

All India Institute of Medical Sciences

Rishikesh-249203



Rate Contract document for

Supply & Refilling of Medical Gases at AIIMS, Rishikesh

Ref. No.	:	24/RC/RT/479/Medical Gases Refilling/2021-RISH (ADMN)
Publishing Date	:	11.02.2021 at 3.00 PM
Pre-Bid Meeting	:	22.02.2021 at 3.00 PM
Bid Submission Start Date	:	11.02.2021 at 3.00 PM
Last Date of Bid Submission	:	04.03.2021 at 3.00 PM
Bid Opening date	:	05.03.2021 at 3.00 PM

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

TENDER NOTICE

For

**Rate Contract for Supply & Refilling of Medical Gases at
AIIMS, Rishikesh, Virbhadr Marg, Rishikesh, Dehradun
Dated.....**

1. E-tenders in Two Bids (Technical & Financial) basis are invited on behalf of the Director, All India Institute of Medical Sciences, Rishikesh from interested and eligible manufacturer or their authorised distributors/dealers, for providing **Supply and Refilling of Medical Gases for Two years** at AIIMS Rishikesh.
2. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.
3. The complete bidding process is online. Bidders should be in possession of valid digital Signature Certificate (DSC) for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. For any assistance for e-bidding process, if required, bidder may contact to the helpdesk at [0135-2462915](tel:0135-2462915).
4. Tenderer/Contractor/Bidders are advised to follow the instructions provided in the ‘Instructions to the Contractors/Tenderer/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>’.
5. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
6. Bidders have to submit bid security declaration in given format (Annexure-J)
7. The tender shall be submitted online in two part, viz., technical bid and financial bid. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

The offers submitted through Fax/email shall not be considered. No correspondence will be entertained in this matter.

8. Any future clarification and/or corrigendum(s) shall be communicated through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app> or AIIMS, Rishikesh website: www.aiimsrishikesh.edu.in. The bidders are required to regularly check the website to know about any/all such corrigendum(s) as only these bids, taking care of such corrigendum(s) shall be considered for finalisation of the tender.
9. Bidder should necessarily enclose a covering letter mentioning a summary of applied document with proper numbering. Secondly, bid should also attach a compliance sheet as per specification mentioning that they are complying with all specification or have any variation.
10. The pre bid conference would be held on.....-2020 at 03.00 PM in the office of Tender Opening Room, AIIMS, Rishikesh. All firm’s representative who are attending the pre bid meeting, shall produce an authorization letter from their firm on the firm’s letter head. They are required to put their query in writing before the committee and submit the same in writing on its letter head.
11. All the duly filled/completed pages of the tender should be given serial /page number on each page and signed by the owner of the firm or his Authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/authorization may be enclosed along with tender. A copy of the terms & conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms & conditions. Tender with unsigned pages/incomplete/partial/part of tender if submitted will be rejected out rightly.

12. Any omission in filling the columns of Financial Bid form (Schedule of Rates) shall debar a tender from being considered. Rates should be filled up carefully by the tenderer. All corrections in this schedule must be duly attested by full signature of the tenderers. The corrections made by using fluid and overwriting will not be accepted and tender would be rejected.

13.(i) **Bid Security Declaration :-**

- a) The Public Sector undertaking of the Central/State Govt./MSEs/MSME/Registered with Central Purchase Organization are exempted from furnishing Earnest Money along with tender, **subject to submission of its valid proof.**
- b) The firms Registered with DGS & D/SSI and any approved source of Centre/States Govt. are not exempted from furnishing Earnest Money in so far as this institute is concerned.
- c) Declaration of Udyog Aadhar Memorandum (UAM) number by the vendors on CPPP is mandatory. The bidders who fail to submit the UAM number shall not be able to avail benefits available to MSE's.

(ii) As per Rule 170 of General Financial Rules (GFRs) 2017, Micro and Small Enterprises (MSEs) and the firms registered with concerned Ministries/ Departments are exempted from submission of Bid Security. Further, in lieu of Bid Security, Ministries/ Departments may ask bidders to sign "Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents. Similar provisions also exist in the Manuals for Procurement of Works 2019 and Manual for Procurement of Consultancy & other Services 2017.

14. The successful bidders have to execute a contract on Indian non judicial stamp paper of Rs.100/- (Rupees one hundred only) within twenty-one (21) days from the date of award of this tender in his favour and also required to furnish the **Security Deposit @ 03%** of contract value in the form of FD/BG/TD/CD for **three months extra of the contract period** from any Nationalized/Schedule bank duly pledged in favour of AIIMS, Rishikesh & payable at Rishikesh only. If the successful bidder fails to furnish the full security deposit or difference amount between Security Deposit within 21 (twenty-one) days after the issue of **Letter of Award** of Work, the bidder shall suspended from bidding for any contract with you for a period of (1/2/3) years* from the date of issue of any such notification, and award of tender in suppliers favour automatically stands terminated at his cost & liability, unless time extension has been granted by AIIMS, Rishikesh.

15. The PBG shall be forfeited if successful bidder fails to supply the goods/equipment in stipulated time or fails to comply with any of the terms & conditions of the contract or fail to sign the contract.

16. The bid shall be valid and open for acceptance by the competent authority of AIIMS Rishikesh for a period of 180 (one hundred eighty) days from the published date of opening of the tenders and no request for any variation in quoted rates and / withdrawal of tender on any ground by bidders shall be entertained.

17. To assist in the analysis, evaluation and computation of the bids, the Competent Authority, may ask bidders individually for clarification of their bids. The request for Clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.

18. After evaluation, the work shall be awarded normally to the Agency fulfilling all the conditions of the contract and who has quoted the lowest rate as per financial bid in addition to compliance with the all the Acts / provisions stated / referred to for adherence in the tender.

