

अखिल भारतीय आयुर्विज्ञान संस्थान , बिलासपुर
हिमाचल प्रदेश -१७४००१

ALL INDIA INSTITUTE OF MEDICAL SCIENCES
BILASPUR, HIMACHAL PRADESH-174001



Rate Contract for Supply & Refilling of Medical Oxygen Cylinder, Other Medical Gas Cylinders & Liquid Nitrogen

Subject: E-tender for Supply and Refilling of Medical Oxygen, Other Medical Gas Cylinders & Liquid Nitrogen at AIIMS Bilaspur, Himachal Pradesh

Online tenders (<https://eprocure.gov.in/eprocure/app>), under two bid system, are invited from financially sound parties having business competency for appointment Supply and Refilling of Medical Oxygen, Other Medical Gas Cylinders & Liquid Nitrogen at AIIMS Bilaspur Himachal Pradesh.

Sr. No.	Name of Service	Estimated Contract Value (C.V.) in Rs.	EMD @5% of Contract Value	Security Deposit
				Bank Guarantee @5% of C.V.
1.	Refilling of Medical Oxygen, Other Medical Gas Cylinders & Liquid Nitrogen	Rs. 92,54,764/-	Rs. 4,62,700/-	5 % of award value

Critical Dates Section: -

1.	Tender Publishing Date	As mentioned in CPPP
2.	Tender document download Start date & time	As mentioned in CPPP
3.	Tender document downloads End date & time	As mentioned in CPPP
4.	Bid Submission Start date & time	As mentioned in CPPP
5.	Bid Submission End date & time	As mentioned in CPPP
6.	Bid opening date & time (Technical Bid)	As mentioned in CPPP

Note-For all tender terms, conditions and details, Supply and Refilling of Medical Oxygen, Other Medical Gas Cylinders & Liquid Nitrogen tender documents may be referred.

Please note that it is the mandatory condition that all the participating Bidder/companies may participate and quote their prices in **price bid** for each and every Medical Gases and liquid nitrogen in **Annexure-A (BOQ Sheet)**, and also items mentioned in **Annexure-B (PDF)** in this e-Tender, failing which their offer shall be summarily rejected & no further correspondence will be entertained. **Quoting price in the technical bid may result in rejection of the bid.**

Rate Contract items: Supply and Refilling of Medical Oxygen, Other Medical Gas Cylinders & Liquid Nitrogen

Period of Rate Contract: Two Years.

All India Institute of Medical Sciences (AIIMS) Bilaspur (Himachal Pradesh), an Institute of National Importance was officially approved, under Phase-V of the Pradhan Mantri Swasthya Suraksha Yojana (PMSSY), by Union Cabinet on December 04, 2019. The Institute is established over a span of about 247-acre (99.96 hectare) land on National Highway – 205 (Shimla-Kangra / Shimla Ghumarwin Road), in the village of Kothipura, District Bilaspur, Himachal Pradesh. AIIMS Bilaspur (H.P.) is set up with objectives of correcting regional imbalances in the availability of affordable/reliable tertiary healthcare services and also to augment facilities for quality medical education in the country.

On behalf of Executive Director, AIIMS, Bilaspur, H.P. invites online bids on CPPP (<https://eprocure.gov.in/eprocure/app>.) Portal under two bid system (Techno-Commercial Bid and Financial Bid) from interested, eligible and qualified manufacturer or their authorised distributors/dealers for **APPOINTMENT OF RATE CONTRACT FOR REFILLING OF MEDICAL OXYGEN, OTHER MEDICAL GAS CYLINDERS & LIQUID NITROGEN FOR TWO YEARS AT AIIMS BILASPUR, HIMACHAL PRADESH.**

1. The Tender shall be invited through CPPP Portal and any Corrigendum to the Tender Notice shall be issued in CPPP Portal only.
2. Tenders should be uploaded/submitted through CPPP Portal at <https://eprocure.gov.in/eprocure/app>. **Manual bids/Hard copy of the tender documents will not be accepted.**
3. Prospective Bidders are requested to view CPPP Portal/website regularly and tender documents may be downloaded from CPPP Portal <https://eprocure.gov.in/eprocure/app>.
4. Aspiring Bidders/Suppliers who have not enrolled/registered in CPPP Portal should enrol/register before participating through the website <https://eprocure.gov.in/eprocure/app>.
5. Tenderers can access tender documents on the website. Fill them with all relevant information and submit the complete tender document into electronic tender on the website <https://eprocure.gov.in/eprocure/app>.
6. Tenders and supporting documents should be uploaded through CPPP portal. Hard copy of the tender documents will not be accepted.
7. The Terms & Conditions stipulated in the tender form (MTF) shall prevail over the General Terms & Conditions (GTC) of CPPP portal.
8. Any fee claimed/charged by the CPPP portal shall be paid by the bidder. Non-payment of portal charges by the successful bidder would tantamount to resiling from the bid.

Bidders Eligibility & Qualification:

1. Bidders should be reputed manufacturers/authorised supplier of medical gases. Manufacturer/authorizer should have valid drug manufacturing license from concerned Drugs Controller as per Drugs & Cosmetics Act, 1940 & Rules framed there under.
2. Bidder must also possess requisite license from CCE under Explosive Act, 1884 and Gas Cylinder Rules 2016 or latest, along with its own full-fledged lab with chemist, in house facility for testing/trace impurities.
3. Bidder must also adhere to relevant provisions of Explosive Rules, 2016 or latest, Static & Mobile procure vessels (Import) Rules 2016 or latest by PESO, Govt. of India.
4. Manufacturer/Authorizer should have a Filling and Test certificate issued from Petroleum and explosive safety organisation (PESO) for examination and testing of cylinders (Attested copies

of above certificate must be produced at the time of supply of the cylinders to the consignee site.)

