

No. LGB/NAZ/1481/22-23/5000

Dated :- 05th September 2023

E-TENDER NOTICE

Online e-tenders i.e. two bid systems (Technical and financial) are invited through the eprocurement portal <u>http://eprocure.gov.in/cppp</u> by the Director, LGBRIMH from primary drug manufacturers or their authorized dealers or distributors for supply of medicines to LGBRIMH to be used in the Dept. of Child and adolescent psychiatry for one year from the date of Award of Contract(AOC).

CRITICAL DATE SHEET										
Milestones	Start Date	Start Time	Last Date	Last Time						
Tender Publishing	05-09-2023	5:00 PM								
Tender Download	05 -09-2023	5:00 PM	25-09-2023	3:00 PM						
Bid Clarification	05-09-2023	5:00 PM	12-09-2023	3:00 PM						
Bid Submission	05-09-2023	5:00 PM	25-09-2023	3:00 PM						
Technical Bid Opening	26-09-2023	3:00 PM								

Sd/-Director LGBRIMH

लोकप्रिय गोपीनाथ बरदलै क्षेत्रीय मानसिक स्वास्थ्य संस्थान तेजपुरः असमः पिनः 784001 LGB REGIONAL INSTITUTE OF MENTAL HEALTH (Ministry of Health & Family Welfare, Government of India) Website- www.lgbrimh.gov.in

Post Box No. 15 :: FAX No. (03712) 233623

TEZPUR:: 784001 :: ASSAM

Sl		Terms & Conditions for Submission									
no											
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		urers or their authorized dealers or distributors for supply of medicine to LGBRIMH to									
	be used in the Dept. of Child and adolescent psychiatry for one year from the date of Awar Contract(AOC)										
	Contract(AOC).										
	Instructions for submission of bids										
	a. Physical Documents: EMD or proof of EMD exemption and all hard copies of docur										
	uploa										
		Cover-I: will contain the Technical Bids consisting of following in a single PDF file in									
		llowing sequence:- Scanned copy of EMD or proof of EMD exemption.									
	(i) (ii)	Scanned copy of proof of SSI enlistment. (if applicable)									
	(ii) (iii)	Scanned copy of valid appropriate Drug license of Manufacturer or Distributor.									
	(iii) (iv)	Scanned copy of a declaration by the proprietor of the firm, in case, the firm is									
	(1V)	proprietorship on non –judicial stamp paper of worth Rs100.00 – duly attested by									
		<i>Notary Public.</i> In case of partnership firm, a scanned copy of partnership deed duly									
		registered by the Register of Firms.Incorporation certificate in case of company.									
	(v)	Scanned copy of statement of financial status (Annual turnover for last 3 years from									
		Chartered Accountants).									
	(vi)	Scanned copy of performance report from Govts/ Semi-Govts/Autonomous									
		organization served in their letter head in the same field. (For last 3 years).									
	(vii)	Scanned copy of valid import license (if applicable).									
	(viii)	Scanned copy of GMP/WHO-GMP certificate.(from all quoted Manufacturers)									
	(ix)	Scanned copy of ISO certificate (if applicable).									
	(x)	Scanned copy of recent non-conviction/ non-blacklisting certificate on non -judicial									
		stamp paper of worth Rs100.00 – duly attested by Notary Public.									
	(xi)	Scanned copy of updated Income Tax return documents for the financial year 2021-22.									
	(xii)	Scanned copy of authority letter from manufacturer (if tender submitted by distributor/									
		dealer).									
	(xiii)	Scanned copy of PAN Card and GST registration certificate.									
	(xiv)	Scanned copy of Bank Details.									
	(xv)	Scanned copy of duly filled annexure I, annexure II, annexure III & annexure V.									
	(xvi)	Scanned copy of valid Trade License or Incorporation certificate.									
	(xvii)	Make in India specific Authorization certificate needs to be enclosed									
	(xviii)	Scanned copy of Minimum local content declaration /certificate to be uploaded.									
	(xix)	Scanned copy of Manufacturing & Market standing/experience certificate of									
		Manufacturer/Manufacturers from the concerned authority.									

