

All India Institute of Medical Sciences

Veerbhadra Marg, Pashulok,

Rishikesh-249203



Tender document for Rate Contract for the supply of Medical Liquid Oxygen AIIMS Rishikesh

Ref. No.	:	24/RT/RC/LMO/639/2022-RISH (ADMN)
Publishing Date	:	05-01-2023
Pre-Bid Meeting	:	13-01-2023 at 03:00 PM
Bid Submission Start Date	:	15-01-2023
Last Date of Bid Submission	:	31-01-2023 upto 03:00 PM
Bid Opening	:	01-02-2023 at 03:30 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 of Medical Liquid Oxygen at AIIMS Rishikesh

Dated: 05-01-2023

1. E-tenders on Two Bids (Technical & Financial) basis are invited on behalf of the Director, All India Institute of Medical Sciences, Rishikesh from interested and eligible bidder should be a primary manufacturer of liquid medical oxygen through air liquefaction process having at least more than two manufacturing unit anywhere in India for supplying of medical liquid Oxygen on rate contract basis for a period of 3 years. (Based on the service provided by the service provider) at AIIMS Rishikesh. AIIMS Rishikesh has storage capacity of 30 KL LMO tank, which requires six refill supply with 15 ton LMO tanker per month.

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. Hard Copy of tender fee & EMD etc. must be delivered to AIIMS Rishikesh on or before last date/time of Bid Submission as mentioned above. Bid without tender fee will be summarily rejected. Scanned copy of Tender fee should be attached with technical bid.

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 stamped by authorised signatory and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

The offers submitted by Telegram/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 enclosed 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 deviation.

10. The pre bid conference would be held 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.

Sr. procurement Cum Stores Officer
AIIMS, Rishikesh.

NOTICE INVITING TENDER
FOR
for medical liquid Oxygen

The Director, AIIMS, Rishikesh invites online tenders under Two-Bid system from manufacturer/ distributor/ sole agent, having capacity to provide consumables to be procured for AIIMS, Rishikesh for a period of three years through open tendering system..

Name of work & file reference	(T. No 24/RC/LMO/ /2022-RISH (ADMN) Rate Contract for Liquid Medical at AIIMS Rishikesh	Remarks
Tender cost (in Rs.)	Nil	
EMD/Bid Security (in Rs.)	Rs.2,62,000/-	In the form of FD, BG, TD, CD
Turnover	Rs. 5.20 Crores	Average of annual turnover for last three FY (2019-20, 20-21, 21-22)
Security Deposit	<u>03% of Annual value of contract</u>	In the form of FD, BG, TD, CD

Last date for submission/receipt of tender(s) is up to _____ at _____ and technical bids will be opened by the Tender Committee in the presence of tenderers or their authorized representatives who wish to be present on _____ at _____ in the Tender Office All India Institute of Medical Sciences, Rishikesh. In case, any holiday falls on the day of opening, the tenders will be opened on the next working day at the same but the tender box will be sealed on same day and time, as scheduled above. The tenders received after the above said scheduled date and time will not be considered. No tender by fax will be entertained.

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.
- Bidder has to select payment option as “offline” to pay tender fee as applicable and enter details of instrument.
- 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.

Note:

As per clarification sought from ministry of MSME vide F.no.21(11)/2018- MA dated 31st December 2018, “Traders/Sole Agents/ Distributers are excluded to avail the facilities/ Benefits extended under the Public Procurement for Micro and Small Enterprises (MSMEs)

Ref: As circulated in Office Memorandum No. F.No.22(1)/2012-MA dated 24th October, 2016 in FAQs, Question No. 18.