Terms & Condition and Scope of supply: -

1. The bids are not transferable.
2. 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 two years.
3. Rates quoted should be inclusive of all applicable taxes, packing, forwarding, postage and transportation charges at AIIMS, Bilaspur (H.P.) (Site of installation/Use). **Rates should be mentioned both in figures and in words.**
4. The bidder should have suitable arrangements for medical oxygen, other medical gases & Liquid Nitrogen for emergency supplies after the receipt of intimation and round the clock on call phone number, service & mail ID for demand placement.
5. Once the cylinder supplied by bidder becomes empty, it will be their sole responsibility to collect empty cylinders immediately after they are informed, irrespective of the fact the cylinder belongs to bidder or to AIIMS Bilaspur (H.P.). No rental or extra charges will be paid for empty cylinders lying in AIIMS Bilaspur (H.P.) after they are informed.
6. As the firm is to ensure the fitness of the cylinder prior to the refilling to the required pressure, they shall be required to undertake internal examination and hydraulic testing of all the cylinders, but prior information is to be provided to In-charge Manifold, AIIMS Bilaspur (H.P.).
7. Tenders should be quoted only by the actual manufacturer or their authorized dealer/distributor, who are currently authorized by the manufacturer to supply the said refilling service for the **entire contract period**. The bidder is required to submit their authorization letter in support of their authorization by the manufacturer.
8. Firm must have registration certificates with validity of applicable drug license.
9. The bidder should also have proper arrangement for the testing and repairing of the cylinders required from time to time.
10. The rates quoted for repairing of the cylinders should also include the necessary repairs, etc (Annexure B) of cylinders during the contract period. Rates quoted to be frozen throughout the contract period, including period of extension if any.
11. Compressed gas cylinders under explosives Act 1981 (Certified by CCOEA Nagpur), expenditure for testing & certification will be borne by manufacturer/ authorized distributor of manufacturer.
12. **Guarantee Certificate: -**
The gases supplied under this tender shall be deemed to bear a warranty of the contractor against deterioration, defective material, workmanship and performance for a period of 12 months from the date of receipt by stores at AIIMS Bilaspur (H.P.). If during this period the stores supplies are found defective in performance or deteriorated, the contractor shall be responsible for all consequences.
13. The **Rate contract will be valid for Two years (02 Yr) from the date of finalization of tender.** Successful bidders would be bound to supply the gases even after completion of tenure on tender rates, terms & conditions **till the next tender/fresh arrangement are finalized**. Executive Director AIIMS Bilaspur (H.P.) reserves the right to terminate contract at any stage if supplies and performance found unsatisfactory on observation of user Department.
14. The bidder should also keep in mind while submitting the bid that **no extra charges payable towards to and fro transport of re-filled and empty cylinders during the contract period**, i.e. the rates quoted by the bidder should be inclusive of the freight of re-filled cylinders from the manufacturing/filling station to the client site (AIIMS, Bilaspur (H.P.) and also the freight charges of the empty cylinders from the client site to the filling station.

15. The firm should not demand separate security, caution money & rent/ maintenance charge, transport charges and holding charges on gas cylinders.
16. Refilled Gas cylinders shall be supplied by the manufacturer/authorised distributor of manufacturer depending on the day-to-day demand of Hospital (AIIMS Bilaspur (H.P.)).
17. Refill & supply of gases to AIIMS Bilaspur (H.P.), is a contract of regular and continuous nature, hence it is necessary that empty cylinders once received by the contractor, are serviced, filled and supplied as soon as possible.
18. Supply rate should include loading and unloading charges including any type of labour cost or any other charges. This will be applicable for cylinders provided by AIIMS Bilaspur (H.P.) and the manufacturer's/ bidder's own cylinder. Any other taxes/duties payable, should be mentioned clearly and separately.
19. Supply rates will not be increased during the contract period including in cases of escalated demands like in pandemic or in situations of decreased usage.
20. Storage facility (certified by PESO) of oxygen, nitrous oxide, and carbon dioxide cylinders must be there with the bidder at the time of placement of bid and its location should be in within 400 km radius of AIIMS, Bilaspur (H.P.)
21. Vendor will repair or replace the items **free of cost** on account of damage/theft of cylinders, fittings spares, valve caps etc. during transit for cylinders belonging to AIIMS Bilaspur (H.P.).
22. Cylinders of all gases are required to be tested (dissolved acetylene tested or hydraulically tested) periodically as per the gas cylinders Rule-1940. Responsibility for compliance with this rests with the contractor who will carry out examination/hydraulic test as may be required. A copy of the test report may also be provided to the AIIMS Bilaspur (H.P.).
23. Vendor will **deposit double the procurement cost** of cylinders lost or returned in irreparable conditions.
24. The contractor shall ensure the exact quantity of medical gases & Liquid Nitrogen as specified is being supplied after proper calibration of Cylinders, which shall be arranged by him failing which the supply will be rejected. All disputes shall be subject to the jurisdiction of courts in Bilaspur, Himachal Pradesh only.
25. Refill and Supply Rate should include loading and unloading charges including labour cost at factory site as well as 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 liable later 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 charged from the Institute.
26. The rates quoted should be justified as the lowest for and Govt. or Pvt. Hospital in India, If the price of any item is reduced due to any reason during the currency of the contract, the contractor will intimate the reduced price immediately and will charge as per the reduced rates.
27. Manufacturer/vendor has provision for tracking medical oxygen cylinder, other gas cylinder & liquid nitrogen in upstream and downstream movement (**optional**).
28. All cylinders are AIIMS, Bilaspur (H.P.) owned. A detailed inspection of the empty cylinders will be carried out by the contractor on receipt of the same at AIIMS Bilaspur (H.P.). In the event of any fitting and spares including valves, caps etc. found damaged or missing irrespective of the facts, whether damage of loss occurred at AIIMS Bilaspur (H.P.) the contractors are required to notify the gas manifold store before taking out the empty cylinders.
29. The record for supply and refilling shall be maintained by the both party ends (Supplier & Purchaser) through the Note/Supply Instruction and all entries should also be maintained in the respective Controlling Department Registers, so that the during cross examination of the Supplier Agency's Payment Claim, which is duly approved and forwarded for payment by the Controlling Department Authority (Manifold Department), the required shall be provided to the

Stores/Accounts/Finance Department with all the required relevant details on account of supply and refilling (if required on demand) and Payment Claim of the supplier Agency shall be released by the AIIMS Bilaspur(H.P.) within 30 days period on each month basis **without dispute** during the Concurrency of the Annual Rate Contract.

30. No minimum number of cylinders per trip will be demanded by the supplier.

31. Penalty Clause: -

a) It will be the sole responsibility of the manufacturer/ authorised dealer/ distributor of manufacturer to refill and supply the cylinder within stipulated time frame, otherwise, the Institute may impose penalty at the rate of 5% of gas refilling price, per cylinder, per day. If the supply is delayed continuously 3-4 times, the contract is liable for Termination by serving 1 Month Notice. Consequently, the Performance Security Deposit shall be forfeited and the Agency/Contractor shall be blacklisted/Debarred.

b) Random sampling will be done at the Institute and pilferage or less quantity will be recovered at penal rate i.e., half of the supply rate.

32. Proper record of day-to-day Medical Gases and liquids Nitrogen supply with instructions issued by the Competent Controlling Authority/Department (i.e., Engineering section along with MGPS, AIIMS Bilaspur, Himachal Pradesh should be maintained by the supplier and produced as and when required.

33. Delivery Period:

The first Delivery Period is maximum 03 days and subsequently 24 hours from date of issue of Purchase Order/indent against the Rate Contract and if, it is not acceptable to Supplier, it may be intimated to the Purchase Officer within 12 hours from the date of issue of the Purchase Order, otherwise it will be assumed that the Purchase Order has been accepted. The date of delivery will be the date by when it is to be delivered at consignee site. In case of exigency, a shorter Delivery Period of 12 hours will be given.

