

All India Institute of Medical Sciences

Veerbhadra Marg, Pashulok,
Rishikesh-249203



Rate Contract document for Supply of Medical Liquid Oxygen

AIIMS, Rishikesh

Ref. No.	:	24/RT/Gases/298(i)/2017-Rish(Admn)
Publishing Date	:	20/04/2018 at 9.00 AM
Pre-Bid Meeting	:	26/04/2018 at 3.00 PM
Bid Submission Start Date	:	30/04/2018 at 9.00 AM
Last Date of Bid Submission	:	14/05/2018 at 3.00 PM
Bid Opening	:	15/05/2018 at 3.30 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

**Rate Contract for Supply of Medical Liquid Oxygen
AIIMS, Rishikesh, Virbhadra Marg, Rishikesh, Dehradun
Dated:20/04/2018**

1. E-tenders in Two Bids (Technical & Financial) 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 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. The beds will be delivered to AIIMS, Rishikesh premises from time to time as per the supply orders.
 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 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.
 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 technical bid along with earnest money deposit and tender fee etc. must be delivered to AIIMS, Rishikesh on or before last date/time of Bid Submission as mentioned above.** The bid without EMD and tender fee will be summarily rejected.
 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 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 Administrative Officer on the AIIMS, Rishikesh website: www.aiimsrishikesh.edu.in. And other Central Government Procurement Websites (*subject to its access of AIIMS Rishikesh*).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 to all specification or have any variation.
 10. The pre bid conference would be held on **26/04/2018 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.

Sealed tender are invited for:-

1. Schedule for work---Purchase of medical liquid oxygen for 20,00,000 m³ for (one year).
2. Estimated cost: Rs. 1,54,00,00.00
3. Earnest Money: Rs. 3,06,000.00

INSTRUCTIONS TO THE TENDERERS

1. A copy of Tender Form with Annexure.
2. The detailed technical specifications/descriptions and quantity required (Annexure-I).
3. An Affidavit as per specimen copy is enclosed (Annexure-II).
5. Authority letter from Principal /manufacturer (Annexure-IV).
6. Format for bank Guarantee (Annexure-IV).
7. The Tender form along with Annexure I,II,III,IV should be returned intact duly filled and signed, Infringement of this condition shall render the tender liable to rejection.
8. The sealed tender should bear the Tender Enquiry No. AIIMS /Medical Gases/2017 on the preface of the envelope and it should be clearly scribed as Medical Liquid Oxygen Due on 15/05/2018.

TERMS AND CONDITIONS

1. (a) Tender should be sealed Unsealed tender will not be entertained and such tenders will be ignored straightway.
(b) Tender must be submitted on the prescribed Tender Form otherwise tender will be ignored straightway.
2. (i) Tender must be accompanied with an Earnest Money for a sum of Rs. 3,06,000.00 (Three Lakh Six Thousand only) in the name of Director, AIIMS, Rishikesh in the shape of either.

(a) Deposit-at-call Receipt.

(b) Terms Deposited Receipt.

Note: Earnest Money must be valid for one years from any scheduled Bank of India.

(ii) The Public Sector Undertaking of the Central/State Govt. are exempted from furnishing Earnest Money along with tender.

(iii) The firms registered with DGS&D/SSI and any approval source of Central/State Govt. are not exempted for furnishing Earnest Money so far this Institute is concerned.

(iv) Earnest Money deposited with AIIMS, Rishikesh in connection with any other tender enquiry even if for same/similar material/stores by the tenderer's will not be considered against this tender.

(v) The institute will return Earnest Money to the unsuccessful tenderer within a period of 30 days of finalization of the tender enquiry.

(vi) The Earnest Money of the successful tenderers would be returned to them on their furnishing of performance Bank Guarantee (PBG) as specified in condition NO. 3 below.