c. E-bid Cover-II: Financial bid packet will be submitted as Cover II and will consist of following:- Financial bid in the form of "BOQ" (BILL OF QUANTITIES) only. Financial bid will be submitted online only. Kindly fill up the colored cells. If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered. Quote the cost of per unit only. The GST column in BOQ is in INR and kindly quote GST for per unit in the GST column. The total figure will be the same as quoted rate and the figure with GST will reflect the basic rate plus GST. Fill up the quoted manufacturer and the MRP in appropriate columns of the BOQ.

2. The Period of contract: - One year or as decided by the Institute from the award of contract.

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Technical Bid Opening	26-09-2023	3:00 PM								

If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time as notified.

Sl no	General Conditions									
	Process of submission of online bid:									
	ers are requested to submit the soft copies of their bid electronically on the CPP portal using valid Digital									
	es (DSC).									
	a) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (http://eprocure.gov.in/cppp).									
1.	b) The bidders will be required to choose a unique username and assign a password for their									
	accounts and are advised to register their valid email address and mobile numbers as part of the registration process.									
	c) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile. Only one valid DSC should be registered by a bidder.									
	d) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.									
	e) Bidder should take into account any corrigendum published on the tender document before finally submitting their bids in the CPP portal (http://eprocure.gov.in/cpp).									
	f) Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted.									
	g) Bidder should log into the site and upload their bids on or before the bid submission time.									
	 h) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document. 									
	i) Bidder has to select the payment option as "offline" to pay the EMD as applicable and enter details of the instrument.									
	j) A standard BOQ file in Excel format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the exact format provided and no other format is acceptable. The BOQ file name must not be changed and if in any case the BOQ is found to be modified by the bidder the bid will be rejected.									
	 k) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission. 									
	l) Any queries relating to the tender document and the terms and conditions contained therein									
	should be addressed to the Tender Inviting Authority for the tender. Bidder can contact at									
	land line phone no. 03712233028 (10 AM to 5 PM in all working days) or via email id: lgbetender@gmail.com.									
	m) Any queries relating to the process of online bid submission or queries relating to CPP Portal in									
	general may be directed to the 24x7 CPP Portal Helpdesk.									
2.	a) The collection of road permit, if any, will be the responsibility of the bidder.									
2.	b) Rates are to be quoted FOR destinations i.e., LGBRIMH, Tezpur.									
3.	Earnest Money Deposit(EMD)									
	a) Bidder should submit EMD Rs. 58,000.00 in the form of DD/FDR/BG drawn in favor of Director, LGBRIMH, Tezpur, Assam payable at Tezpur, failing which the tender shall not be considered for acceptance and will be summarily rejected. Cash, cheque or any other mode of payment will not be accepted at all. The EMD deposited against previous tender cannot be adjusted or considered for this tender. No interest will be payable on the EMD/BID security. The EMD of the successful bidder will be released only after the concerned firm deposits necessary performance security. The DD/FDR/BG of EMD should reach LGBRIMH before the last date of opening of technical bid.									

	b) PERFORMANCE SECURITY:- Performance Security, equivalent to <u>3%</u> of the total cost of the items approved shall have to be deposited by the successful bidder in the form of DD/FDR/BG drawn in favor of Director LGBRIMH, payable at Tezpur. Performance security should remain valid for a period of 14 month from the date of Award of contract. The same amount will be released after fulfillment of contractual obligations and <u>no interest shall be payable</u> thereof.
4.	SIGNING OF BID:-
т.	 A) The bid is liable to be ignored if incomplete information is given or documents asked for are not dully filled or furnished. B) Individual signing the bid or other documents concerned with the bid must specify whether he signed as : a) A sole proprietor of the firm, or constituted Attorney of such proprietor. b) A partner of the firm, if it is a partnership concern, in which case, he must have legal authority to sign, answer and admit to refer dispute to arbitration. c) Constituted Attorney if it is a company. NOTE:- ** In case of (b), a copy of the Partnership Deed, General Power of Attorney, in each case, duly attested by a Notary Public, as affidavit on a stamp paper to the effect that all the partners admit execution of the partnership agreement and authority to refer disputes concerning the business or the partnership has been conferred on any such partner, the bid and all other related documents must be signed by every partner of the firm. ** A person signing the bid form or any documents forming part of the bid on behalf of another shall be deemed under warranty that he has the authority to do so, the purchaser without prejudice to other Civil & Criminal remedies can cancel the contract and hold the signatory responsible for all cost & conveyances arising there from.