SPECIAL CONDITIONS OF CONTRACT (SCC)

1. The firm must be manufacturer/ authorized distributor of medical gases and liquids supply i.e., medical oxygen, nitrous oxide, medical CO₂ and Liquid Nitrogen and the firm should hold valid manufacturing license for medical gases and liquids supply from the concerned Drugs Controller as per the provision of Drugs and Cosmetic Act,1940 and Rules there under.
2. Firm, should have a valid license for storage filling and cylinder testing and other requisite license if any issued by CCE Nagpur as statutory requirement.
3. The tenderer has to ensure compliance of Rule 3 of the Gas Cylinder Rules, 2016 or latest and timely obtain necessary filling permission from the chief controller of explosives under Rule 45 while supplying the cylinders for filling of compressed cryogenic gases, if required.
4. Should have full facility for testing and logging for impurities in each batch of manufactured gas & cylinders.
5. All cylinders should be tested and specified for filling of medical gases by CCOE approved tests.
6. Dedicated gas cylinders should be used for medical gases. These cylinders are specially treated to fill medical grade gases.
7. In house facility for regular testing & certification of cylinder for tare weight, Hydraulic pressure tests etc. as per norms for compressed gas cylinders under Explosives Act 1884 and Gas Cylinder Rules 2016 or latest, expenditure for testing & certification will be borne by company. Bidder must have its own fully fledged lab with testing facilities.
8. The firm should maintain colour code of all medical gas cylinders & liquid Nitrogen.
9. Cylinder should mention date of last testing & due date of next testing. (on cylinder neck)
10. The firm should have adequate & efficient safe transport in order to ensure timely supply of medical gases and liquid Nitrogen supply.
11. The rates should include all charges up to delivery at the earmarked place in the Institute. The firm should not demand separate security, caution money & rent/ maintenance charge, transport charges and holding charges on gas cylinders. All charges should be included in the other charges in the price bid.
12. The firm should supply and station the cylinders to the store area of the manifold room.
13. The firm will be responsible for routine check and maintenance at no extra cost.
14. The firm should ensure refilling and supply of all type of cylinders A, B, D/Bulk, aluminium type A cylinder (MRI compatible) and bottle type for medical gases and liquids supply (O₂, N₂O, CO₂, Liquid Nitrogen).
15. Supplier is bound to supply /refill the cylinders during the validity of tender at the approved rates. The validity of the tender will be for a period of Two years from the date of finalization of the tender. The rates quoted should be certified as the lowest quoted for any institution in India in the last 2 years. If the price of any item is reduced due to any reasons during the validity of the tender, the same should be intimated to AIIMS Bilaspur (H.P.) and the benefit of reduced rate should be passed to AIIMS Bilaspur (H.P.).
16. **Note:** Representative from the hospital/Institute may visit the suppliers place from time to time for checking gross weight, tare weight and net weight of the cylinders. The supplier shall have to provide necessary information and shall cooperate in this matter, no additional charges will be payable from hospital.
17. For N₂O and Carbon Dioxide and liquid nitrogen cylinder will be checked by weighing on kg basis and for O₂, the cylinder pressure should be more than 135-bar in winter and more than 140-bar in summer. Cylinder showing less weight or pressure shall be returned and the vendor shall replace them with adequately filled cylinders at their own cost.
18. The supplier should be willing to render assistance round the clock including holidays and in case of Emergencies.

19. The supplier will keep 50-60 D-type filled cylinders of Medical Oxygen at the AIIMS Bilaspur (H.P.) hospital premises / stores at all times.
20. The rates quoted by the Contractor shall not, in any case exceed the controlled rate, if any, fixed by the Government at the time of supply to the Institute. If the rate quoted exceeds the controlled rate or rates permissible under the Hoarding and Profiteering Prevention Ordinance 1943 as amended from time to time, the Contractor will specifically mention this fact in his tender along with reasons for having quoted such higher rate. The Executive Director at his discretion will, in such case, exercise the right of revising the price at any stage so as to conform to the controlled rate or the rate permissible under the 'Hoarding and Profiteering Prevention Ordinance 2000'. The discretion will be exercised without prejudice to any other action that may be taken against the Contractor.

Types & Specifications of Medical Gases Cylinder and liquids supply for Refilling

Sr. No.	Item type	Description/ specifications
1.	Oxygen (O ₂) A Type cylinder including MRI compatible aluminium cylinder pin index 2, 5 (5 Ltr.)	Should have working pressure at 21 ^o C: 125 to 130kgf/cm ² Gas Carrying Capacity -A/4.6 litres/0.75m ³
2.	Oxygen (O ₂) B Type cylinder	Should have working pressure at 21 ^o C: 130-135 kgf/cm ²) Gas Carrying Capacity - B/10 litres/1.5m ³
3.	Oxygen (O ₂) Bulk Cylinder, D Type	Should have working pressure at 21 ^o C: 130-135 kgf/cm ²) Gas Carrying Capacity -D/46.7 litres/7.1m ³ Should not contain less than 99.0% V/V of oxygen
4.	Nitrous Oxide (N ₂ O) A Type cylinder pin index 3, 5 (5 Ltr.)	Minimum: 3 kg over and above tare weight of 3.42 kg of cylinder having 4.6 litre water capacity. Gas Carrying Capacity-A/4.6 litres/1.854 cubic meter
5.	Nitrous Oxide (N ₂ O) B Type cylinder	Should have working pressure 150Kgf/cm ² Gas Carrying Capacity-B/ 10.2Litre Should not contain less than 98.0% V/V of Nitrous Oxide
6.	Nitrous Oxide (N ₂ O) Bulk cylinder, D Type	Should have Minimum Capacity: 16.65 Cubic meter of N ₂ O per cylinder equivalent to 30 kg over and above tare weight (51 kg with necking) of cylinder having 46.7 litre water capacity. Gas Carrying Capacity - D/46.7 litres/16.65kg Should not contain less than 98.0% V/V of Nitrous Oxide
7.	Carbon Dioxide (CO ₂) B Type cylinder	Should have working pressure of 150 BAR Gas Carrying Capacity-B/10 litres Purity 99%-100% Moisture should be less than 20ppm
8.	Carbon Dioxide (CO ₂) Bulk cylinder, D Type	Should have Minimum capacity of 25 kg over and above tare weight (51 kg with necking) of cylinder having 46.7 litre water capacity. Gas Carrying Capacity -D/46.7 litres/25kg

		Purity 99%-100% Moisture should be less than 20ppm
9.	Liquid Nitrogen (IR 10), IN 50 etc.	a) IR 10 (10.5 litres capacity. Empty weight 11/5. Full weight 29.8/15.2) b) IN 50 (50 litres capacity empty weight 32.6/14.8 full weight 121.7/63.3) c) 121 litres capacity d) 200 litres capacity

Tentative Required Quantity (In Nos.) of refilling of various Medical Gas Cylinders and liquids supply (Approximately) per year

Oxygen Cylinders			Nitrous Oxide Cylinders			Carbon Dioxide Cylinders		Liquid Nitrogen Cylinders			
A Type	B Type	D Type	A Type	B Type	D Type	B Type	D Type	10 litres (IR10)	50 litres	121litre	200litre
50	8000	3000	50	05	100	100	150	04	12	12	12

*Requirement is tentative and may increase or decrease during the contract period on the awarded price.