Conditions of Contract

(A) General terms and conditions

1. All duly filled/completed pages of the tender document 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.
2. Any omission in filling the columns of Financial Bid form (Schedule of Rates) shall debar a tender from being considered. Rates should be filed 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.
- **Bid Security:** -The bidder shall pay the respective amount of Bid Security (EMD) as mentioned in Table-I along with the Technical Bid by way of demand draft/FD/TD/CD in favour of "AIIMS, Rishikesh" drawn on any Nationalized Bank/ Scheduled Bank and payable at Rishikesh and must be valid for (6) six month. Bids received without tender fees and Earnest Money deposit (EMD) shall stand rejected and thus shall not be considered for evaluation etc. at any stage. The original EMD will be put in cover containing with Technical bid.
 - (i) 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.
 - (ii) 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.
 - (iii) Earnest Money deposited with AIIMS, Rishikesh in connection with any other tender enquiry even if for same/similar material / Stores by the tenderer will not be considered against this tender.
 - (iv) 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.
 - (v) EMD is required to protect the purchaser against the risk of Bidders conduct. The EMD will be forfeited if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to the notice that the information/ documents furnished in its tender is incorrect or false.
 - (vi) The bid security (EMD) without interest shall be returned to the unsuccessful bidders.
 - (vii) The EMD/PBG shall be forfeited if the 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.
3. Bidders are not allowed to submit more than one bid for same/similar tendered item else all his bids shall be cancelled thereby resulting in disqualification in addition to suspension for one year.
4. Bid shall be valid and open for acceptance by competent authority of AIIMS Rishikesh for a period of 180 (one hundred eighty) days from published date of opening of tenders and no request for any variation in quoted rates and / withdrawal of tender on any ground by bidders shall be entertained. unilateral **withdrawal** at any stage will cause suspension of one year in addition to any remedy that purchaser may have under law.
5. To assist in the analysis and evaluation of bids, the Competent Authority, may ask bidders individually or jointly for clarification of their bids. The request for Clarification and the response shall be in writing but no change in the price or material/ substance of the bid offered shall be permitted.

6. After evaluation, the work shall be awarded normally to the Agency fulfilling all the terms and conditions of the contract and who has quoted the lowest rate as per financial bid after complying with the all relevant Acts / provisions as stated / referred for adherence in the tender document.
7. The competent authority of AIIMS, Rishikesh reserves all rights to accept or reject any/ all tender(s) 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 over the website of the Institute. No representation will be considered after pre-bid meeting and bidders may address their queries only in pre-bid meeting. AIIMS, Rishikesh also reserves the right to reject any bid which in its opinion is non-responsive or violating any of the conditions/specifications without any liability or any loss whatsoever.
8. Tender must be submitted in the prescribed format otherwise tender may be cancelled straightway.
9. The tender form is not transferable.
10. Canvassing in any form is strictly prohibited and the tenderers who are found canvassing in any form are liable to have their tenders rejected out rightly.
11. It is required from all concerned, namely the Bidders/Suppliers, to observe highest standard of ethics during the process of procurement and execution of this Tender.
12. 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.
13. 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.
14. Where the specifications are as per tenderer's range of products, the tenderer's offer should mention that the item meets all specifications as per the tender enquiry and if there are improvements/deviations the same should be brought out to the notice of the competent authority on separate Letter Head of the firm. It would be at the discretion of the competent authority of the institute to accept or reject such deviations which are not in conformity with required.
15. It must be mentioned clearly whether bidder is a manufacturer for the item for which he is quoting.
 - a. *Manufacturer* must add a certificate that item(s) is manufactured by them as per range of products.
 - b. *Sole Manufacturers* must add a certificate that they are the sole manufacturer of the Item for which they are quoting in this tender enquiry & item is /are their proprietary Item in India. The rate certificate is also required from the sole manufactures that the Rates quoted are the same as they quote to other State/Centre Govt./reputed Private Organisation and DGS&D rate for the similar item(s) and these are not higher than those quoted by them.
16. The bidders should furnish a copy of GST/S.T. /C.S.T./VAT registration number, the State / U.T. of registration and the date of such registration. Tenders not complying with this condition will be summarily rejected.

17. **Turnover provisions:** -

- a. The tenderers should submit along with the tender, a certified photo state copy of the last three years Annual Accounts with Audited 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 (in evaluation of Technical bid) and will be declared disqualified in technical evaluation.
- b. 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.
- c. In case of supplier is an Indian Agent, the firm can submit copies of purchase orders issued in favour of firm (*As the payment is made through LC directly to foreign manufacturer and equipment payment does not exist in the book of account of the supplier*) in support of its turnover whatever amount is getting short. (iv) 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.

18. 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. The tenderer must also mention whether the goods are imported / indigenous. Descriptive literature / catalogues must be attached with the tender in original, failing which, bidder may be disqualified.

19. **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.

20. **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.
- (III) The supplies to be made under this supply order (contract) shall, if reasonably possible continue during arbitration proceedings and no payments from or payable by the Institute shall be withheld on account of such proceedings except to the extent which may be in dispute.

21. 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.
22. **Liquidated damage/demerge:** - The time for the date of delivery/ dispatch stipulated in supply order shall be deemed to be the essence of the contract and if the supplier fails to deliver any consignment within the period prescribed for such delivery in the supply order, liquidated damages may be deducted from the bill @ 0.5% per week subject to maximum of 10% of the value of the delayed goods or services under the contract. The competent authority of the institute may also cancel the supply at the cost & liability of the supplier. In such a case, bid security of the supplier shall stand forfeited.
23. **Legal Jurisdiction:** -The Courts at Rishikesh/ Dehradun alone and no other Court will have the jurisdiction to try the matter, **in case of** dispute or reference between the parties arising out of this tender/supply Order/contract.