19. The competent authority of AIIMS, Rishikesh reserves all rights to accept or reject any/ all bids without assigning any reason. It can also impose/relax any administrative term and condition/specifications of the

tender enquiry after due discussion in pre-bid conference. This will be communicated and shown at the website of the Institute. No representation will be considered after pre-bid meeting and **bidders may ensure its queries only in pre-bid meeting**. AIIMS, Rishikesh also reserves the right to reject any bid which in his opinion is non-responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.

20. Bids must be submitted in the prescribed Format otherwise bids will be rejected straightway.
21. The bids are not transferable.
22. Canvassing in any form is strictly prohibited and the tenderers who are found canvassing are liable to have their bids rejected out rightly.

23. Local content – In this procurement of goods & services tender will be based on L1 (Class 1 & Class 2 Supplier) for enhancement of local content policy as per Order of “Ministry of Commerce and Industry Department for promotion of Industry and internal Trade (Public Procurement Section Public Procurement (Preference to Make in India) Ref # P-45021/2/2017-PP(BE-II) Dated – 04-June-2020.

24. It is required by all concerned, namely the Bidders/Suppliers, as the case may be to observe highest standard of ethics during the procurement and execution of this Tender.

25. In case the quality of gas and/ or its container cylinder supplied, are not in conformity with the standard(s) given in tender document and/ or other relevant standards, or the supplies are found defective at any stage, the supplies shall immediately be taken back by the supplier and shall be replaced with the standard quality goods/ services, without any delay. The competent authority reserves all rights to reject the supplies if the same are not found in accordance with the required description / specifications and penalty will be charged accordingly.

26. It must be mentioned clearly whether bidder is a manufacturer/sole distributor/ sole agent for the goods/ services for which they are quoting.

- a. **Manufacturer** must add a certificate that tendered medical gases are manufactured by them as per range of products.
- b. **Sole Manufacturers** must add a certificate that they are the sole manufacturer of the medical gases for which they are quoting in this tender enquiry & these gas(es) is /are their proprietary Item in India. The rate certificate is also required from the sole manufacturers that the rates quoted are the same or less as compared to the rates they have quoted to other State/Centre Govt./reputed Private Organisation and DGS&D rate for the similar type of medical gases.
- c. **Authorized agents** must add authority letter from their Manufacturer/Principals on the letter head of the manufacturer/principals firm, signed by a competent person and comes in proforma given in attach must duly supported by a notarised affidavit on Indian Non Judicial Stamp Paper of Rs. 10/- (Rupees ten only) that they are quoting Rates on behalf of them. The authorization letter must have mentioned the purpose and validity period of the authorization for which it is provided.

27. The bidders should have furnished a copy of GST/S.T. /C.S.T. registration number, the State / U.T. of registration and the date of such registration. Tenders not complying with this condition will be rejected.

28. **Turnover provisions:** - (i) The tenderers should submit along with the tender, a photo copy of the last three years' Annual Accounts with Audit certificate by Chartered Accountant, Income Tax returns and a copy of current valid income tax clearance certificate (IT CC), otherwise bidder will not be considered for administrative evaluation (of Technical bid) and will be declared **disqualified** in technical evaluation.

(ii) In case of bidder falls under Section 44AD/44ADA/44AE of Income Tax shall be required to submit turnover certificate verified by Chartered Accountant with his Registration number issued by Institute of Chartered Accountants of India.

(iii) There will be relaxation on turnover on *case to case* basis for **Start-up firms** registered by Government of India under Start-ups scheme as per orders of Ministry of Commerce, Government of India.

29. **Sample/demonstration:** - For technical evaluation, the supplier may have to submit samples and/ or may have to perform demonstration of good/ services, as the case may be/ as asked, at consignee site, i.e., AIIMS Rishikesh premises before its authorized representative(s) to evaluate whether it is as per the specifications and desired functionality or not. Non submission of sample and/ or not performing demonstration will **disqualify** the bidder in the technical bidding process and financial bid of those bidder will not be opened.

30. Full description & specifications, make/brand and name of the manufacturing firm must be clearly mentioned in the tender, failing which, the tender will not be considered. Descriptive literature /catalogues must be attached with the tender in original, failing which, tender may be disqualified.

31. **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 either of the parties.

32. Bidder shall have to ensure and submit an affidavit on Indian Non Judicial stamp paper of Rs.10/- along with technical bid that they will supply spare parts and consumables used in gas cylinders at reasonable rates fixed for entire contract period of Two (02) years and such rates should not be more than the rates supplied to Institutes of National Importance (INIs) and other State/Centre Govt./reputed Private Organisation and DGS&D rate for the similar type of items used in medical gas cylinders.

33. 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.

34. In case the vendor fails to supply the spare parts/accessories or fails to provide the agreed maintenance during the prescribed period, as per the terms of contract, the purchaser is automatically entitled to procure the required parts and hire services from the market at the risk and cost of the vendor, such inability of bidder will entail forfeiture the security deposit. The purchaser also reserves the right to terminate the contract on immediate notice, if the vendor fails to comply with this clause for more than one instance.

35. **Legal Jurisdiction:** -The Courts at Rishikesh/ Dehradun alone and no other Court will have the jurisdiction to try the matter, dispute or reference between the parties arising out of this tender/supply Order/contract.

Applicable Law:

36. The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings / processing.

37. Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Rishikesh/Dehradun, Uttarakhand India only.

Except as otherwise provided under this Contract for immediate termination of the Contract, in the event of a disputes which may be arising out of the execution of the tender contract, the matter will be referred to the Deputy Director (Administration) for mediation. Appeal against the decision of the DDA will lie to the Director, AIIMS Rishikesh.

Important Terms and condition:

Tender should have a Filling and Test certificate issued from Department of explosive (PESO) for examination and testing of cylinders (Attested copies of above certificate must be produced at the time of supply of the cylinders to the consignee site.)