Other Terms and Condition of Tender

Earnest Money (EMD)

- (i) Each tender must be accompanied by an Earnest Money @5% value of contract. Which must be submitted electronically through NEFT/RTGS/DD/FD/Banker's cheque other electronic means by the tenderers.
- (ii) The Tenderer shall be permitted to bid on the express condition that in case he resiles, or modifies his offer, or terms & conditions thereof, after submitting his tender, for any reason whatsoever during the tender process, or any of the information furnished by him/her is found to be incorrect or false, the Earnest Money Deposited by him shall stand forfeited, without prejudice to any other rights and remedies of the AIIMS Bilaspur(H.P.) on under the Contract and Law, and the Tenderer will be liable for any loss suffered by the AIIMS Bilaspur(H.P.) on account of its withdrawal/modification etc. besides forfeiture of EMD. He will also be debarred from participating in any other Tender Enquiry with AIIMS for a period of two years.
- (iii) Earnest Money will be returned to all unsuccessful tenderers within a period of 15 days from the date of disqualification in the case of all Tenderers whose Technical Bids are disqualified, and within a period of 30 days from the date of issue of the acceptance letter in the case of all other Tenderers and to a successful Tenderer, after he has furnished the Security Deposit, if he does not desire the same to be adjusted towards the Security Deposit. No interest shall be payable on Earnest Money, in any case.
- (iv) Micro & Small enterprises (MSEs) will be exempted from payment of Earnest Money Deposit (EMD).
- (v) The Startups are exempted from the payment of Earnest Money Deposit (EMD) on submission of proof of their being registered with the agencies prescribed by Govt. of India.

Performance Security Deposit

- (i) The successful Tenderer shall furnish, within 3 (three) working days of acceptance of his tender, a Security Deposit for the due performance of his obligations under the contract and validity of PBG will be 26 months.

- (ii) A sum equivalent to 05% of the value of the Contract submitted in the shape of FDR/BG duly pledge in favour of Executive Director, AIIMS BILASPUR (H.P.).
- (iii) The Security Deposit furnished by the Tenderer will be subject to the terms and conditions given in the Tender and AIIMS BILASPUR(H.P.) will not be liable for payment of any interest on the Security Deposit.
- (iv) In the event of the Tenderer's failure, after the communication of acceptance of the tender by AIIMS BILASPUR (H.P.), to furnish the requisite Security Deposit under by the due date Contract shall be summarily terminated besides forfeiture of the Earnest Money and the AIIMS BILASPUR (H.P.) shall proceed for appointment of another contractor. Any losses or damages arising out of and incurred by AIIMS BILASPUR (H.P.) by such conduct of the contractor will be recovered from the contractor, without prejudice to any other rights and remedies of the AIIMS BILASPUR (H.P.) under the Contract and Law. The contractor will also be debarred from participating in any future tenders of the AIIMS BILASPUR(H.P.) for a period of two years. After the completion of a prescribed period of two years, the party may be allowed to participate in the future tenders of AIIMS BILASPUR(H.P.) provided all the recoveries/ dues have been affected by the AIIMS Bilaspur (H.P.) and there is no dispute pending with the contractor/party.
- (v) If the successful tenderer had previously held any contract and furnished security deposit, the same shall not be adjusted against this tender and a fresh security deposit will be required to be furnished.

Submission of Tender: -

- a) The tender shall be submitted online in two parts, viz., technical bid and price bid.
- b) Tender Document (except price bid) along with supporting documents duly signed have to be scanned and uploaded at the requisite places in the CPPP Portal.
- c) Successful tenderer will also submit a **physical copy of complete signed Tender Form** for the purpose of record before issue of award of the contract letter.
- d) The supporting documents shall be scanned and uploaded by Tenderer clearly, neatly and accurately in readable format. Any alteration, erasures or overwriting on the supporting documents should be duly initiated by the authorized signatory.
- e) Tenders not accompanied by all the Schedules/Annexures intact and duly filled in and signed will be rejected.
- f) It should be clearly understood by the Tenderer that no opportunity shall be given to them to alter, modify or with-draw any offer at any stage after submission of the tender.
- g) Any attempt by tenderer to change the format of any of the supporting documents of the T&C while uploading or any attempt to tinker with the software of the portal will render his tender liable for cancellation.

Opening of tenders: -

The Technical Bid will be opened online first at AIIMS Bilaspur (H.P.) at the fixed time and the date indicated in the NIT or MTF & on CPPP. The Tenderer will be at liberty to be present either in person or through an authorized representative at the time of opening of the Technical Bid with the Bid Acknowledgement Receipt or they can view the bid opening event online at their remote end. Price Bids of only those tenderers shall be opened whose technical bids qualify, at a time and place of which notice will be given. The technically qualified Tenderer will be at liberty to be present either in person or through an authorized representative at the time of opening of the Price Bids with the Bid Acknowledgement Receipt or they can view the bid opening event online at their remote end.

Corrupt practices:

Any bribe, commission, or advantage offered or promised by or on behalf of the Tenderer to any officer or official of the AIIMS Bilaspur (H.P.) shall (in addition to any criminal liability which the Tenderer may incur) debar his tender/bid from being considered. Canvassing on the part of, or on behalf of, the Tenderer will also make his tender liable to rejection.

AIIMS BILASPUR (H.P.) reserves the right to reject any or all the tenders without assigning any reason and does not bind it-self to accept the lowest or any tender. The successful Tenderer will be intimated of the acceptance of his tender by a letter/telegram/fax/email.

In case of any clear indication of cartelization, AIIMS BILASPUR(H.P.) shall reject the tender(s), and forfeit the EMD.

If the information given by the Tenderer/Party in the Tender Document and its Annexures & Appendices is found to be false/incorrect or has violated/breached any of the terms & conditions of the contract, at any stage, AIIMS BILASPUR (H.P.) shall have the right to disqualify/summarily terminate the contract, forfeit EMD/SD/BG, make good any other losses caused to the AIIMS BILASPUR (H.P.) and debar the party for two years, without prejudice to any other rights that the AIIMS Bilaspur (H.P.) may have under the Contract and law.

'TERMS FOR MICRO & SMALL ENTERPRISES'

- I. Tender document cost will not be charged from Micro & Small enterprises (MSEs).
- II. Micro & Small enterprises (MSEs) will be exempted from payment of Earnest Money Deposit (EMD).
- III. The Purchase preference as stipulated in MSME policy notification of Govt. of India Dated 23.03.2012 and any other notification issued thereafter shall be provided.
- IV. MSEs must indicate their registration number and date of their MSE registration, which should be valid as on last date of submission of tender. MSEs seeking exemption and benefits should upload an attested/self-certified copy of valid registration certificate i.e., Udyam Registration Certificate, giving details such as stores / services etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.
- V. In case the MSE does not fulfil the criteria at Sr. No. IV above, such offers will not be considered for benefits detailed in MSE notification of Government of India dated 23.03.2012 and any other notification issued thereafter. Bidder must upload scanned copies of above referred documents in support of their eligibility of bid. In the event of any document found fabricated/forged/tampered/altered/manipulated during verification, the Tenderer will be liable for any loss suffered by the AIIMS Bilaspur (H.P.) and he/ they himself/themselves would disqualify for future participation in the tenders of AIIMS Bilaspur (H.P.) works for the next Two years.
- VI. If after award of contract, MSME resiles to accept the offer then AIIMS BILASPUR (H.P.) reserves the right to debar the party for two years along with taking other actions allowed under different clauses and it may also take-up with MSME Authorities for cancellation of their License.