	TERMS	S OF SUPPLY :-
5.	a)	Liability for late Supply & Non supply:- If the bidder fails to supply the goods(partly or whole) within the time as per purchase order , a sum equivalent to 1 (one) percent of the ordered value for each week of delay up to the extended period will be deducted from the security deposited, as liquidated damages (subject to maximum deduction of 5 (five) % percent of the ordered value).
	b)	Deliveries should commence with not less than 50 % of the quantities of each item ordered within 15 days from the date of the supply order & remaining quantity should be delivered within another 30 days.
		i. In case the bidder fails to supply the goods (partly or whole) within the stipulated time as indicated in the supply order , the supply order lying with the supplier will stand automatically cancelled and LGBRIMH shall be at liberty to get the goods supplied from other available sources at the cost of the defaulting supplier. The additional expenditure so incurred for getting the goods shall be borne by the defaulting supplier in addition to forfeiture of security money deposit and if he fails to compensate the entire loss and if the security money deposits are not sufficient, action may be taken to realize the loss as per the law of the land.
		ii. If the bidder fails to supply any stocks as per terms and conditions of acceptance of tender or fails to replace any stock rejected by the direct demanding officer within a period as stipulated by the institute or any person authorized by the institute on his behalf, the institute is entitled to purchase such stock /partial stocks from any other source at such price or at market price without notice to the contractor. The additional expenditure so incurred for getting the goods shall be borne by the defaulting supplier in addition to forfeiture of security money deposit and if he fails to compensate the entire loss and if the security money deposits are not sufficient, action may be taken to realize the loss as per law of the land. The quantity of stock/partial stocks so purchased will automatically stand cancelled from the order.
	c)	It will be the responsibility of the bidder to safely transport the goods to the destination address i.e., LGBRIMH, Tezpur.
	d)	No payment shall be made for any rejected material. The bidders would remove the rejected items within two weeks of the date of rejection at their own cost by replacement immediately. In case these are not removed, these will be disposed off in manner as deemed fit by the authorities at the risk and responsibility of the supplier without any further notice.
	e)	Extension of delivery period in exceptional case will be entirely at the discretion of the Director.
	f)	The bidder will be liable to present bill after completion of indented supply and payment will be made accordingly.

	RI	GHT OF ACCEPTANCE :-
6.	a)	Director, LGBRIMH, reserves the right to reject/accept any or all tenders without assigning any reasons thereof and also have the right to place order on one or more firms. No correspondence will be entertained.
	b)	The quantity shown in the Annexure I may be increased or decreased to an extent depending upon the actual requirement of the institute.
	c)	Bidders are required to mention MRP rates also for each item quoted in addition to their quoted rates. No bidder can quote rates more than MRP. In case any bidder quote higher rates than MRP, the action will be taken as deemed fit by the undersigned including removal of the name from the bidder list.
	d)	The medicines/ drugs/ stores to be supplied will be of good quality. In case it is found that any particular medicine's date is expired and found not of standard quality, substandard or spurious, supplier will be liable to be blacklisted for a period of five years besides other legal action that may be initiated .In case the suppliers fail to supply indented drugs / medicines or other items within the stipulated time, the institute will procure the same from open market and the supplier will be liable to pay the liquidated damage which will be recovered from bills or security deposit or as the case may be.
	e)	If the bidder gives false statement on any of the above information, the firm / supplier will not be considered and their tender shall be deemed to be rejected and the security deposited will be forfeited.
	f)	It will be prerogative of the institute to place the supply order for the whole lot / item or in piecemeal basis depending upon the requirement of the institute.
	g)	The store offered should comply with the provision of the Drugs and Cosmetics Act-1940 and the rules made there under as amended up to date and Drug price Control Order.