3. BANK GUARANTEE

(i) The successful tender's shall be required to furnish a security deposit in the shape of bank guarantee in Performa given in Annexure V valid for one-year for amount equivalent to 5% of the basic value of the supplies to be made by them toward ensuring of supplies in time as defined in condition No. 10. The Bank Guarantee must be submitted by the tenderer within a period of 15 days after the placement of the supply order failing which the order will be liable to be cancelled and the Earnest Money forfeited. The Bank Guarantee will be released to the tenderer's after completion of supplies and acceptance of the supplies after Inspection of goods or after one year from the placement of order whichever is later.

(ii) The firm can give an undertaking for converting their Earnest Money into Bank guarantee and send the balance amount equivalent to 5% of the total value of Goods in the shape as specified 2 (I) above subject to increase in the validity period as required in 3(i).

Note:- Public sector Undertaking of the Central/State Govt. and the firms registered with DGS&D/SSI are also required to submit PBG.

4. Rates should be quoted F.O.R. (AIIMS) Rishikesh, which should be inclusive of packing, forwarding, postage and freight charges etc.

5. Sales tax will be paid, if applicable, provided it is made clear in the tender that ST will be charged extra otherwise it will be presumed that the same is included in the rates quoted. Similarly, mention should be made in respect of any other Tax/Duty or payment etc., which may be intended by the tenderer's to be charged extra over and above the rates quoted. Actual payment receipt for such have to be produced, only such charges which have been specified in tender will be entertained. We will not entertain any such charges or claim at a later stage.

6. Rates should be mentioned both in figures and words. The offer should be typed or written in pen ink or Ball pen. Offer in pencil will be ignored Telegraphic/Telex Fax offer will not be considered and ignored straightway. The tenderer's shall certify that the rates being quoted are not higher than those quoted for any Govt. Dept. or Institution or those quoted against this tender. The Institution (Purchaser) will give benefit of lower rates by the tenderer.

7. The Officer-In-charge, reserves all right to reject the goods if same are not found in accordance with required description /specification.

8. Tender will be regarded as constituting an offer open to acceptance in whole or in part at the discretion of Offer-In-charge, for a period of 180 days (6 months) valid from the date of opening of tender by the committee.

9. In case goods are sent by rail to Railway station, Rishikesh then in that case the Railway receipt will be forwarded by the tenderer's direct to this Institution along with the bill in quadruplicate clearly marked (original, duplicate, triplicate and quadruplicate) by the registered post in a cover addressed to the In-charge AIIMS, Rishikesh immediately after the dispatch of goods against the order placed by the Officer In charge , or on this behalf by the Purchase Officer of the Hospital should any demurrage charge be incurred due to the delay on the part of tender in forwarding the Railway Receipt etc. The amount of such charges will be deducted from the bill of the contractor. The delivery from the Railway Station, Rishikesh shall be arranged through the Truck of the Institution and for each such trip deduction shall be made from the bill of the supplier @ Rs.100/- per round trip. The payment of the bill will be arranged within a month of the receipt of the goods in accordance with the required description specifications.

10. The time for and date of delivery/dispatch stipulated in supply order shall be deemed to be essence of the contract and should the contractor fail to deliver or dispatch any consignment within the period prescribed for such delivery or dispatch in the supply order liquidated damages may be @ 0.5% per week subject to maximum of 10% of the value of the delayed goods or services under the contract. Officer In charge, may also cancel the contract in such a case security of the tenderer's shall stand forfeited.

10. The supply order/contract may be cancelled and security deposit/performance bank guarantee be forfeited in the following case also:

- a) In case the tenderer's on whom the supply order placed fails to make supplies within the delivery schedule and purchaser has to resort to risk purchase. The purchaser Officer In charge, may also recover from the tenderer's difference between cost calculated on basis of rates quoted by tenderer's.
- b) In case the goods are not supplied by tenderer's on whom the supply order was placed and contract has to be cancelled the Officer In charge, may also recover from the defaulting tenderer's, difference of price quoted by tenderer's and price quoted by next tenderer's on whom supply order has to be placed.
- c) In case the quality of goods supplied are not in conformity with the standard given in tender and as per sample supplied. These goods shall also be taken back by the suppliers and should be duly replaced with sample tender quality goods.

