier to furnish such report, the whole batch will be returned to the supplier and he is bound to replenish the same with Govt. approved lab test report. The **item** supplied by the successful Tenderer shall be of the best quality and shall comply with NIOSH N'95, EN 149 FFP2 or equivalent and the specifications specified in the tender.

**12.5** If at any time the Tenderer has, in the opinion of the APMSIDC delayed the supply of **item** due to one or more reasons related to Force Majeure events such as riots, mutinies, wars, fire, storm, tempest, floods or other exceptional events at the manufacturing premises, the time for supplying the **item** may be extended by the APMSIDC at discretion for such period as may be considered reasonable. However, such extension shall be considered only if a specific written request is made by the Tenderer within 10 days from the date of occurrence of such event with necessary documentary evidence. The exceptional events do not include the Increase in the cost of raw material, Electricity failure, Labour disputes/Strikes, Insolvency, and Closure of the Factory/Manufacturing unit on any grounds etc.

**12.6** The supplier shall not be liable to pay Liquidated Damages (LD) and forfeiture of performance security deposit for the delay in executing the contract on account of the extension of supply period on the ground of force majeure events.

### **13. LOGOGRAMS**

**13.1** AP Government Supply – Not for Sale shall be printed on each item cover.

### **14. PACKING**

**14.1** The supplier shall provide packing of the goods to prevent their damage or deterioration during transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration.

**14.2** The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements, as shall be provided for in the contract and subject to clause 18 and any subsequent instructions ordered by the purchaser.

### **15. QUALITY TESTING**

**15.1** Samples of supplies from each batch will be chosen at the point of dispatch at supplier's site or receipt of supply or distribution/storage points for testing at discretion of APMSIDC. Handling and testing charges will be borne by APMSIDC for the above purpose.

**15.2** In the event, if the samples fail in quality tests or found to be not as per specifications, APMSIDC is at liberty to make alternative purchase of the items for which the purchase orders have been placed from any other sources or in the open market or from any other Tenderer who might have quoted higher rates, at the risk and the cost of the supplier and in such cases the APMSIDC has every right to recover the cost and impose penalty as mentioned in Clause 19.

**15.3** The products should conform to the standards of NIOSH N95, EN 149 FFP2, or equivalent as the case may be.

### **16. PAYMENT PROVISIONS**

**16.1** No advance payments towards costs of **item** will be made to the Tenderer.

**16.2** Payments towards the supply of **item** will be made within 30 days against the supplies subject to a minimum of 30% execution of purchase order quantity from the date of receipt of goods, as per the tender terms and condition. The payment will be made either by means of a/c payee Cheque or through AP Government

Finance portal CFMS / RTGS (Real Time Gross Settlement System)/Core Banking/NEFT.

- 16.3** All bills/Invoices should be raised in duplicate and the bills should be drawn as per GST Rules in the name of MD, APMSIDC, Mangalagiri, Andhra Pradesh.
- 16.4** In case of any increase or decrease in the GST after the date of submission of tenders and during the tender period, such variation in the GST will be to the account of the APMSIDC. For claiming the additional cost on account of the increase in GST, the Tenderer should produce the proof of having paid additional amount on this account on the goods supplied to APMSIDC from the concerned authorities and also must claim the same in the invoice separately.
- 16.5** However, the basic price structure and the price of the **item** approved under the tender shall not be altered. Similarly, if there is any reduction in the GST as notified by the Govt., after the date of submission of tender, the Tenderer will be paid based on the unit rate worked out on the basis of the reduced GST without any change in the basic price or the price structure of the **item** approved under the tender. Any increase or decrease in GST will be considered based on the notification issued by the Government.
- 16.6** However, if the firm supplies after originally stipulated delivery period, increase in GST shall be borne by the supplier. In case of decrease in taxes/GST due to statutory variation in taxes/GST, the same shall be passed on by the supplier to the APMSIDC.
- 16.7** Subject to the conditions mentioned in the Purchase Order, Tender Document, Price Agreement and here under, the Supplier is entitled for the payment against supply. In case of any discrepancy in levy of LD, Penalty, Unexecuted Fine, Short Passing of Bills, such discrepancy shall be intimated within 30 days from the date of receipt of payment.

#### **17. TESTING CHARGES:**

In all supplies, testing charges will be borne by APMSIDC as per the Batch sizes provided by Firm.

## **18. LIQUIDATED DAMAGES AND OTHER PENALTIES:**

### **18.1 Liquidated damages**

<b>Category of Products</b>	<b>Stipulated supply period as per Tender clause</b>	<b>% of Penalties</b>
N-95 Masks	20 days	Nil
	21 to 30 Days	0.3% per day.
	31 to 40 Days	The supply period can be extendable for another 10 days beyond 30 days upon request @ 0.5% per day.