Declaration of Near Relative: -

If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of AIIMS BILASPUR (H.P.) OR alternatively, if any relative of an officer of the AIIMS BILASPUR (H.P.) has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

The provisions of Public Procurement (Preference to Make in India), order 2017 (dated 15.06.2017) read with subsequent amendments from time to time including amendments dated 04.06.2020 and 16.09.2020 and the provisions of Rule 144(xi) of the General Financial Rules (GFRs) 2017, as amended from time to time, shall be read as a part of the present tender to the extent applicable thereto. The said Order/Rule contains detailed provisions relating to policy of Govt of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment in India. The said policy provides for giving purchase preference to the local suppliers in the procurements by the Govt subject to certain terms and conditions as laid down therein.

TERMS AND CONDITIONS GOVERNING CONTRACTS FOR APPOINTMENT OF RATE CONTRACT FOR REFILLING OF MEDICAL OXYGEN & OTHER MEDICAL GAS CYLINDERS AND LIQUIDS SUPPLY FOR TWO YEARS AT AIIMS BILASPUR HIMACHAL PRADESH.

Definitions:

- i. The term 'Contract' shall mean and include the Invitation to Tender incorporating also the instructions to Tenderer, the Tender, its Annexures, Appendices, Acceptance of tender and such general and special conditions as may be added to it.
- ii. The term 'Contractor' shall mean and include the person(s), Firm or Company with whom the contract has been placed including their heirs, executors, administrators and successors and the permitted assigns as the case may be.

Parties to the Contract:

(a) The Parties to the contract are the contractor and the AIIMS BILASPUR, HIMACHAL PRADESH.

(b) The person signing the tender or any other documents forming part of the tender on behalf of any other person or a firm shall be deemed to warrant that he has authority to bind such other person or the firm as the case may be in all matters pertaining to the contract. If at any stage it is found that the person concerned had no such authority, the AIIMS BILASPUR HIMACHAL PRADESH may, without prejudice to other civil/criminal remedies, terminate the Contract and hold the signatory liable for all costs and damages.

Constitution of Contractor:

(a) Contractor/shall, in the tender, indicate whether he/ they is/are a Sole Proprietary Concern, or Registered Partnership Firm, or a Private Limited Company, or a Public Limited Company incorporated in India. The composition of the partnership, or names of Directors of Company, as applicable, shall be indicated. The Contractor shall also nominate a person for the active management and control of the work relating to the Contract during the tenure of the Contract. The person so nominated shall be deemed to have full authority from the Contractor in respect of the Contract and his acts shall be binding on the Contractor.

(b) If the Tenderer is a partnership firm, there shall not be any re-constitution of the partnership without the prior written consent of the AIIMS Bilaspur (H.P.) till the satisfactory completion of the Contract, failing which the Contract shall be forthwith liable for termination treating it as breach of Contract by the Contractor with consequences flowing there from.

(c) The Contractor shall notify to the AIIMS BILASPUR(H.P.) the death/resignation of any of their partners/directors immediately on the occurrence of such an event. On receipt of such notice, the AIIMS Bilaspur (H.P.) shall have the right to terminate the Contract.

Subletting: -

The Contractor shall not sublet, transfer, or assign the Contract, or any part thereof.

Bribes, Commission, corrupt gifts etc.

An Act of bribe, gift or advantage, given, promised or offered, by or on behalf of the Contractor, or any one of their partners/Directors/Agents or officials, or any person on his or her behalf to any officer, officials, representative or agent of the AIIMS BILASPUR(H.P.), or any person on his or their behalf, for showing any favour or forbearing to show any disfavour to any person in relation to the Contract, shall make the Contractor liable for termination of this Contract or any other Contract with the AIIMS BILASPUR(H.P.) and the contractor shall be liable to reimburse the AIIMS BILASPUR(H.P.) of any loss or damage resulting from such cancellation.

Period of Contract:

AIIMS Bilaspur (H.P.) reserves the right for period of Contract will be for Two years.

Foreclosure

The Institute may discontinue the contract at any point of time, without assigning any reason for the same, by giving one month notice before the intended date of discontinuation and will not be liable to any charges or compensation payable to the Service Provider or any other person. The Service Provider may discontinue the contract at any point of time, by giving a notice at least 90 days before the intended date for discontinuation. However, it will lead to forfeiture of the Performance Bank Guarantee deposited, in case of discontinuation without a notice or a notice less than 90 days prior to the intended date of discontinuation. The Institute will have the right to claim damages and recover them from the Service Provider, in addition to forfeiting the Performance Bank Guarantee of the Service Provider.

- a) The contract will be governed by the laws of India for the time being in force.
- b) In case of any dispute arising out of and touching upon the contract, the same will be first referred to the Executive Director, AIIMS Bilaspur (H.P.) with a view to settle the disputes.
- c) The results of technical evaluation will be uploaded on the CPPP Portal. In case there are technically disqualified bidders, the reasons for disqualification will be uploaded and price bid shall be opened only after 2 (two) working days. If any of the bidders is disqualified, he may submit grievance only through CPPP portal within two working days from the date of disqualification. **However, no new documents will be accepted.** In case of receipt of grievance, Executive Director AIIMS Bilaspur (H.P.) will redress the grievance by passing Speaking Order within three (3) working days after which the price bid will be opened.

Tender Currencies:

The bidders are required to quote in Indian Rupees only.

Payment Terms: -

- a) For processing the payment, the supplier has to submit invoice in triplicate along with received challan copy.
- b) Payment shall be released after it is ensured that quantity and quality of items supplied are to the entire satisfaction of AIIMS, Bilaspur (H.P.) and accepted.
- c) The payment shall be made to the supplier on the satisfactory receipt of the goods ordered.
- d) Advance payment shall not be made under any circumstances.
- e) The payment shall be made to the supplier's A/c through NEFT/RTGS mode as per the details provided by the supplier.

Legal Jurisdiction: -

The Courts at Bilaspur (H.P.), Himachal Pradesh 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.

Dispute Resolution: -

- a) Any dispute and or difference arising out of or relating to this service contract will be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Executive Director, AIIMS, Bilaspur (H.P.).
- b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.
- c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of the service contract, neither party shall be entitled to suspend the work /service to which the dispute relates on account of the arbitration and payment to the service provider shall continue to be made in terms of the service contract. Arbitration proceedings will be held at Bilaspur (H.P.) only.

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.

RISK PURCHASE:

If successful tenderer fails to supply material within the stipulated delivery date or material supplied other than specification specified in our Tender Documents, AIIMS Bilaspur reserves the right to terminate contract for that item(s), forfeiture of Performance security deposit and to procure same or equivalent material from alternative sources at the vendor's risk, responsibility and cost. Any extra cost incurred in the procurement of the material from alternative source will be recovered from the Performance Security Deposit / Bank Guarantee and pending Bills of existing firm and if the value of the materials under risk purchase exceeds, the amount of Security Deposit and / or Bank Guarantee and Pending Bills, the same may be recovered, if necessary, by due legal process or black listing of the firm depending upon the circumstances of the default/merit of the case.