	QUALITY CONTROL AND SAMPLE TESTING :
7.	1. Quality will be assessed by inspection of shipments:-
/.	a) All the shipments of medicines will be inspected thoroughly before being released into the supply
	system. Inspection include visual inspection and a review of product specifications(including
	expiration date)
	2. Quality will be assured by:-
	a) Each consignment of supplied medicines is to be accompanied by quality control/ sample testing
	report from a NABL accredited laboratory in addition to the manufacturer own test report.
	b) Manufacturers own Test Report will be treated, merely as an additional documentary proof for
	the quality of material against each supply made by the manufacturer /authorized distributor.
	c) However, the institute reserves the right to conduct its own quality control/ sample testing of the
	supplied goods at the laboratory that is identified by the LGBRIMH at any time with or without
	information of the supplier.
	d) If at any stage of the use the supplies are found substandard, NO PAYMENT will be made for the
	entire rejected / substandard batch of that particular items , even if the supplies have been
	consumed in good faith and the facts will be notified to the Drugs controller of India / State drug
	controller for taking necessary action and with his permission only the firm will be asked to
	remove the remaining supplies of substandard items and no further stores of that particular items
	will be purchased till clearance is obtained from the state / central drug controller , and the
	appropriate amount of intended drugs along with penalty will be imposed by the authority
8.	Un-utilized goods will be notified by this office three months prior to its expiry and the same should be
	replaced free of cost.
	<u>METHOD OF SUPPLY</u> :-
9.	a). Evenu medicine should have its own shalf life period mentioned on the lebel of medicines
	a) Every medicine should have its own shelf life period mentioned on the label of medicines calculated from the date of manufacture. The life of the article supplied should not have passed
	more than 3 months in the case of short life items and 6 months in case of long life items from
	the date of the manufacture
	b) All containers i.e. bottles, tins, cartoons, tubes, etc are required to be secured with pilfer proof
	packing so as to ensure genuineness of the product packed and correctness of its contents and
	shall be neatly labeled.
	c) The medicines/ drugs/ stores to be supplied will be of standard quality. In case it is found that
	any particular medicines date is expired or found not to be of standard quality, sub standard or
	spurious, the supplier will be liable to be blacklisted for a period of five years besides other legal
	action that may be initiated.
	d) If the bidder gives false statement on any of the above information, the firm / supplier will not be
	considered and their tender shall be deemed to be rejected and the security deposited will be
	forfeited.
	e) It may be confirmed that the prices quoted are not in excess of Drug Price Control Order 1970,
	and the rules made thereafter as amended from time to time.
	f) In case of any breach of contract, actions as stated in Section 491 of IPC will be taken.
10.	AGREEMENT:-
10.	An agreement will have to be executed on non judicial stamp paper of Rs.100 /- by the successful
	bidder with the institute authority in the format (Annexure IV) prescribed by the institute.
1	

