

Reply to Linder India for ref. no. Linde/LMO/NZ/07/2023-16 Dated 16-07-2023

Conditions of contract, (A) – General Terms and conditions (12) Pg.- 8

1. In case the quality of goods supplied are not in conformity with the standard given in tender document and as per the samples supplied or the supplies are found defective at any stage these goods shall immediately will be taken back by the supplier and will be replaced as per quality standards set in tender document, without any delay. The competent authority reserves all rights to reject the goods if the same are not found in conformity with required description / specifications and liquidated damages shall be imposed in addition to the cost of re- tender.

Accepted: Supplier should provide the LMO as per the IP-2018 or latest and submit the certificate with each supply, failing which supply will be immediately taken back by the supplier and replaced as per quality standards of tender documents.

Conditions of contract, (A) – General Terms and conditions (13) Pg.-8

2. In case the kits failed to give results, bidder to whom the supply order has been placed, fails to make supplies within the delivery schedule and the purchaser has to resort risk purchase, the purchaser (AIIMS, Rishikesh) may recover from the vendor the difference between the cost calculated on the basis of risk purchase price and that calculated on the basis of rates quoted by tenderer. In case of repeated failure in supplying the ordered goods, the supply order may be cancelled and bid security deposit will be forfeited.

Accepted: Unless delayed due to an event of force majeure or for reasons attributable to the AIIMS Rishikesh in case bidder fails to make supplies within the delivery schedule the Purchaser shall impose penalty as Liquidated Damages on accordance with the tender. In case of repeated failure in supplying the ordered goods, the supply order may be cancelled and bid security deposit will be forfeited.

Conditions of contract, (A) – General Terms and conditions (19) – Force Majeure Pg. - 9

3. **Force Majeure:** Any failure or omission to carryout of the provisions of this supply by the supplier shall not give right for any claim by supplier and purchaser to one against the other, if such failure or omission arise from an act of God which shall include all acts of natural calamities from civil strikes compliance with any statistics and or requisitions of the Government lockout and Strikes, riots, embargoes or from any political or other reasons beyond the suppliers control including war (whether declared or not) civil war or state of incarceration provided that notice of the occurrence of any event by either party to the other shall be within two weeks from the date of occurrence of such an event which could be attributed to force majeure. Any delay due to Force Majeure will not be attributable to the either of the parties.

Not Accepted:

Conditions of contract, (A) – General Terms and conditions (20) – Arbitration Pg. - 9

- 4. Arbitration:** - If at any time, any question, dispute or difference whatever shall arise between supplier and the Institute (purchaser) upon or in relation to or in connection with agreement, either of parties may give notice in writing of existence of such a question dispute or difference and same shall be referred to two arbitrators one to be nominated by the Institute (Purchaser) and other to be nominated by supplier. Such a notice of existence of any question, dispute or difference in connection with agreement shall be served by either party within 60 days of beginning of such dispute failing which all rights and claims under this agreement shall be deemed to have been forfeited and absolutely bared.

“Before proceeding with the reference the arbitrators shall appoint/nominate an umpire. In the event of the arbitrators not agreeing in their award the Umpire appointed by them shall enter upon the reference and his award shall be binding on the parties. The venue of the arbitration shall be at Rishikesh, Uttarakhand (India). The arbitrators/ Umpire shall give a reasoned award.”

- (I) The provision of the Indian Arbitration and Conciliation Act 1996 in force and of the rules framed there under and any statutory modifications thereof shall be deemed to apply and be incorporated in this agreement.
- (II) Upon every or any such reference, the costs of any incidentals to the reference and awards respectively shall be at the discretion of arbitrators or in the event of their not agreeing to the award of the Umpire appointed by them who may determine thereof or correct the same to be fixed as between solicitors and close as between parties and shall direct by them and in what manner the same shall be borne and paid.

Not Accepted:

Conditions of contract, (A) – General Terms and conditions (22) Pg. - 10

- 5.** The successful Bidder shall at all times agree to indemnify and keep indemnified the purchaser against all losses, damages which may arise in respect of action/inactions of such Bidder or breach of any term of this tender by such Bidder. All claims regarding indemnity shall survive the termination of the contract with such Bidder.