11. If price of the contracted articles is controlled by the Govt., payment will in no case be made at higher rate than controlled rate.

12. The description and quantity of the item needed is mentioned in Annexure-1 is approximate and is subject to increase/decrease at the discretion of the Officer In charge.

13. Delivery of material must be made within stipulated period of the issue of the supply order.

14. Where specifications are as per tenderer's range of product & tenderer's offer should mention that the item meets all specifications as per the tender enquiry and if there are improvements/deviations should be brought out on separate Letter Head of the firm. It would be discretion of the Officer In charge, of the Institution to accept or reject such deviations, which are not in accordance with our required specification as Per Annexure-1.

15. The rates quoted in foreign currency will not be entertained in this tender enquiry & such tender will be ignored straightway.

16. Please mention clearly whether you are manufacturer/sole distributors/ agents for the items for which you are quoting:

- a. Manufacturers must add a certificate that item(s) is manufactured by you as per range of products.
- b. Sole Manufacturers must add a certificate that they are the sole manufacturer of the item(s) for which they are quoting in this tender enquiry & this item is their proprietary one in India. The rate certificate is also required from the sole manufactures that the rate quoted by you are the same as you quote to other State/Centre Govt. for the similar item and these are not higher than those quoted by them.
- c. Authorized agents must add an authority letter from their Manufacturer/Principals on letterhead of manufacturer/Principal in Performa given in Annexure III duly attested by any attesting authority of Centre/State Govt. or Notary in the Court certifying that you are quoting rates on behalf of them. The authorization letter must be given mentioning its purpose for which it will be allowed. The validity period of the authorization letter must be given to their dealers otherwise tender will be liable to rejection.

17. Please furnish the S.T/C.S.T Registration Number. The State/U.T of registration and the date of such registration. Tender not complying with this condition will be rejected.

18. Please furnish a certificate that no custom duty has been paid while importing the lifesaving goods and that no customs duty has been included in the quoted rates.

19. The tenderer's should submit along with the tender, a Photostat copy of the latest current valid Income Tax Clearance Certificate (ITCC) otherwise tender may be ignored.

20. Each page of tender form along with enclosed documents should be done serial number paging by the tenderer. The tender will not be considered as valid tender unless and until all documents are properly signed & stamped.

21. Any omission in filling the columns of Annexure II (Schedule of Rates) shall altogether debar a tender from being considered. Unit and Rate should be filled up carefully by the tenderer's. All corrections in this schedule must be signed by the tenderer's. The corrections made by using fluid and overwriting will not be accepted and the tender would be rejected.

22. This Tender form is not transferable.

23. The detailed description, specification and quantity of the goods required is given in Annexure-. The quantity mentioned in Annexure-1 will subject to variation in quantity within the ceiling of +25%.

24. The Officer In charge, on behalf of the Director, (AIIMS) Rishikesh, reserves all rights to accept or reject any tender without assigning any reason and also to impose/relax any term and condition of the tender enquiry.

25. (i) Any tender, which is received late after 12-30 hours on the due date shall not be considered.

(ii) The tenders shall be opened at 15:00 hours (3:00 P.M.) on 27.02.2018. In the event of the date of receipt or opening of tender, being declared a holiday for the AIIMS, Rishikesh, the due date of receipt/opening of the tender will be the following day at same hour. The tender shall be opened in the presence of attending tenderer's or their authorized representative.

26. The tenderer's should submit a certificate that rates charged by them are not higher than those charged from other departments/institutions in India. A clear certificate to this effect should accompany the tender.

27. Full description & specification name of the manufacturing firm Make/Brand name must be clearly mentioned in your tender failing which the tender will not be considered. Your tender must also mention whether the goods are imported/indigenous. Descriptive literature/catalogues must be attached with your tender in original.

28. The Institute will keep the samples of the successful tenderer's for future reference. The sample of the other tenderer's will be returned at the cost of the tenderer's.