Financial terms and conditions

1. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
2. Rates quoted should be inclusive of all applicable taxes, packing, forwarding, postage and transportation charges at for AIIMS Rishikesh (Site of installation/Use). Rates should be mentioned both in figures and in words.
3. The supplier has to submit a notarised affidavit on Indian Non Judicial Stamp Paper of Rs.10/- that the bidder has not quoted the price higher than previously supplied to any government Institute/Organisation/reputed Private Organisation or DGS&D rate in recent past. Therefore, if at any stage it has been found that the supplier has quoted lower rates than those quoted in this tender; the Institute (the purchaser) would be given the benefit of lower rates by the Supplier and any excess payment if any, will become immediately payable to the AIIMS, Rishikesh. If such affidavit is not submitted, their bid will be out rightly rejected. ***(Part of technical bid)***

L1 Clause: L1 firm for each type of medical gas cylinders will be decided on the basis of Total unit price of each type of refilled cylinder with all expenses (including GST).

Note: (i) Rates of items given in table 2 should be quoted separately and their Rate contract will be established separately at their L1 prices.

(ii) L1 bidder(s) who get the award for refilling of each type of medical gas cylinders will be responsible for providing all the requirements shown in Table 2, for their respective cylinders at L1 rates.

Note: In case of any dispute regarding award of tender, decision of AIIMS Administration would be final.

Supply and Refilling of Medical Gases at AIIMS, Rishikesh

TECHNICAL BID

(Documents to be attached in the “Technical Bid” for Administrative Evaluation)

1. Name, full Address, telephone/mobile number, Email Id of the manufacturer and their authorised dealers/ distributors/Agency.	
2. Specify your firm/company is a manufacturer/ authorised dealer/ distributor/ Agency.	
3. Whether the signature on each page of the tender document and other relevant documents has been made by the bidder or not. (Signature on each page of tender document and other document is necessary)	
4. Name, Address & designation of the authorized person(s) (Sole proprietor/partner /Director)	
5. Clarification/declaration of Power of Attorney/authorization for signing the bid documents (It is not required in case of sole-proprietorship.)	
6. PAN No. of the firm (Please attach scanned copy)	
7. Copy of filling and test certificate issued from Department of explosive (PESO) in accordance with GAS Cylinder Rule 2016 (As amended)	
8. GST/VAT/Service Tax Registration Number. (Please attach copy)	
9. Please attach copy of last three year’s Income Tax Return.	
<p>10. Turnover</p> <p>a. Please attach balance sheet (duly certified by Chartered Accountant) for last three (3) years (average minimum turnover for last three years should not be less than Rs. 65.00 Lakhs (Rupees Sixty-Five lakhs Only). Submit last three year’s turnover statement duly certified by the Chartered Accountant in the format shown in Annexure- A).</p> <p>b. The bidder falls under Section 44AD/44ADA/44AE of Income Tax Act shall be required to submit turnover certificate verified by Chartered Accountant with his Registration number issued by Institute of Chartered Accountants of India.</p> <p>c. Indian Agent can submit its copy of POs of LC cases, in support of its amount getting short in required turnover.</p> <p>d. Start-ups may submit its Start-up Registration for consideration (<i>Relaxation in turnover can be considered as the case may be, subject to fulfilment of other conditions. However, it will not be mandatory</i>)</p>	
11. Please provide a notarised affidavit on Indian Non Judicial stamp paper of Rs. 10/- <u>in the format given in Annexure-1</u> that you have not quoted the price higher than previously supplied to any government Institute/Organisation/reputed Private Organisation or DGS&D/GeM rate in last two years . If you don’t fulfil this criterion, your tender will be out rightly rejected.	
12. Please submit a notarised affidavit on Indian Non judicial stamp paper of Rs. 10/- <u>in the format given in Annexure- 2</u> that no case is pending with the police against the Proprietor/firm/partner or the Company (Agency). Indicate any convictions in the past against the Company/firm/partner.	
13. Please declare that proprietor/firm/company has never been blacklisted/debarred by any organization. An oath certificate to this effect may be enclosed on Rs.10 Notarised Indian Non Judicial stamp paper <u>in the format given in Annexure-3</u>	
14. Please submit a notarised affidavit for miscellaneous declarations on Indian Non Judicial stamp paper of Rs. 10/- <u>in the format as given in Annexure- 4.</u>	
15. Have you previously supplied these items to any government/ reputed private organization? If yes, attach the relevant poof.	
16. Please submit two performance certificate from your two different customers to whom you have supplied such type of equipment in previous 3 years	
17. Acceptance of terms & conditions attached (Yes/No). Please sign each page of terms and conditions as token of acceptance and submit as part of tender document with technical bid. Otherwise your tender will be rejected.	

ANNUAL TURNOVER STATEMENT

(At the Letter Head of Chartered Accountant)

Annexure - A

I/We have examined the books of account and other relevant records of.....(bidding firm name), having its registered office at.....(full address of bidding firm) and do hereby certify that:

(1) Annual gross turnover as per Annual Accounts of the firm for last three years is as under-

Sl. No.	Financial Year	Turnover (In INR)
1.	2016- 2017
2.	2017- 2018
3.	2018- 2019

(2) Average turnover of the firm for last three financial years is Rs.

Signature of CA (with stamp of Firm)

Name-

(Registration No.....)

(Chartered Accountant)

UDIN No.-

Date-

Place-

NOTARISED AFFIDAVIT
(On Rs. 10/- Non-Judicial Stamp Paper)

Annexure -B

TENDER NO.