	<u>REJECTION OF THE TENDER :-</u> Terms & Conditions										
11.	The Bid of bidder (Manufacturer or dealer or distributors or supplier) will be rejected due to any of										
11.	the reason or reasons mentioned below:-										
	a) Non-submission of EMD or proof of EMD exemption.										
	b) Unsatisfactory performance of the bidder in past cases.										
	c) Uploading of misleading /contradictory /false statement or information & fabricated /invalid										
	documents.										
	d) Non-submission of authorization letter in case of Suppliers / Distributors/Dealers										
	e) Non-submission of valid import license & product permission, as the case may be, for imported product.(if applicable).										
	f) Non-submission of valid appropriate Drug license of manufacturer or distributor.										
	g) Non-submission of valid GMP/WHO-GMP certificates of manufacturer										
	h) Non-submission of ISO certificate (if applicable).										
	i) Non-submission of recent non –conviction certificate.										
	j) Non-submission Manufacturing & Market standing/experience certificate of Manufacturer from										
	the concerned authority.										
	k) Non-submission of PAN Card.										
	1) Non-submission of GST Registration.										
	m) Scanned copy of Minimum local content declaration /certificate to be uploaded.										
12.	DISPUTE ADJUDICATION:-										
	In case of any dispute the same shall be mitigated as per provision of the tender and territorial										
	jurisdiction shall be within the limit of the Tezpur District Court.										
13	Make In India:-Public Procurement (Preference to Make in India) order no. P-45021/2/2017-										
	BE-II dated 15 June, 2017 and subsequent amendment on 16 th September, 2020 issued by DPIIT,										
	Ministry of Commerce and Industry and as amended from time to time and its subsequent orders										
	notifications issued by concerned Nodal Ministry will be applicable in this tender										

ANNEXURE – I

Supply of medicines having the following requirements

Sl	Formulatio	Molecule	Strength	Approximate	Pack	Brand	Mfg.	
No	n	n		requirements	Size	Name	Name	
		FOR Departme	nt of Child and	Adolescent Psychi	atry			
1								
	Tab	Methylphenidate (Immediate release)	5mg	46800 tabs				
2	Tab	Methylphenidate (Prolonged release)	10mg	46800 tabs				
3	Tab	Methylphenidate (Prolonged release)	20mg	18720 tabs				
4	Tab	Resperidone	0.5mg	93600 tab				
5	Syrup	Resperidone	1mg/ml	1560 bot				
6	Tab	Aripiprazole	2mg	37440 tabs				
7	Tab	Aripiprazole	5mg	28080 tabs				
8	Tab	Aripiprazole	10mg	18720 tabs				
9	Syrup	Fluoxetine	20mg/5ml	312 bot				

ANNEXURE - II

Undertaking

To,

The Director LGB. Regional Institute of Mental Health Tezpur, Dist: Sonitpur (Assam)

Sir,

1. I /we hereby submit our tender for the supply of medicines / drugs along with other required documents.

2. I/	We	enclose	herewith	the	bank	DD/FD	R/BG	No)				Dated
		For	R	LS.					/-		(For]	Rupees
)	drawn	in	favor	of the	Director	LGB	RIMH,
Tezpur toward	ls EM	ID.											

3. I /we hereby agree to all terms and conditions, stipulated by the LGBRIMH, and contained in Tender Documents in this connection including delivery, penalty etc. and the rate quoted in the financial bid will remain unchanged during the entire period of supply.

4. I /We undertake to sign the contract / agreement within 10 days from the issue of the AOC letter, failing which My/Our firm will be suspended for 5 years to participate in any tender of LGBRIMH,TEZPUR

5. I /we have gone through all terms and conditions of the tender document before submitting the same.

Note: - All terms & conditions including rates and taxes etc, has been indicated separately in the tender. During the rate contract period, basic price of the items will remain unchanged. Other terms and conditions are also as per the requirement of the institute.

YOURS FAITHFULLY

SIGNATURE OF THE TENDERER RUBBER STAMP

А	1 WITNESS SIGNATURE	
	2. FULL NAME	
	3. ADDRESS & Contact No.	
B.	1 WITNESS SIGNATURE	
	2. FULL NAME	
	3. ADDRESS& Contact No.	

ANNEXURE – III

Organization's contact details

NAME & ADDRESS OF	
THE Vendor/ Manufacturer / Agent	
Phone	
Fax	
E-mail	
Contact Person Name	
Mobile Number	
GST Number	
PAN Number	
Bank details for NEFT/PFMS	

ANNEXURE - IV

DEED OF CONTRACTUAL AGREEMENT

THIS AGREEMENT made the......day of, 2023 Between Director, *Lokopriya Gopinath Bordoloi Regional Institute of Mental Health, Tezpur Assam* (hereinafter "the Purchaser") of the one part and *M*/*s* ______ (hereinafter called "the Supplier") of the other part:

WHEREAS in response to the notification No. LGB/NAZ/..... Dated Dated The bidder has submitted to the LGBRIMH a tender a supply of medicine specified there in the Annexure I subject to the terms & conditions contained in the said tender.