29. The tenderer's will give delivery of Manifold Room of this Institute within the stipulated period of the supply order failing which the condition No.10 of the tender form will be applicable.

30. Delivery of Tender:

The tenderer's will submit the documents and send them in a separate envelope as follows:-

31. (1) Envelope No.1

(i) Earnest Money

(ii) Manufacturer or distributors certificate

(iii) Sales tax No.

(iv) PAN No.

(v) Tender documents duly signed and stamped

(vi) Affidavit as per Annexure-II (on Non-judicial stamp paper of Rs.3/-) and it will be super scribed on the preface of the envelope "Tender Form, Documents and Earnest Money Against Enquiry No. 24/Gases/298(i)/2017-Rish(Admn) due on 15.05.2018.

It shall be the responsibility of the supplier to ensure that all the supplies are in conformity with the standard given in tender or samples supplied. In case, the supplies are found defective at any stage, the tenderer's will have to replace defective material with standard material. Any cost incurred by the Institute to meet the eventuality of defective supplies shall also be recoverable from the tenderer's. Institute may also take action under Clause 10 of the tender as well.

33. Force Majeure:- Any failure or omission to carry out within provisions of this contract by supplier shall not give rise to any claim by you and one against other, if such failure or omission arise from an act of goods which shall include all acts of natural calamities from civil strikes compliance with any status 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 date of occurrence of such an agent which could be attributed to force majeure.

34. 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 there of 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 extend which may be in dispute.

35. Jurisdiction: The Courts of Uttarakhand alone will have jurisdiction to try any matter, dispute or reference between parties arising out of this tender/ supply order/contract.

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

TECHNICAL SPECIFICATION: SUPPLY CONDITIONS AND STORE QUANTITY**SUPPLY OF MEDICAL GASES AS UNDER:**

SCHEDULE OF WORK : Schedule work -3 year, and AIIMS does not need their own vessel, supplier will provide you the vessel for five years.

Supply of Medical Liquid Oxygen Required for AIIMS Rishikesh in AIIMS container for the period to (For one year extendable by 3 months at a time up to one year more a under:-

Total Requirement	2,00000 m ³ /year
Estimate Cost	Rs. 1,54,00,00.00
Earnest Money	Rs. 3,06,000.00

TERMS & CONDITIONS OF SUPPLY OF GASES

1. 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.

2. Rates shall be quoted for supply of medical gases F.O.R AIIMS, Rishikesh.

3. Rates of spares and services should be mentioned separately.

4. (a) Reference temperature for oxygen gas shall be 27°C.

(b) Mode of measurement 1Kg=0.77M3

5. The prices applicable to this contract quoted in this tender will remain firm during the period of contract.

6. The vendor should have drug licence for supply of Medical Gas.

7. The contract shall remain in force for one year extendable one year more from the issue of supply order.

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

B. Nitrous Oxide IP-2014

10. Guarantee Certificate: - The gases supplied against this order shall be deemed to bear a warranty of the contractor against deterioration, defective material, workmanship and performance for a period of 24 months from the date of receipt of stores at AIIMS, Rishikesh. If during this period the stores supplied are found to be defective in performance or deteriorated, the contractor shall be responsible for all consequences.