I, undersigned..... (name).....(designation), duly authorised representative of (name of Proprietorship/Firm/Company/Agency) hereby undertake, affirm, confirm and declare that-

Proprietorship/Firm/Company/Agency **has not quoted price in this Tender higher than one** at which goods/services were previously supplied to any government Institute/ Organisation/ reputed Private Organisation or DGS&D rate in last two 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.

Undersigned, on behalf of Proprietorship/Firm/Company/Agency does hereby solemnly declare and affirm that the above declaration is true and correct in all respects and we hold responsibilities for the same. No part of it is false and nothing has been concealed. Any false/incorrect submission shall make Proprietorship/Firm/Company/Agency as well as undersigned personally liable for all civil/criminal obligations including complaint to police and other authorities.

Deponent Signature:

Name:

Designation:

Aadhaar No:

Email Id:

Mobile No:

Landline No:

Fax No:

Address:

(Copy of Authorisation Letter from Proprietorship/Firm/Company/Agency enclosed)

NOTARISED AFFIDAVIT

(On Rs. 10/- Non-Judicial Stamp Paper)

Annexure- C

TENDER NO.

I, undersigned..... (name).....(designation)....., duly authorised representative of (name of Proprietorship/Firm/Company/Agency) hereby undertake, affirm, confirm and declare that-

No criminal case is pending with the Police against our Proprietorship/Firm/Company/Agency or any of its authorized signatories.

Undersigned, on behalf of Proprietorship/Firm/Company/Agency does hereby solemnly declare and affirm that the above declaration is true and correct in all respects and we hold responsibilities for the same. No part of it is false and nothing has been concealed. Any false/incorrect submission shall make Proprietorship/Firm/Company/Agency as well as undersigned personally liable for all civil/criminal obligations including complaint to police and other authorities.

Deponent Signature:

Name:

Designation:

Aadhaar No:

Email Id:

Mobile No:

Landline No:

Fax No:

Address:

(Copy of Authorisation Letter from Proprietorship/Firm/Company/Agency enclosed)

NOTARISED AFFIDAVIT

(On Rs. 10/- Non-Judicial Stamp Paper)

Annexure- D

TENDER NO.

I, undersigned..... (name).....(designation), duly authorised representative of (name of Proprietorship/Firm/Company/Agency) hereby undertake, affirm, confirm and declare that-

Proprietorship/Firm/Company/Agency has never been **blacklisted/ debarred** by any organization.

Undersigned, on behalf of Proprietorship/Firm/Company/Agency does hereby solemnly declare and affirm that the above declaration is true and correct in all respects and we hold responsibilities for the same. No part of it is false and nothing has been concealed. Any false/incorrect submission shall make Proprietorship/Firm/Company/Agency as well as undersigned personally liable for all civil/criminal obligations including complaint to police and other authorities.

Deponent Signature:

Name:

Designation:

Aadhaar No:

Email Id:

Mobile No:

Landline No:

Fax No:

Address:

(Copy of Authorisation Letter from Proprietorship/Firm/Company/Agency encl

NOTARISED AFFIDAVIT

(On Rs. 10/- Non-Judicial Stamp Paper)

Annexure- E

TENDER NO.

I, undersigned (name).....(designation)....., duly authorised representative of
..... (name of Proprietorship/Firm/Company/Agency) hereby undertake, affirm, confirm and declare that-

1. Undersigned is fully competent and authorised from Proprietorship/Firm/Company/Agency to make this Affidavit to bind such Proprietorship/Firm/Company/Agency.
2. All details/information/documents furnished by Proprietorship /Firm/ Company/Agency in bid document is true and correct.
3. Proprietorship/Firm/Company/Agency is fully solvent and legally/financially competent to perform terms and conditions of Tender.
4. Proprietorship/Firm/Company/Agency is duly registered under various relevant government notifications and all dues have been paid as on date.
5. Proprietorship/Firm/Company/Agency hereby agrees and fully understands that notwithstanding anything contrary contained in Tender document and without prejudice to any of the rights or remedies of AIIMS Rishikesh, AIIMS Rishikesh shall be entitled in its sole discretion to determine that a bidder is to be disqualified at any stage of the process and its participation in Tender process and/or its Technical Proposal and/or Financial Bid dropped from further consideration for any reasons.

Undersigned, on behalf of Proprietorship/Firm/Company/Agency does hereby solemnly declare and affirm that the above declarations are true and correct in all respects and we hold responsibilities for the same. No part of it is false and nothing has been concealed. Any false/incorrect submission shall make Proprietorship/Firm/Company/Agency as well as undersigned personally liable for all civil/criminal obligations including complaint to police and other authorities.

Deponent Signature:

Name:

Designation:

Aadhaar No:

Email Id:

Mobile No:

Landline No:

Fax No:

Address:

(Copy of Authorisation Letter from Proprietorship/Firm/Company/Agency enclosed)

Undertaking

1. I/We have read and understood the contents of the Tender and agree to abide by the terms and conditions of this Tender.
2. I/We shall supply the items of requisite quality and quantity at given rate in timely manner.
3. I/We also confirm that in the event of my/our tender being accepted, I/we hereby undertake to furnish within 21 days, Bank Guarantee/ Performance Security after the issue of Purchase Order, as applicable, in the format to be provided by AIIMS Rishikesh in addition to execution of a Contract as pre-condition for obtaining the supply orders.
4. I/We further undertake that none of the Proprietor/Partners/Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the Government have banned /suspended business dealings. I/We further undertake to report to the AIIMS Rishikesh immediately after we are informed but in any case not later 15 days, if any firm in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such a firm which is banned/suspended in future during the currency of the Contract with you.
5. I/We undertake that the information given in this tender are true and correct in all respect and I/We hold the responsibility for the same.

(Signature of the Bidder)

Name:

Designation with Seal of the Firm:

MANUFACTURER's / PRINCIPAL's AUTHORIZATION FORM

Annexure-F

(Clause 11 (c) of **other terms and conditions** of the tender)

To

The Administrative Officer,
All India Institute of Medical Sciences
Rishikesh

Dear Sir,

TENDER: _____.