NO HIKE IN PRICES DURING VALIDITY OF CONTRACT & ITS EXTENSION (IF ANY): -

The rates quoted should be justified as the lowest quoted for any Govt. or Pvt. Hospital in India. If the price of any item is reduced due to any reason during the validity of tender, the Supplier Agency/Contractor will intimate the reduced price immediately and will charge as per the reduced rates. No hike in rates should be allowed during validity of Rate Contract period and any other extended period under any circumstances.

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 extraordinary events or circumstances beyond human control, such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause) 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.

TURNOVER PROVISIONS: -

The bidder should have an annual turnover of at least 50% of the total estimated tender value from Medical Gases only duly certified by Chartered Accountant. The tenderers should also submit a certified copy of the last three years Annual Accounts with Audited certificate by Chartered Accountant and Income Tax returns of last three financial Years.

RIGHT OF ACCEPTANCE:

The AIIMS, Bilaspur (H.P.) reserve the right to accept the whole or any part or portion of the bid; and the bidder shall provide the same at the rates quoted. The AIIMS Bilaspur (H.P.) reserve the right to reject any or all tenders /quotations or all offers received in response to the tender or cancel or withdraw the tender notice without assigning any reason thereof and also does not bind itself to accept the lowest quotation or any tender and no claim in this regard shall be entertained.

L1 Clause:

The **L1** will be determined based on total **value of all BOQ Items** (total quantity × quoted rate {inclusive of all taxes & freight}) for all items collectively (Total value wise evaluation).

Note:

- (i) Rates of items given in Annexure-B should be quoted separately in financial bid (in PDF format) and their Rate contract will be established separately at their L1 prices. the award for refilling of each type of medical gas cylinders and liquids Nitrogen will be responsible for providing all the requirements shown in Table 2, for their respective cylinders at L1 rates.
- (ii) Please note that it is the mandatory condition that all the participating Bidder/companies may participate and quote their prices for each and every Medical Gases and liquid nitrogen and also items mentioned in Annexure-B in this e-Tender, failing which their offer shall be summarily rejected & no further correspondence will be entertained.

EMD EXEMPTION:

The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GFR-2017 with the bid. Under the MSME category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy. **Relaxation of EMD for MSME vendors to be substituted by 'Bid Security Declaration' as per Annexure-III.**

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.

Other:

Drivers operating the bidder's vehicles for the transportation of medical gas cylinders must hold a valid license and up-to-date certificate for transporting dangerous or hazardous goods, in compliance with applicable laws and regulations. In case of any default or non-compliance with traffic regulations or other applicable rules resulting in the vehicle being impounded or any action being taken by authorities, leading to a delay in supply, the purchaser shall have the right to initiate a risk purchase at the cost and risk of the bidder. All expenses incurred in such a risk purchase shall be borne entirely by the bidder.

Rate Contract for Supply & Refilling of Medical Oxygen & Other Medical Gas Cylinders and liquids supply at AIIMS Bilaspur, Himachal Pradesh

Annexure- I

Undertaking by Bidder

(To be submitted on letter head of the company/ firm)

I/We hereby certify that the above firm has not been blacklisted by any Central/State Government/Public Undertaking/Institute on any account in last three year.

I/ We also certify that firm will be supply the item as per the specification given by Institution and also abide all the terms & conditions stipulated in tender.

I/We also certify that the information given in bid is true and correct in all aspects and in any case at a later date it is found that any details provided are false and incorrect, any contract given to the concern firm or participation may be summarily terminated at any stage, the firm will be blacklisted and Institute may impose any action as per Govt. guidelines.

Date:
Place:

Name:
Business Address:
Signature of Bidder:
Seal of the Bidder:

**Rate Contract for Supply & Refilling of Medical Oxygen, Other Medical Gas Cylinders &
Liquid Nitrogen at AIIMS Bilaspur, Himachal Pradesh**

**Annexure - II
TENDER ACCEPTANCE CERTIFICATE
(To be given on Bidder/company letter head)**

1. I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/Work' form the website(s) namely: - Rate Contract for Supply & Refilling of Medical Gas Cylinder at AIIMS Bilaspur (H.P.).
2. I/We hereby certify that I/we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc.) which form part of the contract agreement and I/we shall abide hereby the terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your Institute too have all been taken into consideration, while submitting this acceptance letter.
4. I/we hereby unconditionally accept the tender conditions of above-mentioned tender document(s)/corrigendum(s) in it's totally/entirely.
5. In case any provision of this tender is found violated, then your Institute shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Date:

Place:

Name:

Business Address:

Signature of Bidder:

Seal of the Bidder:

Annexure - III
Proforma for Earnest Money Deposit Declaration

(To Be submitted on Bidder's Letterhead)

Whereas, i/we (Name of Agency) have submitted bids for (name of good/work/ service) for tender no. Dt.

I/we hereby submit following declaration in lieu of submitting Earnest Money Deposit.

1. If after the opening of tender. I/we withdraw and/or modify my/our bid during the period of validity of tender (Including extended validity of tender) as specified in the tender documents.
Or
2. If, after the award of work, I/we fail to sign the contract or to submit performance guarantee before the deadline in the tender documents.

I/We shall be suspended for one year and shall not be eligible to bid for AIIMS, Bilaspur (H.P.) Tenders from date of issue of suspension order.

Date
Place

Signature with Seal of the bidder(s)
Full company address with contact details

FORWARDING LETTER

The Executive Director,
AIIMS Bilaspur, Himachal Pradesh

SPACE for PHOTO

Dear Sir,

1. I submitted the e- Tender for appointment as RC for Supply & Refilling of Medical Oxygen, Other Medical Gas cylinders & Liquid Nitrogen from _____ to _____.
2. I have thoroughly examined and understood all the terms & conditions as contained in the Tender document, invitation to tender, General Information to Tenderer and its annexure & appendix and agree to abide by them.
3. I agree to keep the offer open for acceptance up to and inclusive of _____ (the date to be specified by AIIMS Bilaspur (H.P.) at the time of floating of tender). I/We shall be bound by communication of acceptance of the offer dispatched within the time.
4. I have deposited EMD of Rs. _____ Rupees _____ (in word) through NEFT/RTGS/Other Electronic means vide UTR No. _____ in the bank Account no. _____ Bank/Branch _____ as mentioned in tender document. In the event of my/our tender being accepted, I/We agree to furnish within fifteen working days of acceptance of the tender Security Deposit as stipulated in the Tender.
4. I do hereby declare that the entries made in the tender and Appendices/Annexures attached therein are true and also that I/We shall be bound by the act of my/our duly constituted Attorney.
5. I hereby declare that my Firm/Company has not been blacklisted/debarred/Banned/Suspended during the last two years.
6. I hereby declare that no contract entered into by me, my Firm/Company with AIIMS / Department of Expenditure under Ministry of Finance has been terminated for violation of terms and conditions of the contract before the expiry of the contract period at any point of time during the last two years.
9. I hereby declare that the Earnest Money Deposit and/or Security Deposit has not been forfeited in the case of any Contract entered into by me/my firm/company/us with the AIIMS / Department of Expenditure under Ministry of Finance during the last two years
10. I hereby declare that I have not been convicted at any time by a Court of Law of an offence and sentenced to imprisonment for a period of three years or more. I/We certify that all information furnished by me/us is correct and true and in the event that the information is found to be incorrect/untrue, AIIMS Bilaspur (H.P) shall have the right to disqualify me/us without giving any notice or reason therefor or summarily terminate the contract, without prejudice to any other rights that the AIIMS Bilaspur (H.P.) may have under the Contract and Law.