11. Supply of gases under the contract to AIIMS, Rishikesh being of a regular and continuous nature.

12. 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.
13. No extra payment will be made to the contractor on account of damage/theft of fitting spares, valve camps etc. during transit.
14. 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.
15. 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.
16. 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 5 hours (beyond the prescribed time mentioned at clause No.22) during any day will be considered as one day. The penalty will be deducted from the bill of the same day supply.
17. 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.
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. The firm selected for supplying Liquid medical oxygen need to install minimum one Vacuum Insulated Tanks (VIE)) at the locations suggested by AIIMS Rishikesh. Tanks should be installed as per **AS – 2896 and HTM -02 – 01** requirements. Tanks should be installed free of charge and supplier shall obtain necessary license from chief controller of explosive (Competent Authority).
21. The firm quoting for gases need to quote for Liquid Medical Oxygen (Net Price).
22. Firm quoting for the tender should ensure own production facilities for Nitrous Oxide as well.
23. Medical Gases should be supplied as per IP 2014 standards.
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 300 Crore.
26. The firm quoting should ensure connectivity manifolds from the site of Installation of LMO tanks .Firm should satisfy the proper and adequate supply of concerned oxygen outlet.
27. Minimum 40% of stock level to be maintained in the installed capacity to avoid emergency situation & for the same supplier should install suitable monitoring & alarming devices.
28. Supplier should be supplying to minimum 5 Government Hospitals in India & valid documents from any one of them to be produced.
29. Shall be a reputed firm with an experience of 10 years with their own, manufacture, Maintenance & transport of Liquid Medical Oxygen.
30. 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 (200 tons per day approx)

- c. Total storage capacity of gases at different units.
- d. Total no. of Liquid Oxygen transport tank.
- e. The infrastructure regarding quality control and analysis facilities to test the Composition of gas as per IP standards.

31. Supplier should provide Safety Features in line with Global Safety Standards as a part of the installation. Following safety devices to be added with the system:

Minimum safety features for LMO installation required **Alarm System as per AS – 2896 (Aus) Or HTM – 02 – 01 (NZ)**

- A. Alarm VIE (Vacuum Insulated Evaporator)
 - i. Low content or Low level of storage indication (Audio – Visual).
 - ii. Low Pressure Alarm (Audio – Visual).
- B. Low Pressure Alarm in downstream of Pipeline system (Audio – Visual).
- C. Pressure Regulating: Dual parallel regulation system for uninterrupted supply in case of regulator has to change for repair. One regulator is set at 4.2 bar and other at 3.8 bar as per international practice.
- D. Three ways Gauge Valve for isolation of Line Pressure & with Manual Manoeuvring.
- E. Telemetry System: For continuous monitoring of liquid level in the storage vessel from a central location anywhere in India.
- F. Continuous monitoring of Vehicle movement. For rescheduling filling in case of any mechanical failure of vehicle.

32. Tender to be obtained in two bid systems.

33. Date of First filling of Liquid Medical Oxygen shall be considered as the Start of supply & contract tenure of 5 years would be referred from that particular date only.

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

- A. Liquid Medical Oxygen: - As per Indian pharmacopoeia 2014.
 - a. Should be certified for medical use as per IP 2014.
 - b. Should not contain less than 99.6% V/V of oxygen.
 - c. Should not contain more than 5ppm carbon monoxide.
 - d. Should not contain more than 30ppm carbon dioxide.
 - e. Should be free of halogen.
 - f. Should be free of moisture

Note:- Provide undertaking each time for compliance & each time LOT is filled.

35. All civil work required for installation in the scope of the hospital.

36. The contract will be valid for Three years; however the contract will be renewed on the yearly basis based on the satisfactory performance.

37. There should be provision of monitoring daily consumption.

38. Price escalation to be done at the rate of 10% on year on year basis with a benchmark & proof of same & if reduces will be reduced at same rate.

39. Payment term would be 30 days from the date of supply of Liquid Medical Oxygen.

40. Firm quoting for Liquid Medical Oxygen should have minimum audited annual turnover of INR **300 Crores.**

A F F I D A V I T

I _____ S/O _____ Resident
_____ District _____ Contractor / Partner or Sole
Proprietor (Strike off word which is not applicable) of the firm M/s. _____
do hereby solemnly affirm and declare that any individual/firm/companies black-listed by the Union Govt. or any
State Govt. or U.T. Govt. or any partner or shareholder thereof is/are not directly or indirectly connected with or
has/have any subsisting interest in business of my firm/our above said firm.

D E P O N E N T

Dated _____ Address _____

Place _____

I hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and
belief. No part of it is false and it conceals nothing.