**Beyond 40 days if the PO is not executed, the PO will be deemed to be cancelled and the firm will be declared as undependable. The above LD is limited to maximum of 10% of purchase order value.**

**18.2** All the Tenderers are required to supply the product(s) with printed “Andhra Pradesh Govt. Supply – Not for Sale”. If there are any deviations in this condition, a penalty of 0.5% of supplied batch value shall be levied.

## **19. PENALTIES ON ACCOUNT OF QUALITY FAILURE:**

- 19.1** The successful bidder shall supply the same quality of the product as per submitted samples.
- 19.2** If the samples do not conform to prescribed tender standards, the Tenderer will be liable for relevant action under the existing laws and the entire stock in such batch has to be taken back by the Tenderer within a period of 15 days of the issue of the letter from the APMSIDC, Such stock shall be taken back at the expense of the Tenderer.
- 19.3** The decision of the APMSIDC or any officer authorized by him, as to the quality of the supplied **item** shall be final and binding. In such cases, the APMSIDC will be at liberty to terminate, the contract either wholly or in part on 30 days' notice. The Tenderer will not be entitled for any compensation whatsoever in respect of such termination besides forfeiture of Performance Security Deposit.
- 19.4** Non-performance of any of the contract conditions and provisions will disqualify a firm from participating in the tender for the next **2 years** besides forfeiture of Performance Security Deposit.

- 19.5** In case the supplies are not as per the standards, the entire supplied batch value shall be withheld initially till confirmation from an authorized testing agency. If the supplies are found to be sub standard then the entire batch shall be rejected.
- 19.6** In all the above conditions, the decision of the MD, APMSIDC shall be final and binding.

## **20. BLACKLISTING CRITERIA**

### **20.1 BLACKLISTING OF PRODUCT/TENDERER ON WITHDRAWAL OF TENDER**

If the Tenderer(s) fails to perform the obligations under the tender conditions / commits default in the performance of the contract, such Tenderers will be blacklisted for a period of 2 years by APMSIDC from the date of observing the defect besides forfeiture of Performance security deposit.

### **20.2 BLACKLISTING FOR QUALITY FAILURE**

#### **20.2.1 Quality Test by the Empaneled Laboratories of APMSIDC**

- a) Each batch of supplied **item upon the direction of APMSIDC** shall be subjected to quality test by the empaneled laboratories.
- b) If the sample of any batch fails in quality test and report is received stating Not of Standard Quality such batch of product shall be rejected.
- a) If two batches of supplied products is declared as sub standard/not complying with tender specifications, the firm will be blacklisted and it will not be allowed to participate in tender for 2 consecutive years from the date of blacklisting.

#### **20.2.2 Procedure for Blacklisting:**

- i) On receipt of test report from an authorized test agency, that a particular **item** is "**NOT OF STANDARD QUALITY**" (As the case may be), a show cause notice shall be issued to the supplier calling for explanation within 7 days from the date of notice. On receipt of explanation from the supplier, the MD, APMSIDC may take appropriate action on merits of the case and impose penalty including the blacklisting of the item of the product/company or firm as deemed fit besides forfeiture of Performance Security Deposit.
- ii) If a supplier company/firm is blacklisted according to the procedure stated above, such supplier is not eligible to participate in any of the tenders floated by the APMSIDC until the period of blacklisting is over.

#### **20.2.3 BLACKLISTING FOR NON-SUPPLY:**



Due to non-supply of item against any purchase order, 5% value of purchase order shall be recovered from the supplier in addition of other penal like risk purchase. In case of repeated circumstances of non-supply of items i.e. 3 times, the supplier may be blacklisted for 2 years in addition of forfeiture of Performance Security Deposit/ EMD and other penal action.

## **21. SAVING CLAUSE**

No suit, prosecution or any legal proceedings shall lie against the Tender Inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of the tender.

APMSIDC reserves the right to make modification, alteration or relaxation in any of the clauses or conditions given in this tender document.

## **22. RESOLUTION OF DISPUTES**

The APMSIDC and the supplier shall make every effort to resolve, amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

## **23. FRAUDULENT AND CORRUPT PRACTICES:**

### **1) For bidders:**

If the APMSIDC determines that a Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the APMSIDC may, after giving 7 days notice to the Supplier, terminate the Supplier's engagement under the Contract and cancel the contract, and the procurement will be made at the risk and cost of the supplier besides blacklisting the bidder for 2 years with forfeiture of Performance security deposit apart from other penal actions.