(Signature of tenderer)

List of documents to be uploaded by the Bidders

1. Forwarding Letter
2. Tender Document (except price bid) along with supporting documents duly signed have to be scanned and uploaded at the requisite places in the CPPP Portal.
3. Name & Address of the manufacturer and their authorised dealers/ distributors/Agency with phone number, email, name and telephone/mobile.
4. Specify your firm/company is a manufacturer/ authorised dealer/ distributor/ Agency.
5. please attach a copy of the last three years of Income Tax Return. The bidders should submit along with the bid, certified photo copies of the last three years Annual Accounts certified by Chartered Accountant with Income Tax Return. otherwise bidder will not be considered for technical evaluation and will be declared disqualified.
6. Please attach annual turnover of at least 50% of the total estimated tender value from Medical Gases Only duly certified by a Chartered Accountant with his Registration number issued by Institute of Chartered Accountants of India.
7. Attested copy of Registered Deed of Partnership/Memorandum and Articles of Association/ By-laws/ Certificate of Registration etc., as applicable.
8. Power of Attorney of person signing the tender.
9. Copy of Income Tax Return of any one of last three financial years for the limited purpose of KYC.
10. PAN Card.
11. Copy of GST registration certificate, if applicable Yes/No
12. Distributor/bidder should have a minimum **three years' experience** of supply of medical gas cylinders to at least **two hospitals each with a bed capacity of 500 beds or more. (Certificate to be attached)**
13. Certificate of experience and details thereof if any -Details of the existing contract for supply of medical gas cylinders & Liquid Nitrogen to the hospital(s) with a bed capacity of 500 beds or more will be provided. Proof should be attached with bid.

Details of the existing Contracts/Previous experience for three years

	Name and address of the Organization, Name, Designation, and contact Telephone/fax no. of the officer concerned	Details regarding the contract including	Value of Contract (Rs.)	From DD/MM/Y	To DD/MM/YY
A					
B					
	Additional Information, if any				

14. Bidder criteria: Bidder should fulfil following criteria. (Document/undertaking to be attached/uploaded)

- a) Should have facility/ capacity of filling 1000 oxygen cylinders per day.
 - b) Should have in house Cylinder Testing Facility and Maintenance Workshop.
 - c) Should have manufacturing License of Medical Oxygen IP Grade from State Govt /Govt. of India.
 - d) Should have a PESO certificate for all kind of medical gases/liquid filling & storage.
 - e) It should provide and Quality certificate/test report with each supply/ lot of cylinders.
15. 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 (AIIMS Bilaspur, Himachal Pradesh (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, Bilaspur (H.P.). **If such affidavit is not submitted, their bid will be out rightly rejected.** (Part of technical bid)

16. The Medical Grade Oxygen & Nitrous Oxide in cylinders should confirm to latest IP (Indian Pharmacopoeia) standards. **(Certificate to be submitted)**
17. Manufacturer license for production of medical gases (oxygen and nitrous oxide IP) & Carbon dioxide from concern appropriate government institution. **(Certificate to be submitted)**
18. Bidder should have in house facility for regular testing **(Photos to be attached)** & certification Hydraulic pressure tests etc., Certificate from CCOE Nagpur for filling, storage of compressed gases in addition to required license for transportation of medical gas cylinders & Liquid Nitrogen.
19. Proof of supply to hospital over the period of two financial year with performance certificate should be uploaded with bid.
20. The Manufacturer/authorized dealer/vendor should have registered office in within 400 km radius of AIIMS, Bilaspur (H.P.).(submit undertaking)
21. W.H.O. GMP License or other equivalent Quality Certificate like ISO for manufacturing of gases should be provided by the bidder and upload as part of Technical Bid.
22. **Undertaking by bidder (As per Annexure-I):** - There is no vigilance/CBI case or court case pending against the firm/supplier, or blacklisted by any central/state Government/Public undertaking/institute on any account. (Last three years)
23. Since supply of quality lifesaving gases is a very important requirement of the AIIMS, Bilaspur (H.P.), the **bidder has to give an undertaking for timely supply of the gases.** The bidders should quote all items failing which their offer shall be summarily rejected & no further correspondence will be entertained. **(bidder has to give an undertaking)**
24. The firm should have a backup plan to ensure uninterrupted supply of medical oxygen within 12 hours in case of failure of main unit due to any reason. **(Details of backup plan to be submitted)**
25. Authorization certificate from manufacturer of medical gases & Liquid Nitrogen. **(If not a manufacturer)**
26. **Bidder shall upload a copy of the ATC/tender document and addenda thereto, if any, with each page of this document should be signed and stamped to confirm the acceptance of the entire terms & conditions as mentioned in the tender enquiry document.**
27. Signed & stamped compliance sheet of the technical specification.
28. The bidder must submit Tender acceptance certificate as per Annexure-II
29. Undertaking that uninterrupted supply of gas will be maintained to AIIMS, Bilaspur (H.P)
30. The Startups are exempted from the payment of Earnest Money Deposit (EMD) on submission of proof of their being registered with the agencies prescribed by Govt. of India.
31. Relaxation of EMD for MSME vendors to be substituted by 'Bid Security Declaration' as per **Annexure-III.**
32. Earnest Money Deposit details along with receipt, if any.

33. List of Scanned copy of documents attached as per the format in Appendix, duly signed by the Tenderer.
34. Tender which does not comply with these instructions shall be summarily rejected.
35. The successful tenderer will have to submit the original hard copy of MTF, T&C duly signed on each page of T&C along with annexures/appendices duly attested on or before the date & time stipulated by AIIMS Bilaspur (H.P.), failing which the EMD furnished by the Bidder is liable to be forfeited and further that the award of contract through the letter of acceptance will be issued to the successful tenderer only after he fulfils this requirement

(To be submitted on non-judicial stamp paper of appropriate value purchased in the name of the issuing Bank)

This Deed of Guarantee made this ____ day of ____ between ____ (Name of Bank) having its registered office at _____(place) and one of its local offices at ____ (hereinafter referred to as the Surety), in favour of AIIMS Bilaspur (H.P.) having its office at _____

WHEREAS M/s _____ (hereinafter referred to as "Tenderer") having its registered office at _____ is bound to furnish Performance Guarantee in the form of Bank Guarantee with AIIMS Bilaspur, (H.P.) in connection with the award of a Tender for Rate Contract at _____

WHEREAS the Tenderer as per clause no. ___ of terms and conditions of the tender No. _____ dated _____ has agreed to furnish Performance Guarantee by way of Bank Guarantee for Rs. _____ for due performance of all obligations under the contract within fifteen working days from the date of acceptance of tender.