We, _____, who are established and reputable manufacturers of _____, having factories at _____ and _____, hereby authorize M/s. _____ (*name and address of agents*) to bid, negotiate and conclude the contract with you against Tender No. _____ for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the conditions of tender contract for the goods offered for supply against this tender by the above firm.

The authorization is valid up to _____

Yours faithfully,

(Name) For and
on behalf of M/s. _____ (*Name of
manufacturers*)/Principal.

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CMC
SECURITY

Annexure-G

To

The Director

All India Institute of Medical Sciences
Rishikesh,
Virbhadr Marg,
Rishikesh-249203

WHEREAS _____ (Name and address of the supplier) (Hereinafter called “the supplier”) has undertaken, in pursuance of contract no/ Tender enquiry No. _____ dated _____ to _____ supply (description of goods and services) (herein after called “the contract”). AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract; AND WHEREAS we have agreed to give the supplier such an irrevocable bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you unconditionally, on behalf of the supplier, up to a total of _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of you to first demanding the said amount of guarantee from the supplier before raising the demand with us. You may directly raise the demand with us, without asking the supplier for the same.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee will not be changed due to change in the constitution of the bank or the supplier.

This guarantee shall be valid up to 65 months from the date of satisfactory installation of the equipment i.e. up to --
----- (indicate date).

.....
(Signature with date of the authorized officer of the Bank)
.....
Name and designation of the officer
.....
..... Seal,
name & address of the Bank and address of the Branch

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:

<https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.
- As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
- The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- Bidder should take into account any corrigendum published on the tender document before submitting their bids.

- Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- 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. Any deviations from these may lead to rejection of the bid.
- Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG Tender No.:.....
Formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 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.
- The documents being submitted by the bidders would be encrypted using PKI encryption all techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key.
- Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid Tender No.....Summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk number 0120-4200462, 0120- 4001002.

TECHNICAL SPECIFICATION**Table 1****Types & Specifications of Medical Gases Cylinder for Refilling**

S.No.	Item type	Description/ specifications
1	Oxygen (O ₂) Bulk Cylinder, D Type	Should have working pressure 15 ⁰ C: 150kgf/cm ²
2	Nitrous Oxide (N ₂ O) Bulk cylinder, D Type	Should have Minimum Capacity: 30 kg over and above tare weight (51 kg with necking) of cylinder having 46.7 litre water capacity
3	Carbon Dioxide (CO ₂) Bulk cylinder, D Type	Should have Minimum capacity of 30 kg over and above tare weight (51 kg with necking) of cylinder having 46.7 litre water capacity
4	Oxygen (O ₂) B Type cylinder	Should have working pressure at 15 ⁰ C: 150kgf/cm ²
5	Oxygen (O ₂) A Type cylinder pin index 2, 5 (5 Ltr.)	Should have working pressure at 15 ⁰ C: 150kgf/cm ²
6	Nitrous Oxide (N ₂ O) A Type cylinder pin index 3, 5 (5 Ltr.)	Minimum: 1.5 kg over and above tare weight of 3.42 kg of cylinder having 4.6 litre water capacity.

Table-2

S. No.	PARTICULARS
1	Painting D- type Cylinder of AIIMS Cylinder
2	Painting B-type Cylinder of AIIMS Cylinder
3	Valve replacement Medical Oxygen/Nitrous Oxide/Carbon dioxide D-Type Cylinder of AIIMS Cylinder
4	Valve replacement Medical Oxygen/Nitrous Oxide B-Type Cylinder of AIIMS Cylinder
5	Valve Spindle of AIIMS Cylinder
6	P.T.F.E Washer of AIIMS Cylinder
7	Drill out broken/damaged spindle
8	Drill out broken/damaged valve
9	Brass Nut Nitrous Oxide pig tail
10	Brass Nut of Oxygen pig tail
11	Replacement of D type Oxygen/ Nitrous Cylinder of contractor
12	Replacement of B type Oxygen/ Nitrous Cylinder of contractor
13	Rent per Cylinder/per day which will be charged after 3 months from the date of receiving of refilled cylinders, in case the buyer keeps cylinder with them (applicable only for contractor's cylinder)

1) Care and maintenance of Medical gas cylinders:

- a) Rates of maintenance as in table - 2 **Annexure-I**
- b) A detailed inspection of the empty cylinders will be carried out by the contractor on receipt of the same at AIIMS Rishikesh. In the event of any fitting and spares including valves, caps etc. found damaged or missing irrespective of the facts, damage or loss occurred at AIIMS Rishikesh, the contractors are required to repair the damage/missing parts when cylinders are returned to them for refilling at AIIMS Rishikesh. For the purpose of payment, contractor shall submit list of the damaged parts before collecting the empty cylinders.
- c) Rectification of defects of cylinders belonging to AIIMS Rishikesh: In the event of cylinder is given to the manufacturer/distributor for rectification of defects, the manufacturer/distributor will ensure that the defects are attended immediately without delay.
- d) No extra payment will be made to the contractor on account of damage/theft of cylinders, fittings spares, valve caps etc., during transit of cylinders belonging to the contractor.
- e) Cylinders of all type of gases are required to be tested (dissolved acetylene tested or hydraulically tested) periodically as per the gas cylinders Rule-1940. Responsibilities to ensure compliance with the relevant rule(s) will rest with the bidder who will carry out necessary examination/hydraulic test, as the requirements may be. No extra price will be paid to the bidder for company's (their) cylinder. A copy of the test report should also be provided to the AIIMS Rishikesh.
- f) All gas cylinders are required to be painted as and when required with the appropriate color codes as specified in the gas cylinders Rule-1940. Responsibility for compliance with these tests will rest with the bidder who will carry out painting of cylinders as per the requirement may be under the rules. In the case of Company's cylinder, no extra cost will be paid for this purpose.
- g) Reimbursement of cost for replacement of cylinders belonging to bidder, lost or returned in irreparable conditions by AIIMS Rishikesh, shall be extra and charges for the same should be quoted extra.
- h) No hiring charges/rent will be claimed by the firm/ bidder for the gas cylinders returned to them within a period of three months from the date of receipt of refilled cylinders in AIIMS Rishikesh Manifold Room. The hiring charges beyond three months' loan period shall be quoted separately.
- i) As the firm is to ensure the fitness of the cylinder prior to the refilling to the required pressure, they shall be required to undertake internal examination and hydraulic testing of all the cylinders, but prior information is to be provided to In-charge Manifold, AIIMS Rishikesh.