AND WHEREAS the bidder has also deposited with the Government a sum of Rs. as performance security for the execution of an agreement undertaking the due fulfillments of the contract, in case this tender is accepted by LGBRIMH.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

a) The Letter of Award of contract and supply order issued by the purchaser

- b) The Notice Inviting Tender
- c) The supplier's bid including enclosures, annexure, etc.
- d) The Terms and Conditions of the Contract
- e) The Schedule of Requirement

f) The Technical Specification

g) Any other document listed in the supplier's bid and replies to queries, clarifications issued by the purchaser, such confirmations given by the bidder which are acceptable to the purchaser and the entire Addendum issued as forming part of the contract.

2. In case the bidder fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, the purchaser shall has the power and authority to recover from the supplier any loss or damage caused to LGBRIMH by such breach as may be determine by LGBRIMH by appropriating the security money deposited by the supplier and take appropriate action as per penalty clause of the tender. If the security deposit is found to be inappropriate, the deficit amount may be recovered from the supplier from his outstanding bill or such other manner as the purchaser may deem fit.

3. On inspection if any article found not as per specification of the supply order it shall be replaced by me/us in time as asked for, to prevent any inconvenient at my/our expenses. In case of non-fulfillment of the terms and conditions of the contract/ supply order, the Director LGBRIMH shall have right to take appropriate action and impose penalty as deem fit.

4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide, the goods and services without interruption and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

6. Director, LGBRIMH reserves the right to cancel the contract at any time without assigning any reasons thereof.

7. In case of any dispute the same shall be mitigated as per provision of the tender and territorial jurisdiction shall be within the limit of the Tezpur District Court.

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ANNEXURE-V

CHECKLIST

Sl. No.	Documents to be submitted along with the techno-commercial bid		Attached page no.	
		From	to	
1.	Scanned copy of EMD or proof of EMD exemption			
2.	Scanned copy of proof of SSI enlistment. (if applicable)			
3.	Scanned copy of valid appropriate Drug license of Manufacturer or Distributor.			
4.	Scanned copy of a declaration by the proprietor of the firm, in case, the firm is proprietorship <i>on non –judicial stamp paper of worth</i> Rs100.00 – <i>duly attested by Notary Public.</i> In case of partnership firm, a scanned copy of partnership deed duly registered by the Register of Firms.			
5.	Scanned copy of statement of financial status (Annual turnover for last 3 years from Chartered Accountants).			
6.	Scanned copy of performance report from Govts/ Semi-Govts/Autonomous organization served in their letter head in the same field. (for last 3 years).			
7.	Scanned copy of valid import license (if applicable).			
8.	Scanned copy of GMP/WHO-GMP certificate.			
9.	Scanned copy of ISO certificate (if applicable).			
10.	Scanned copy of recent non-conviction/ non-blacklisting certificate on non –judicial stamp paper of worth Rs100.00 – duly attested by Notary Public.			
11.	Scanned copy of updated Income Tax return documents for the financial year 2021-22.			
12.	Scanned copy of authority letter from manufacturer (if tender submitted by distributor/ dealer).			
13.	Scanned copy of PAN Card and GST registration certificate.			
14.	Scanned copy of Bank Details.			
15.	Scanned copy of duly filled annexure I and II.			
16.	Scanned copy of duly filled annexure III			
17.	Scanned copy of valid Trade License or incorporation certificate			
18.	Make in India specific Authorization certificate needs to be enclosed			
19.	Scanned copy of Minimum local content declaration /certificate to be uploaded.			
20.	Scanned copy of Manufacturing & Market standing/experience certificate of Manufacturer from the concerned authority.			
21.	Hard copy of EMD and other tender documents			