Applicable Law:

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.

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). Appeal against the decision of the DDA may be filed before the Director, AIIMS Rishikesh and his decision shall be final and binding upon both the parties.

I / We hereby accept the terms and Conditions given in the tender

(Signature & Stamp of the bidder)

Note- Please sign each page of document including terms & conditions & tender

Appendix to Information to Bidders:

Local content policy:

- a. Purchase Preference for Evaluation: The Purchaser reserves the right to give the price preference to small-scale sectors etc. and purchase preference to central public sector undertakings as per the instruction in vogue while evaluating, comparing and ranking the responsive Bids.
- b. Purchase Preference to Local Suppliers: In pursuance of Government of India Order No. P-45021/2/2017-B.E.-II dated 29th May, 2019 and F.No.: Z. 28018/67/2017-EPW dated 12th June 2018 purchase preference shall be given to local suppliers in all procurements undertaken in the manner specified hereunder and the procurement shall be made as per terms and conditions contained in the said order.
- c. Minimum local content: The minimum local content shall as per Government of India Order No. P-45021/2/2017-PP (B.E.-II) dated 16th September, 2020 and related earlier orders, till the Nodal Ministry prescribes a higher or lower percentage.
- d. Margin of Purchase Preference: The margin of purchase preference shall be 20%. The Local supplier whose quoted price falls in the margin of purchase preference desirous of claiming benefit of the Order No. P-45021/2/2017-PP (B.E.-II) dated 16th September, 2020 shall submit an undertaking within 7 days of opening of financial bid, that he would be ready to supply the product at L1 price. In case of non-receipt of the same, he would not be given purchase preference.
- e. The bidders are required to submit the following annexure in compliance of public procurement (Preference to Make in India) order, 2020: i) Affidavit of self-certification regarding local content (to be provided on Rs. 100/- stamp paper) Annexure-III. of financial bid, that he would be ready to supply the product at L1 price. In case of non-receipt of the, he would not be given purchase preference.
- f. All other terms & conditions will be as per the Department of Industrial Policy and Promotion (DIPP) order No. P-45021/2/2017-PP (B.E.-II) dated 16th September, 2020.

Relaxation for Start-ups:

All other terms & conditions will be as per the Department of Expenditure, Ministry of Finance D.O. letter No.12(11)/2017-SI dated 22.06.2017 and Clause 03 of Department of Industrial Policy and Promotion (DIPP) O.M. No.F.2012/02/ 2014-PPD (pt.) dated 20.09.2016.

Brochure, original technical catalogue with detailed specification and picture of the product offered, if relevant.

(B) 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. **Payment terms:** - The payment shall be made to the supplier on the satisfactory receipt of the goods ordered. 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.
4. **L1 Clause:** L1 firm will be decided on the basis of the lowest unit rate quoted by the firm.

NO DEMURRAGE / WHARFAGE CHARGES WILL BE PAYABLE BY THE INSTITUTE UNDER ANY CIRCUMSTANCES. NO ADVANCE PAYMENT WILL BE PAYABLE FOR CUSTOM CLEARANCE/ FREIGHT/INSURANCE ETC

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

I / We hereby accept the terms and Conditions given in the tender

(Signature & Stamp of the bidder)

Rate Contract for the supply of Liquid Medical Oxygen

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. (Please attach scanned copy of PAN card of firm)	
7.	GST Registration Number. (Please attach copy)	
8.	Please attach certified copy of last three year’s Income Tax Return.	
9.	Turnover a. Please attach balance sheet (duly certified by Chartered Accountant) for last three (3) years (average minimum turnover per year for last three years should not be less than Rs. 520 lacs . Submit last three year’s turnover statement duly certified by the Chartered Accountant in the format shown in Annexure- A). 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. c. Indian Agent can submit its copy of POs of LC cases, in support of its amount getting short in required turnover. 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>)	
10.	Please provide a notarized affidavit on non-Judicial stamp paper of Rs. 10/- in the format given in Annexure-1 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 three years. If you don’t fulfil this criterion, your tender will be out rightly rejected.	
11.	Please submit a notarised affidavit on 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.	
12.	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>	
13.	Please submit a notarised affidavit for miscellaneous declarations on Non Judicial stamp paper of Rs. 10/- <u>in the format as given in Annexure- 4.</u>	
14.	Have you previously supplied these items to any government/ reputed private organization? If yes, attach the relevant poof. (Copy of Invoice)	
15.	Please submit Two performance certificate from your two different customers to whom you have supplied such type of consumables in previous 3 years	
16.	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.	