- j) In the event of contract oxygen/compressed air cylinders of AIIMS Rishikesh cylinder are returned in a condition that necessitates degreasing (to be decided by Officer In-charge Medical Gas Manifold store), the rates should be quoted separately.
- k) Once the cylinder supplied by bidder becomes empty, it will be their sole responsibility to collect empty cylinders immediately after they are informed, irrespective of the fact the cylinder belongs to bidder or to AIIMS Rishikesh. No rental or extra charges will be paid for empty cylinders lying in AIIMS Rishikesh after they are informed.
- 2) Tenders should be quoted only by the actual manufacturer or their authorized dealer/ distributor, who are currently authorized by the manufacturer to supply the said refilling service for the entire contract period. The bidder is required to submit their authorization letter in support of their authorization by the manufacturer.
- 3) If the bidder is an authorized distributor, he will have to submit demand and supply Voucher/ bills, for refilling of cylinders from the source of oxygen manufacturer every time to the satisfaction of Officer In-charge Medical Gas Manifold store.
- 4) The Medical Grade Oxygen & Nitrous Oxide in cylinders should conform to specification IP (Indian Pharmacopoeia) standards. **(Certificate to be submitted)**
- 5) Manufacturer license for production of medical gases (oxygen and nitrous oxide IP) & Carbon dioxide from concern appropriate government institution. **(Certificate to be submitted)**
- 6) Firm must have registration certificates with validity of applicable drug license.
- 7) Bidder should have in house facility for regular testing (Photos to be attached) & certification Hydraulic pressure tests etc., Certificate from CCOE Nagpur for filling, storage of compressed gases in addition to required license for transportation of medical gas cylinders.
- 8) Compressed gas cylinders under explosives Act 1981 (Certified by CCOEA Nagpur), expenditure for testing & certification will be borne by manufacturer/ authorized distributor of manufacturer.
- 9) Dedicated gas cylinders should be used for medicinal gases. These cylinders are specially treated to fill medical grade gases.
- 10) Guarantee Certificate: - The gases supplied under this tender shall be deemed to bear a warranty of the contractor against deterioration, defective material, workmanship and performance for a period of 12 months from the date of receipt by stores at AIIMS Rishikesh. If during this period the stores supplies are found defective in performance or deteriorated, the contractor shall be responsible for all consequences.
- 11) The contract shall remain in force for **Two years**.
- 12) Refill and supply including transportation

- a) Rates shall be quoted for refill and supply of medical gases at consignee site, i.e. at AIIMS Rishikesh.
 - b) Refilled Gas cylinders shall be supplied by the manufacturer/ authorised distributor of manufacturer depending on the day-to-day demand of Hospital (AIIMS Rishikesh).
 - c) The manufacturer/authorized distributor will maintain filled cylinder stock for 15 days, of both types, type B and type D cylinders, including AIIMS Rishikesh cylinder, based on daily consumption, at all points of time, which will be informed at the time of contract, failing which a penalty may be imposed at the rate of 5 % of gas refilling price, per cylinder, per day.
 - d) Refill & supply of gases to AIIMS Rishikesh, is a contract of regular and continuous nature, hence it is necessary that empty cylinders once received by the contractor, are serviced, filled and supplied as soon as possible. The bidder should refill the oxygen gas preferably within 24 hrs from receive of empty cylinder/ from receive of order for refilling, as the case may be, but not later than 48 hrs, CO2 gas within 5 day and nitrous oxide within 07 days from the receipt of intimation.
 - e) The bidder should have suitable arrangements for oxygen gas to emergency supplies within 6 hours from the receipt of intimation and round the clock service.
 - f) Random sampling will be done at the Institute and pilferage or less quantity will be recovered at penal rate i.e. half of the supply rate.
 - g) Supply (Transportation) rate should include loading and unloading charges including any type of labour cost or any other charges. This will be applicable for cylinders provided by AIIMS Rishikesh and the manufacturer's/ bidder's own cylinder. Any other taxes/duties payable, should be mentioned clearly and separately. Any taxes/duties, if applicable, shall be payable only for procured goods/ services, and shall be payable at prevailing rates.
 - h) It will be the sole responsibility of the manufacturer/ authorised dealer/ distributor of manufacturer to refill and supply the cylinder within stipulated time frame, otherwise, the Institute may impose penalty at the rate of **5% of gas refilling price, per cylinder, per day.**
- 2) It will be preferred if manufacturer/vendor has provision for tracking medical oxygen cylinder in upstream and downstream movement.
- 3) The rates quoted to AIIMS Rishikesh should be justified as the lowest rate in comparison to any Govt. or Pvt. Hospital in India. The bidder has to justify that the price quoted for AIIMS Rishikesh is lowest and they have not supplied same item at the price lower than the price quoted for AIIMS Rishikesh. To enable daily supply, it will be binding on the supplier to maintain adequate stock of relevant Gas Cylinders as per the requirement

of the Institute, failing which, a penalty, at the rate of 5 % of gas refilling price, per cylinder, per day. If the delay in supply continues for 3-4 times, the contract is liable to be terminated by serving (1) One Month's prior notice. Consequently, the Performance Security Deposit shall be forfeited and the Agency/Contractor may be blacklisted/Debarred.