It is purchaser's policy to ensure that suppliers and their authorized representatives/agents observe the highest standard of ethics during the procurement and execution of such contracts. (In *this context, any action taken by a bidder, supplier, contractor, or by their authorized representatives/agent, to influence the procurement process or contract execution for undue advantage is improper*) In pursuance of this policy, the purchaser;

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another

party (*"another party" refers to a public official acting in relation to the procurement process or contract execution*). In this context, *"public official" includes staff and employees of other organizations taking or reviewing procurement decisions.*

- ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation (a *"party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution*).
- iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party [*"parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive level*].
- iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party (a *"party" refers to a participant in the procurement process or contract execution*).
- v) "obstructive practice" is
  - (a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or acts intended to materially impede the exercise of the purchaser's inspection and audit rights provided for under sub-clause (e) below.
  - (b) will reject a proposal for award if it determines that the bidder considered for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
  - (c) will cancel the contract if the purchaser determines at any time that the bidder, supplier and contractors and their sub-contractors engaged in corrupt, fraudulent, collusive, or coercive practices.
  - (d) will sanction a firm or individual, including declaring in eligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in

corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and

(e) will have the right to inspect the accounts and records of the bidders, supplier, and contractors and their subcontractors/authorized representatives and to have them audited by auditors appointed by the purchaser.

#### **24. JURISDICTION**

In the event of any dispute arising out of the tender, such dispute would subject to the jurisdiction of the Honorable Civil Courts within the city of Vijayawada only.

**ANNEXURE -I: Design for Logograms**

**DESIGN FOR LOGOGRAMS**

**SPECIMEN LABEL FOR OUTER CARTON AND INNER INDIVIDUAL PACK OF THE PRODUCT**

**A.P. GOVT.  
SUPPLY  
NOT FOR SALE**

(or)

DECLARATION

**ఆంధ్రప్రదేశ్ ప్రభుత్వ  
సరఫరా  
అమ్మడానికి కాదు.**

I do hereby declare that I will supply the **item** as per the above design.

Signature

**ANNEXURE -II: Declaration**

**(On nonjudicial Stamp Paper)**

Ref. Clause No. 4

**DECLARATION**

I/We M/s..... represented by its Proprietor/Managing Partner /Managing Director having its registered office at ..... and its factory premises at ..... do hereby declare as under:-

that I/we have carefully read all the terms and conditions of tender with ref. no. 1.3-2/APMSIDC/Equipment/2020-21 Dated: 03-05-2020 including Amendment(s) to Tender document (if any) issued by APMSIDC, Mangalagiri and accept unconditionally all terms and conditions of tender document including Amendment(s) to Tender document (if any).

(I) I/We hereby declare that all required annexures and documents are uploaded.

(II) I am / We are aware of the Tender inviting Authority's right to forfeit the Earnest Money Deposit and /or Performance security deposit and blacklist me/us for a period of 2 years if, any information furnished by us proved to be false at time the of inspection and also not complying with any of the tender conditions.

Name of the bidder:

Address:

Name of the authorized signatory:

Sign and Seal:

**ANNEXURE-III: EMD**

**Ref. Clause No. 3(ii), 4 and 7**

**DETAILS OF E.M.D SUBMITTED**

**UPLOAD THE SCANNED COPY OF DEMAND DRAFT**

**ANNEXURE- IV: CA Certificate**

**Ref. Clause No. 2.1 (IV)**

{Format for a certificate from the C.A.(Chartered Accountant) }

(I) It is certified that M/s..... is a PrivateLtd./Ltd./Proprietorship/Partnership company/firm/LLP and they have PAN no..... and GST registration no.... They have filed Income tax returns and GST returns up to date. The authorized signatory of the company/firm is Shri ..... and whose signature is attested asunder:.....

(II) The annual Turnover of M/s .....for the past three years are given below and certified that the statement is true and correct.

S.No	Financial Year	Turnover in Lakhs (Rs.)
1	2016-17	
2.	2017-18	
3.	2018-19	
<b>TOTAL</b>		Rs .....Lakh
<b>Average Turnover per annum</b>		Rs .....Lakh

(III) Further, It is certified that M/S \_\_\_\_\_ is Micro and Small Enterprises (MSE)/SSI in State of Andhra Pradesh and registered with Director of Industries or appropriate authorities for quoted products against APMSIDC tender No. 1.3-2/APMSIDC/Equipment/2020-21 Dated: 03-05-2020.and eligible for exemption of paying EMD.

Date\_\_\_\_\_

(Name, Signature & Stamp)

Registration no.