TECHNICAL SPECIFICATON: SUPPLY CONDITIONS AND STORE QUANTITY

SUPPLY OF MEDICAL GASES AS UNDER:

SCHEDULE OF WORK : Schedule work – 3 years,

AIIMS Rishikesh has storage capacity of 30 KL LMO tank, which requires approximately six refill supply with 15 ton LMO tanker per month. p; Tender is invited for supply of Medical Liquid Oxygen Required for AIIMS Rishikesh for AIIMS LMO tanks for the period of three years.

Total Requirement 6,50,124 m³/year

TERMS & CONDITIONS OF SUPPLY OF GASES

1. Bidder should be a primary manufacturer of Liquid Medical Oxygen through Air Liquification Process having at least more than two manufacturing units anywhere in India.
2. Rate should include loading and unloading charges at factory site as well Institute site. Separately any other taxes/duties payable should be clearly mentioned. The Institute shall bear any increase in the statutory taxes/duties (such as excise duty) only on the finished goods/product, which may become livable at a later date during the period of contract. However, the Institute shall be entitled to the benefit of any decrease in the price on account of reduction or remission of excise duty, sales tax or any other statutory tax or duty which takes place during the period of contract. The agencies shall clearly specify the sales tax to be changed from the Institute.
3. Rates shall be quoted for supply of medical gases F.O.R AIIMS, Rishikesh.
4. Rates of spares and services should be mentioned separately.
5. (a) Reference temperature for oxygen gas shall be 27°C.
(b) Mode of measurement 1Kg=0.77M³
6. The prices applicable to this contract quoted in this tender will remain firm during the period of contract.
7. The vendor should have drug licence for supply of Medical Gas.
8. The rates quoted shall be for supply of medical gases only.
9. Specifications: - The supply shall confirm to specified codes (latest edition).
A. Medical Oxygen IP-2014
10. Supply of gases under the contract to AIIMS, Rishikesh being of a regular and continuous nature.
11. Random sampling will be done at the Institute and pilferage or less quantity will be recovered at panel rate i.e. double the supply rate.
12. The quantity of gases can be increase or decrease, as per requirement of this office and no

claim whatsoever will be entertained on this accounts.

13. The material should be supplied to the manifold room, AIIMS, Rishikesh within 24 hours from the first delivery call from the In Charge Manifold Room.

14. Failure to delivery within 24 hrs may invite late delivery charges.

15. In case, the second party fails to supply the material as per requisition, penalty will be imposed @0.5% of supply of a particular day. If supply is delayed more than 12 hours (beyond the prescribed time mentioned above) during any day will be considered as one day. The penalty will be deducted from the bill of the same day supply

16. In case of increase of frequency of persistence of fall on the part of the firm such kind of action, the action as deemed fit (debar/blacklist) will be taken against the supplier.

17. Manufacturer's plant should not be more than 250 kms road distance from AIIMS, Rishikesh. He should provide road path in a proper google map.

18. The firm quoting for tender should primary manufacturer of Liquid Medical Oxygen (LMO) through Air Liquefaction process.

19. Firm quoting for LMO should have a valid drug license & should be following testing process as per **Indian Pharmacopeia IP – 2014**.

20. Manufacturer should not be a blacklisted entity in last two years.

21. The firm quoting for gases need to quote for Liquid Medical Oxygen (Net Price) per cubic meter.

22. Medical Gases should be supplied as per IP 2014 standards.

23. The Weighment of transport of vessel before and after decanting should be done in the Presence of authorized person of the institute at mutually agreed authorized weighting Bridge or dharamkanta in Rishikesh and weighing charges at weigh bridge will be paid by the vendor.

24. ISO/WHO License or other equivalent quality certificate for manufacturing of gases should be provided by the vendor.

25. Firm quoting for Liquid Medical Oxygen should have minimum audited annual turnover of INR 520 lacs.

26. Supplier should be supplying to minimum 2 Government Hospitals in India & valid documents from any one of them to be produced.

27. Shall be a reputed firm with an experience of 5 years with their own, manufacture, Maintenance & transport of Liquid Medical Oxygen.

28. The firm should provide documentary evidence regarding the following:

- a. Having multi-manufacturing unit & may not be dependent on one unit only.
- b. Total Production capacity of gases per day in tons (100 tons per day approx.).
- c. The infrastructure regarding quality control and analysis facilities to test the composition of gases as per IP standards.