Dated _____ D E P O N E N T

(B) Financial terms and conditions

1. Rates are strictly required to be offered/quoted on the prescribed **“Financial Bid format”**. Financial bid submitted without prescribed format may not be considered and will be deemed improper subject to the condition that there is a requirement to mention other item which are not mentioned in the said format.
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. The offer should be typed or written in Ink Pen/ Ball Pen without any correction. Offers in pencil will be cancelled. Telegraphic/ Telex/ Fax offers will not be considered and cancelled straightway.
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, tender will be out rightly rejected.**(Part of technical bid)**
4. If the price of the contracted articles is/ are controlled by the Government, in no circumstances the payment will be higher than the controlled rate.
5. Tender will be regarded as constituting an offer open to acceptance in whole or in part at the discretion of the competent authority of the institute for a period of 180 days (6 months) valid from the date of opening of the tender by the committee.
6. The corrections made by using fluid and overwriting will not be accepted and tender would be rejected.
7. **Tender Currencies:** The bidders are required to quote in Indian Rupees only.
8. **Sales Tax:** - If a bidder asks for sales tax/GST/CST / VAT/CENVAT, Service Tax and Works Contract Tax to be paid extra, the rate and nature of sales tax applicable should be shown separately. The GST/CST / VAT/CENVAT, Service Tax and Works Contract Tax will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax/ GST/CST / VAT/CENVAT, Service Tax and Works Contract Tax and is payable as per the terms of the contract.
9. **Octroi Duty and Local Duties & Taxes:** - Normally, goods to be supplied to Government departments against Government contracts are exempted from levy of town duty, Octroi duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned Government department. Keeping this in view, the supplier shall ensure that the goods to be supplied by the supplier against the contract placed by the AIIMS, Rishikesh are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the AIIMS, Rishikesh. However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the supplier to the local body to avoid delay in supplies and possible demurrage charges and obtain a receipt for the same. The supplier should forward the receipt obtained for such payment to the AIIMS, Rishikesh to enable the AIIMS, Rishikesh reimburse the supplier and take other necessary action in the matter.
10. **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 suppliers A/C through NEFT/RTGS mode as per the details provided by the supplier.
11. **L1 Clause:** L1 firm will be decided on the basis of lowest unit rate quoted by the firm .pdf format separately.

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 AIIMS Administration would be final.

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

“Supply of Liquid Medical Oxygen”

For

AIIMS, Rishikesh

TECHNICAL BID

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

1. Name & Address of the manufacturer and their authorised dealers/ distributors/Agency with phone number, email, name and telephone/mobile	
2. Specify your firm/company is a manufacturer/ authorised dealer/ distributor/ Agency	
3. Whether the signature on each page has been made by the bidder or not.	
4. Name, Address & designation of the authorized person (Sole proprietor/partner /Director)	
5. Have you previously supplied these items to any government/ reputed private organization? If yes, attach the relevant poof.	
6. Please provide a notarised affidavit on Indian Non Judicial stamp paper of Rs. 10/- that you have not quoted the price higher than previously supplied to any government Institute/Organisation/reputed Private Organisation or DGS&D rate in last one year. If you don't fulfil this criteria, your tender will be out rightly rejected.	
7. Please attach copy of last three years' of Income Tax Return	
8. Turnover a. Please attach balance sheet (duly certified by Chartered Accountant) for last three (3) years (Attach copy of annual minimum turnover which should not be less than 300 crores duly certified by the Chartered Accountant) 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 mandatory</i>)	
9. PAN No. (Please attach copy)	
10. GST/VAT/Service Tax Registration Number. (Please attach copy)	
11. 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.	
12. Power of Attorney/authorization for signing the bid documents (Not required in case of sole-proprietorship.)	
13. Please submit a notarised affidavit on Indian Non judicial stamp paper of Rs. 10/- 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.	
14. Please declare that proprietor/firm/company has never been black listed/debarred by any organization. An oath certificate to this effect may be enclosed on Rs.10 notarised stamp paper.	
15. Please furnished a notarised affidavit on Indian Non judicial stamp paper of Rs.10/- that they will supply spare parts for next 10 years at reasonable price by submission of suitable benchmarks.	
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. Details of the FD/DD/TD/CD of bid security (EMD) FD/DD/TD/CD No: Date: Payable at-	Detail of cost of Tender for Rs. 1180/- (if downloaded from website) DD No. Date: Payable at-