- 4) The contractor shall ensure the exact (correct) quantity of medical gases as specified, which is being supplied after proper calibration of Cylinders, which shall be arranged by him, failing which, the supply will be rejected. All disputes shall be subject to the jurisdiction of competent courts & Forums in Uttarakhand only.
- 5) The record of supply and refilling shall be maintained by the both the parties (Supplier & Purchaser) through the Indian Note/Supply Instruction and all entries should also be maintained in the respective Controlling Department Registers, so that during cross examination of the Supplier Agency's Payment Claim, which is duly approved and forwarded for payment by the Controlling Department Authority (Manifold Department), the required data shall be provided to the Stores/Accounts/Finance Department with all the required relevant details on account of supply and refilling (if required on demand) and Payment Claim of the supplier shall be released by the AIIMS Rishikesh on monthly payment basis during the Concurrency of the Rate Contract period.
- 6) Proper record of day to day Medical Gases supply with instructions issued by the Competent Controlling Authority/Department (ie. Manifold Department, AIIMS Rishikesh) should be maintained and produced as and when required.
- 7) Distributor/bidder should have minimum three years' experience of supply of medical gas cylinder to at least two hospitals each with a bed capacity of more than 400 beds.

Details of existing contract for supply of medical gas cylinders to the hospital(s) with a bed capacity of more than 400 beds.

Proof of demand and supply of medical gas cylinders to hospital(s) in terms of vouchers, during the period of last financial year.

Note:

Bidder has to comply with Order No. P-45021/2/2017-PP(BE-II), dtd 4th June,2020 issued by Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (Public Procurement Section)

Revision Regarding –Public Procurement (Preference to Make in India), Order 2017.

Copy of order is attached herein for reference.

No. P-45021/2/2017-PP (BE-II)
Government of India
Ministry of Commerce and Industry
Department for Promotion of Industry and Internal Trade
(Public Procurement Section)

Udyog Bhawan, New Delhi
Dated: 04th June, 2020

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

Subject: Public Procurement (Preference to Make in India), Order 2017– Revision; regarding.

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 2, 3, 5, 9(a), 9(b) and 10(b) modified and Para 3A added] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018 and Order No.P-45021/2/2017-B.E.-II dated 29.05.2019, hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017" dated 04.06.2020 effective with immediate effect.

Whereas it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

Now therefore the following Order is issued:

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this Order.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.

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'*Non - Local supplier*' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Order.

'*L1*' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'*Margin of purchase preference*' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

'*Nodal Ministry*' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'*Procuring entity*' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'*Works*' means all works as per Rule 130 of GFR- 2017, and will also include '*turnkey works*'.

3. Eligibility of 'Class-I local supplier' / 'Class-II local supplier' / 'Non-local suppliers' for different types of procurement

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure. Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

3A. Purchase Preference

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.

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(b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

(d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

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4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
5. **Minimum local content:** The local content requirement to categorize a supplier as 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local supplier' shall be as defined in the Para "2" of the Order. No change is permissible on this account. However, if any nodal Ministry/ Department finds that for any particular item, pertaining to their nodal ministry/department, the definition of Local Content, as defined in the Order, is not workable/ has limitations, it may notify alternate suitable mechanism for calculation of local content for that particular item.
6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
9. **Verification of local content:**
 - a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also 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 crores, the 'Class-I local supplier'/ 'Class-II 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.
 - 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 to the procuring entity.

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- d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
- e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
- f. False declarations will be in 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, in the manner prescribed under paragraph 9h below.
- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

10. Specifications in Tenders and other procurement solicitations:

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.

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- d. If a Nodal Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/ or other items relating to that Nodal Ministry. A copy of every instruction or decision taken in this regard shall be sent to the Chairman of the Standing Committee.
- e. For the purpose of sub-paragraph 10 d above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India."

10A. Action for non-compliance of the Provisions of the Order: In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

11. Assessment of supply base by Nodal Ministries: The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

12. Increase in minimum local content: The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

13. Manufacture under license/ technology collaboration agreements with phased indigenization: While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers 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.

14. Powers to grant exemption and to reduce minimum local content: The administrative Department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

- a. reduce the minimum local content below the prescribed level; or
b. reduce the margin of purchase preference below 20%; or

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- c. exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.

16. **Standing Committee:** A standing committee is hereby constituted with the following membership:

Secretary, Department for Promotion of Industry and Internal Trade—Chairman
Secretary, Commerce—Member
Secretary, Ministry of Electronics and Information Technology—Member
Joint Secretary (Public Procurement), Department of Expenditure—Member
Joint Secretary (DPIIT)—Member-Convenor

The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

17. **Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee
 - a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
 - b. shall annually assess and periodically monitor compliance with this Order
 - c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
 - d. may require furnishing of details or returns regarding compliance with this Order and related matters
 - e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
 - f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
 - g. may consider any other issue relating to this Order which may arise.

18. **Removal of difficulties:** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.

.....Contd. p/8

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19. **Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.
20. **Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.



(Rajesh Gupta)

Director

Tel: 23063211

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

Sl. No.	Name and address of the Organization; Name, Designation, and contact no., Telephone/Fax no. of the officer concerned	Basic details regarding the existing contract	Value of Contract (in Rs.)	Contract period- from (dd/mm/yy)	Contract period- to (dd/mm/yy)
A					
B					
C					
	Additional Information, if any-				

FINANCIAL BID FORMATTo be filled in BoQ only**ANNEXURE-H****PRICE BID FORM**

To,

Administrative officer,
AIIMS, Rishikesh.