29. Supplier should ensure supply of oxygen in terms of Global Safety Standards.

30. Following specifications of LMO, vaporizer and regulator to be followed:

- a. Liquid Medical Oxygen: - As per Indian pharmacopoeia 2014.

- b. Should be certified for medical use as per IP 2014.
- c. Should not contain less than 99.6% V/V of oxygen.
- d. Should not contain more than 5ppm carbon monoxide
- e. The infrastructure regarding quality control and analysis
- f. Should not contain more than 30ppm carbon dioxide.
- g. Should be free of halogen.
- h. Should be free of moisture.

Note: Provide undertaking each time for compliance & each time LOT/ Batch no is filled

31. Vendor should provide e way bill with each delivery at the time supply.

32. Vendor should provide each time a certificate containing LOT/ Batch no., test/quality certificate, confirmation of certificate at prescribed standard and delivery challan.

33. Invoice will be processed for payment only after receiving it in physical form

Format for Affidavit of Self Certification regarding Local Content

(To be provided on Rs. 100/- Stamp Paper)

I _____ S/o.D/o,W/o _____,
Resident of _____ do hereby solemnly affirm and declare
as under.

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide order no. P-45021/2/2017-B.E.-II dated 15/06/2017.

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any authority so nominated by the Government of India for the purpose of assessing the local content.

That the local content for all inputs which constitute the said drugs has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms, based on Government of India for the purpose of assessing the local content, action will be taken against me as per Order No. P-45021/2/2017-B.E.-II dated 15.06.2017.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authorities:

- i. Name and details of the Domestic Manufacturer (Registered Officer, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued.
- iii. Medicine for which the certificate is product.
- iv. Procuring entity to whom the certificate is furnished.
- v. Percentage of local content claimed.
- vi. Name and contact details of the unit of the manufacturer.**
- vii. Sale Price of the product.
- viii. Ex-Factory Price of the product.
- ix. Freight, insurance and handling.
- x. Total Bill of Material.
- xi. List and total cost value of inputs used for manufacture of the medicine certificates from suppliers, if the input is not in-house to be attached.
- xii. List and cost of inputs which and imported, directly or indirectly.

(Name of firm/ entity)

Authorized signatory (To be duly authorized by the Board of Director)

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 15 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:

ANNUAL TURNOVER STATEMENT

(At the Letter Head of Chartered Accountant)

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.	2019- 2020
2.	2020- 2021
3.	2021- 2022

(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 Number:

Firm name-

Proprietor name

Signature (with stamp)

Date-

NOTARISED AFFIDAVIT

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

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 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.

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)

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)

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 enclosed)

NOTARISED AFFIDAVIT

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

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)

Annexure: 5

The bidder should submit related undertaking for Restrictions on procurement from bidders from a county or countries, or a class of countries under Rule 144 (XI) of the General Financial Rules 2017 in compliance of office OM no. 6/18/2019-PPD dated 23rd July 2020. Ministry of Finance Department of Expenditure, Public Procurement Division on the basis of following Certificate given below, on the company letter head duly signed by authorised signatory for this tender

Certificate for Tender

Tender no.: - _____

NIT name: - _____

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; and solemnly certify that we are not from such a county or, if from such a country, we are registered with the Competent Authority (copy enclosed). We hereby certify that we fulfil all requirement in this regard and are eligible to be considered."

AND

"We have read the clause regarding restrictions on procurement from a bidder of a county which shares a land border with India and on sub-contracting to contractors from such a country; and solemnly certify that we are not from such a county or, if from such a country, we are registered with the Competent Authority (copy enclosed) and we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Comps eat Authority. We hereby certify that we fulfil all requirement in this regard and are eligible to be considered."

It is to declare that if, our bid/offer is accepted by the purchaser, as per undertaking given by us as per aforementioned points on the basis of certificate are found to be false, in such case this would be a ground for immediate termination of our bid/offer and further legal action in accordance with the law to be initiating on us by the procuring entity i.e. AIIMS, Rishikesh.

[Signature with date, name and designation]

For and on behalf of M/s _____

[Name & address of the manufacturers]

MANUFACTURER's / PRINCIPAL's AUTHORIZATION FORM

(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 SECURITY

To

The Administrative Officer
All India Institute of Medical Sciences
Rishikesh,
Virbhadr Marg,
Rishikesh-249201

WHEREAS _____ (Name and address of the supplier) (Hereinafter called “the supplier”) has undertaken, in pursuance of contract 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 27 months from the date of satisfactory performance 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