Not Accepted:

Conditions of Contract, (B) – Financial terms and conditions, clause – 3 Pg. - 12

6. Payment terms: - The payment shall be made to the supplier on the satisfactory receipt of the received goods within 60 days from the date of receipt. Advance payment shall not be made under any circumstances. The payment shall be made to the supplier's A/C through NEFT/RTGS mode as per the details provided by the supplier.

Accepted: The payment shall be made to the supplier on the satisfactory receipt of goods within 60 days from the date of receipt and invoice of receipt whichever is later. Advance payment shall not be made under any circumstances. The payment shall be made to the supplier's A/C through NEFT/RTGS mode as per the details provided by the supplier.

7. Bidder should be a primary manufacturer of Liquid Medical Oxygen through Air Liquefaction Process having more than 2 manufacturing unit anywhere in India.

Technical Specification – Page No 26, Point no 15, terms and conditions of supply of Gases- Bidder should have at least 200 Cr. Annual turnover from last 3 years and supporting documents should be submitted in this regards.

Not Accepted.

Page No 20- Affidavit-

8. Manufacturer/firm hereby undertake, affirm, confirm and declare that proprietorship/firm/company/Agency has not quoted price in this tender higher than one considering similar scope of work like average volume, payments term, tender tenure, storage capacity, distance from supply source and commercial term and condition at which goods/services were previously supplied to any government Institute/organization/reputed private organization in India in last three years. If at any stage it is found that the firm (bidder) has quoted lower rates to any govt./private institute. Bidder shall be liable to payback access value to AIIMS Rishikesh. AIIMS Rishikesh further reserves right to impose suitable penalty shall be made by AIIMS Rishikesh.

Not Accepted:

9. Looking at the criticality and importance of the of the Liquid Medical Oxygen in Patient Healthcare we request you to please look into the infrastructure of the vendor who can maintain the uninterrupted supply of Liquid Medical Oxygen in any condition. Bidder must have At least more than 2 manufacturing unit so that supply cannot be dependent on 1 unit only and in case of failure of any of the plant supply can be maintained from different plant source. You should also look the infrastructure of the bidder in terms of the situation of COVID-19 where the

Consumption was 3-4 times higher than the Current consumption any bidder with only 1 plant would not be in the position to supply the Liquid Medical Oxygen in that situation.

Not accepted.

10. Details of the existing Contracts/Previous experience of two years'

Sl. No.	Name and address of the Organization; Name, Designation, and contact no., Telephone/Fax no. of the officer concerned	Is the entity the ONLY supplier of LMO to the hospital (YES/NO)	Basic details regarding the existing contract	Value of Contract (in Rs.)	Contract period- from (dd/mm/y)	Contract period- to (dd/mm/y)	LMO VIE vessel system owned by (Hospital/ Vendor)
A							Hospital / vendor
B							
C							
	Additional Information, if any-						

Should be read as

Details of the existing Contracts/Previous experience of two years'

Sl. No.	Name and address of the Organization; Name, Designation, and contact no., Telephone/Fax no. of the officer concerned	Is the entity the ONLY supplier of LMO to the hospital (YES/NO)	Basic details regarding the existing contract	Value of Contract (in Rs.)	Contract period - from (dd/mm/yy)	Contract period- to (dd/mm/yy)	LMO VIE vessel system owned by (Hospital/ Vendor)	Teleme try data record
A							Hospital / vendor	
B								
C								
	Additional Information, if any-							

11. Telemetry System: Telemetry System is mandatory as per PESO. For continuous monitoring of liquid level in the storage vessel, vendor should install the telemetry system which will be monitored centrally from anywhere in India. Vendor should install a telemetry system on all vessels during the period of contract. No extra payment will be given for this service. As it is a mandatory service as per PESO (A statutory body under GoI) recommendation, Vendor should provide the last three months telemetry data of any 3 government Hospitals in this regard. Electricity supply required if any will be provided by the institute to the nearest point (Manifold plant room), however final cabling work from electricity source to telemetry will be in the scope of vendor.

12. In technical specification LMO of “Indian Pharamacopeia-2014” should be read as “Indian Pharamacopeia-2018 or after”.

13. 250 km distance of manufacturing facility of LMO plant is acceptable.