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:

MANUFACTURER'S / PRINCIPAL'S AUTHORIZATION FORM

To

The Director,
All India Institute of Medical Sciences
Rishikesh

Dear Sir,

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

No company or firm or individual other than Messrs. _____ are authorized to bid,
negotiate and conclude the contract in regard to this business against the specific tender.

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.

Yours faithfully,

For and on behalf of Messrs. _____

(*Name of manufacturers*)/Principal.

PERFORMANCE BOND (BANK GUARANTEE)

In consideration for the Director, All India Institute of Medical Sciences, Rishikesh (hereinafter called the purchaser) having agreed to release the 100% payment on supply of goods and service under the terms and conditions of a Supply Order No. _____ dated _____ (hereinafter called the contract) for supply of _____ (hereinafter called the goods and services) to Messrs. _____ (hereinafter called the supplier) on submission of a bank guarantee to the satisfaction of the purchaser for the due performance of the said contract.

We, _____ (here in after called 'Bank') at the request of the supplier do, as a primary obligor and not merely as surety, hereby irrevocably, unconditionally and absolutely undertake against any loss or damage caused or suffered by the purchaser by reason of any failure of the supplier to perform or omission or negligence to perform any part of its obligations to the satisfaction of the purchaser in terms of the contract.

We, the bank, do hereby undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the purchaser by reason of any breach by the said supplier of any of the terms and conditions contained in a said contract or by reason of the supplier's failure or omission or negligence to perform the said contract or any part thereof. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee, which shall not be considered as satisfied by any intermediate payment or satisfaction of any part of or obligation hereunder. However, our liability under this guarantee shall be restricted to an amount not exceeding _____.

We, the bank, undertake to pay to the purchaser any amount so demanded by the purchaser, notwithstanding.

- a) any dispute or difference between the purchaser and the supplier or any other person or between the supplier or any person or any suit or proceeding pending before any court or tribunal or arbitrator relating thereto or.
- b) the invalidity, irregularity or unenforceability of the contract or.
- c) any other circumstances which might otherwise constitute discharge of this guarantee, including any act or omission or commission on the part of the purchaser to enforce the obligations by the supplier or any other person for any reason whatsoever.

We, the bank, further agree that the guarantee herein contained shall be continued one and remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the purchaser under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the office of the Director, AIIMS, Rishikesh that the terms and conditions of the said contract have been fully and promptly carried out by the said supplier and accordingly discharges this guarantee.

We, the bank, hereby agree and undertake that any claim which the bank may have against the supplier shall be subject to and subordinate to the prior payment and performance in full of all the obligations of the bank hereunder and the bank will not, without prior written consent of the purchaser, exercise any legal rights or remedies of any kind in respect of any such, payment or performance so long as the obligations of the bank hereunder remain owing and outstanding, regardless of the insolvency, liquidation or bankruptcy of the supplier or otherwise howsoever. We, the bank, will not counter claim or set off against its liabilities to purchaser hereunder any sum outstanding to credit of purchaser with it.

We, the bank, further agree with the purchaser that the purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said supplier from time to time or to postpone for any time or from time to time and of the powers exercisable by the purchaser against the said supplier and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier or for any forbearance, act or omission on the part of

the purchaser or any indulgence by the purchaser to the said supplier or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

We, the bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the purchaser in writing.

The disputes relating to this bank guarantee shall be resolved as per the terms and conditions of the contract.

Place:

Dated:

Signature and seal of Bank

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 enroll 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 Enrollment” 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 the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 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.
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- 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.