Dear Sir,

1. I/We have submitted the quotation for enquiry against (AIIMS Rishikesh Tender Enquiry No. F. No 24/RC/RT/.../Medical Gases/2020-RISH (ADMN)).
2. I/We have thoroughly examined, understood and accepted the Terms and Conditions given in the enquiry document, failing which my quotation will be rejected out rightly.
3. I/We hereby offer to give supply at the following rates.

COMPARATIVE CHART FOR SUPPLY AND REFILLING OF MEDICAL GASES

Sl. No.	Description of schedule of requirement as mentioned		Quantity (per unit cylinder)	Cylinder type/ Specification/ Gas carrying capacity	Basic price for Refilling of medical gases (per unit)(in INR)	Total Cost/ cylinder (in INR) (A)	Other charges (including Transportation, loading/unloading and staking per unit in Rs.) (B)	GST in % (C)	Total (A+B+C)
	Item	Description							
(1)	(2)		(3)	(4)	(5)	(6)	(7)	(8)	(9)
1	Oxygen (O ₂) Bulk Cylinder, D Type	Should have working pressure at 15° C: 150kgf/cm ²	1	D/46.7 litres/7.1m ³	/m ³				
2	Nitrous Oxide (N ₂ O) Bulk cylinder, D Type	Should have Minimum Capacity: 30 kg over and above tare weight (51 kg with necking) of cylinder having 46.7 litre water capacity	1	D/46.7 litres/30kg	/kg				

3	Carbon Dioxide (CO ₂) Bulk cylinder, D Type	Should have Minimum capacity of 30 kg over and above tare weight (51 kg with necking) of cylinder having 46.7 litre water capacity	1	D/46.7 litres/30kg	/kg				
4	Oxygen (O ₂) B Type cylinder	Should have working pressure at 15 ⁰ C: 150kgf/cm ²	1	B/10 litres/1.5m ³	/m ³				
5	Oxygen (O ₂) A Type cylinder pin index 2, 5 (5 Ltr.)	Should have working pressure at 15 ⁰ C: 150kgf/cm ²	1	A/4.6 litres/0.75m ³	/m ³				
6	Nitrous Oxide (N ₂ O) A Type cylinder pin index 3, 5 (5 Ltr.)	Minimum: 1.5 kg over and above tare weight of 3.42 kg of cylinder having 4.6 litre water capacity.	1	A/4.6 litres/1.5kg	/kg				
Total overall price offered by the bidder (A+B+C = D)									

Note:

Cost of each item will be decided on the basis of combined cost of (A)+ (B)+ (C) =(D).

However, for L1- Bidder quoting lowest price for any three items out of six will be considered and shall have to match the lower rates for rest of the items quoted by other bidders.

1. The bidder may submit the sample of quoted Item/equipment/consumable for Technical evaluation, to AIIMS Rishikesh, when asked. Failure to submission of sample may results into their ineligibility for further process of tender.

Annexure-I		
S. No.	PARTICULARS	Rates per Cylinder unit
1	Painting D- type Cylinder of AIIMS Cylinder	
2	Painting B-type Cylinder of AIIMS Cylinder	
3	Valve replacement Medical Oxygen/Nitrous Oxide/Carbon dioxide D-Type Cylinder of AIIMS Cylinder	
4	Valve replacement Medical Oxygen/Nitrous Oxide B-Type Cylinder of AIIMS Cylinder	
5	Valve Spindle of AIIMS Cylinder	
6	P.T.F.E Washer of AIIMS Cylinder	
7	Drill out broken/damaged spindle	
8	Drill out broken/damaged valve	
9	Brass Nut Nitrous Oxide pig tail	
10	Brass Nut of Oxygen pig tail	
11	Replacement of D type Oxygen/ Nitrous Cylinder of contractor	
12	Replacement of B type Oxygen/ Nitrous Cylinder of contractor	
13	Rent per Cylinder/per day which will be charged after 3 months from the date of receiving of refilled cylinders, in case the buyer keeps cylinder with them (applicable only for contractor's cylinder)	

(Rates for Annexure-I to be filled in separate PDF file and to be uploaded under financial bid cover in Portal)

Bidders are required to sign “Bid Security Declaration” as per format given in Annexure- (J)

Annexure- J

Bid Security Declaration Form

Tender Ref. No.

To (Mention full name and address of the purchaser)

I/ We, the undersigned, declare that:

I/ We understand that bids must be supported by a Bid Securing Declaration. Therefore, I/ We accept that I/ We shall be disqualified / suspended from bidding for any contract with you for a period of (1/2/3) years* from the date of issue of any such notification if I am/ We are in a breach of any such obligation under the bid conditions that can impair Bid Security by any means, viz.

1. If I/ We withdraw/ modify/ amend/ impair or derogate from our bid(s) during the bid validity period.
2. If, at any stage, it is found that any information/ document provided by me/ us is false or incorrect.
3. If, at any stage, it is found that I / We have submitted more than one bid for the same/ similar tendered item(s).
4. If I/ We get notified that my/our bid is accepted but I/ we fail/deny/refuse to execute the contract as specified under this tender and/ or if I/ We fail to furnish you with the Performance Security Deposit in accordance with the instructions given in the bid document.

Signature with stamp:

(signature of the person whose name and capacity is shown below) -
.

In the capacity of:

(Legal capacity of the person signing this Bid Security Declaration) -
...

Name:

(Full name of the person signing this Bid Security Declaration) -
...

Designation:

(Designation of the signing authority in their Firm) -

...

Address:

(Complete address of the signing authority) -

.....

Bidding Firm Name

with full address:

(Full name and address of the bidding Firm) -

.....

Date & Place:

(Date & place of signing this declaration) -