## ANNEXURE- V: CHECK-LIST

### COVER- A

Ref. Clause 4.1 (d)

S.N	Check List	YES	NO	PAGE
1	Processing Fee The bidder shall remit processing fee <b>Rs. 5625/-</b> through online or in the form of DD in the name of The Managing Director, APMSIDC, Managalagiri.			
2	EMD <b>Rs. 50,000/-</b> paid through online or in the form of Demand Draft uploaded as per ANNEXURE-III DD No and Date issued by(name of bank) and delivered to APMSIDC. Uploaded NSIC or MSME certificate for exemption if any.			
3	Self-certification that firm is not blacklisted/debarred as mentioned in Clause 2			
4	Scanned copy of valid NIOSH N95, EN 149 FFP2, or equivalent certificate of product.			
5	Scanned copy of valid manufacturing/import/distributor License for the Product duly approved by the Licensing Authority			
6	Authorization of manufacturer in case of distributor/importer			
7	Authorization letter nominating a responsible Person of the tenderer to transact the business with the Tender inviting Authority.			
8	Scanned copy of ANNEXURE - II (Declaration for eligibility in participating the tender). <b>Original Annexure II delivered to APMSIDC.</b>			
9	Scanned copy of ANNEXURE IV (certificate from the C.A)			
10	Scanned copy of ANNEXURE—VII (Details of the Tenderer)			

NOTE:- EMD instrument and ANNEXURE II are to be delivered in original to APMSIDC, Mangalagiri on or before Bid opening date.

Name and signature of authorized signatory (with company seal).



**ANNEXURE VI: Declaration Form**

**DECLARATION FORM**

I/We \_\_\_\_\_ having our \_\_\_\_\_ Office at \_\_\_\_\_ accept the conditions of tender document for the supply of N-95 Masks for the tender for a period of six months from the date of LoA

We hereby accept to supply the N-95 Masks at the accepted \_\_\_\_\_ (price) rates quoted by us in the tender document against the selected item as accepted by the department.

We will not quote & supply the items to the any agency / state in the country at the rate lower than the rate quoted in this tender.

If we quote lower rate than the rate quoted to the APMSIDC to any other agency / state in the country in future we will remit the differential cost to the APMSIDC.

Signature :

Date :

Name of the  
Firm and address :

**ANNEXURE –VII: Details of the tenderer**

<b>Sl.No.</b>	<b>Details Required</b>	
1.	<b>Company Name</b>	
	PAN Number	
	TIN Number	
	GST NO.	
	Date of Inception	
	License No. & Date	
	Issued By	
	Valid Upto	
2.	Postal Address of the Company	
	Telephone No.	
	Fax No.	
	E-mail ID	
	Alternate E-mail ID	
3.	Name of the Managing Director / Director / Manager	
	Mobile No. / Phone No	
	E-mail ID	
4.	Name and Designation of the authorized company official	Name: Designation:
	Mobile No.	
	E-mail ID	

Sl.No.	Details Required	
5.	<b>Bank Details</b>	
	a) Name of the Bank	
	b) Branch Name & address	
	c) Branch Code No.	
	d) Branch Manager Mobile No.	
	e) Branch Telephone no	
	f) Branch E-mail ID	
	g) 9 digit MICR code number of the bank and branch appearing on the MICR cheque issued by the bank Branch	
	h) Type of Account (Current / Savings)	
	i) Account Number (as appear in cheque book)	

I / We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all the reasons of incomplete or incorrect information, I would not hold APMSIDC responsible. I have read the conditions of the tender / Price agreement and agree to discharge the responsibility expected of me / from the company as a tenderer / successful tenderer.

Date: \_\_\_\_\_ Company Seal \_\_\_\_\_ Signature \_\_\_\_\_  
Place: \_\_\_\_\_ (Name of the person signing & designation)

## **Annexure VIII – N-95 Masks Specifications**

**(Probable tender quantity – 2,00,000)**

- I. N-95 mask with Respiratory valve.**
- II. N-95 mask without Respiratory valve.**

### **Specification for N95 (with or without respiratory valve) masks for COVID19**

1. Shape that will not collapse easily
2. High filtration efficiency
3. Good breathability, with expiratory valve
4. Quality compliant with standards for medical N95 respirator:
  - NIOSH N95, EN 149 FFP2, or equivalent
5. Fluid resistance: minimum 80 mmHg pressure based on ASTM F1862, ISO 22609, or equivalent
6. Quality compliant with standards for particulate respirator that can be worn with full face shield
7. All Such mask should have high fluid resistance, good breathability (with or without Respiratory valve), clearly identifiable internal and external faces, duckbill/cup-shaped structured design that does not collapse against the mouth.