NOW THIS WITNESSETH:

1. That the Surety in consideration of the above Tender made by the Tenderer to AIIMS Bilaspur, (H.P.) hereby undertakes to pay on demand by the AIIMS Bilaspur (H.P.) and without demur, and without notice to the Tenderer, the said amount of Rs. _____(Rupees _____).

2. This Guarantee shall not be affected /discharged by any infirmity or irregularity on the part of the Tenderer and by dissolution or any change in the constitution of AIIMS Bilaspur (H.P.), Tenderer or the Surety.

3. The Surety shall not and cannot revoke this Guarantee during its currency except with previous consent of AIIMS Bilaspur (H.P.) in writing.

4. Notwithstanding anything contained in the foregoing, the Surety's liability under the Guarantee is restricted to Rs. _____ (Rupees _____).

5. This Guarantee shall remain in force and effective upto _____.

6. The Surety will make the payment pursuant to the Demand issued by AIIMS Bilaspur (H.P.) notwithstanding any dispute or disputes raised by the Tenderer against AIIMS Bilaspur (H.P.), Bank or any other person(s) in any suit or proceeding pending before any Court or Tribunal as the surety's liability under this Guarantee is absolute and unequivocal.

7. Any forbearance, act or omission on the part of AIIMS Bilaspur (H.P.) in enforcing any of the conditions of the said Tender or showing any indulgence by AIIMS Bilaspur (H.P.) to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this Guarantee shall be discharged only on the written intimation thereof being given to the Surety by AIIMS Bilaspur (H.P.).

8. Notwithstanding anything contained hereinabove, unless a demand or claim under this Guarantee is made on the Surety in writing on or before _____ the Surety shall be discharged from all liabilities under Guarantee thereafter.

9. The Surety has the power to issue this Guarantee under its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so under the authority conferred on him by the bank.

10. Cover message for this BG has been sent to AIIMS Bilaspur (H.P.) bankers i.e., _____through SFMS.

SIGNED AND DELIVERED

For and on behalf of

For and on behalf of above-named Bank

For and on behalf of

(Banker's Name and Seal)

Technical specifications

Table 1: Regular refill and supply items

S.No.	Item	Number*
01	Oxygen (O ₂) A Type cylinder pin index 2, 5 (5 Ltr.) Should have working pressure at 26° C: 140 kgf/cm ²	50
02	Oxygen (O ₂) B Type cylinder Item Description: Should have working pressure at 26° C: 140 kgf/cm ²	8,000
03	Oxygen (O ₂) Bulk Cylinder, D Type Item Description: Should have working pressure at 26° C: 140kgf/cm ²	3,000
04	Nitrous Oxide (N ₂ O) A Type cylinder pin index 3, 5 (5 Ltr.) Item description: Minimum: 2.8 kg over and above tare weight of cylinder having 4.6-liter water capacity.	50
05	Nitrous Oxide (N ₂ O) B Type Cylinder Should have working pressure 150 Kgf/cm ² Gas Carrying Capacity-B/ 10.2Litre Should not contain less than 98.0% V/V of Nitrous Oxide	05
06	Nitrous Oxide (N ₂ O) Bulk cylinder, D Type Item Description: Should have Minimum Capacity: 16.65 cu. Meter equivalent to 28 kg over and above tare weight (51 kg with necking) of cylinder having 46.7-liter water capacity	100
07	Carbon Dioxide (CO ₂) B Type Should have working pressure of 150 BAR Gas Carrying Capacity-B/10 litres Purity 99%-100%	100
08	Carbon Dioxide (CO ₂) Bulk cylinder, D Type Item Description: Should have Minimum capacity of 30 kg over and above tare weight (51 kg with necking) of cylinder having 46.7-liter water capacity	150
09	Liquid Nitrogen IR 10 (10.5 litres capacity. Empty weight 11/5. Full weight 29.8/15.2)	04
10	Liquid Nitrogen IN 50 (50 litres capacity empty weight 32.6/14.8 full weight 121.7/63.3)	12
11	Liquid Nitrogen (capacity IN 121 Ltr.)	12
12	Liquid Nitrogen (Capacity IN 200 Ltr.)	12

*Estimated/Tentative requirement of cylinders per year.

Note: The quantity of the above mentioned items in the tender is adhoc/approximate/not final and can be increased or decreased depending upon the actual requirement during the contract period and bidder bound to supply the material on L-1 Prices.

**Table 2- As and when required item
(This document to be submitted with financial bid)**

S. no	Particular	Rates per Cylinder Unit Excluding GST	GST %	Rates per Cylinder Unit including GST
1.	Painting with numbering D- type Cylinder of AIIMS Cylinder			
2.	Painting with numbering B-type Cylinder of AIIMS Cylinder			
3.	Valve replacement Medical Oxygen/Nitrous Oxide/Carbon dioxide D-Type Cylinder of AIIMS Cylinder			
4.	Valve replacement Medical Oxygen/Nitrous Oxide B-Type Cylinder of AIIMS Cylinder			
5.	Valve Spindle of AIIMS Cylinder			
6.	P.T.F.E Washer of AIIMS Cylinder			
7.	Drill out broken/damaged spindle			
8.	Drill out broken/damaged valve			
9.	Brass Nut Nitrous Oxide pig tail			
10.	Brass Nut of Oxygen pig tail			
11.	Replacement of D type Oxygen/ Nitrous Cylinder of contractor			
12.	Replacement of B type Oxygen/ Nitrous Cylinder of contractor			
13.	Hydrostatic test from an agency with PESO licence under GCR 2016 rule 35			
14.	Rent per Cylinder/per day which will be charged after 3 months from the date of receiving of refilled cylinders, in case the buyer keeps cylinder with them (applicable only for contractor's cylinder)			

Specification for Medical Gases

Purity of various gases as per medical standards and usage except nitrogen (N₂) which is not for medical purpose as per latest IP.

S. No.	Item	Parameter	Specification
1	Carbon di-oxide	Odour Assay (Purity), % Moisture (V/V) (PPM)	Odourless 99.90 Min. 20.00 Max.
2	Nitrogen	Nitrogen 5.0	≥ 99.999%
3	Oxygen	Purity	≥ 99.6% Oxygen (V/V) Carbon dioxide < 300 ppm (v/v) Carbon monoxide <5 ppm Water vapour <67 ppm
4	Nitrous Oxide	NO & NO ₂ Carbon-Mono-oxide Carbon-Di-Oxide Moisture Assay	< 2 PPM < 10 PPM < 300 PPM < 2 Mg/Lit > 98.0 %

FINANCIAL BID FORMAT

(Annexure – A)

PRICE BID FORM

PDF of same to be submitted with financial bid only and submission with technical bid may lead to rejection.

S.No.	Description of schedule of requirement as mentioned	Quantity (per unit cylinder)	Basic price for Refilling, including Transportation, loading/unloading and staking of medical gases (per unit) (in INR)	GST	Total (A+B)
			A	B	C
01.	Oxygen (O ₂) A Type cylinder pin index 2, 5 (5 Ltr.) Should have working pressure at 26° C: 140 kgf/cm ²	1			
02.	Oxygen (O ₂) B Type cylinder Item Description: Should have working pressure at 26° C: 140 kgf/cm ²	1			
03.	Oxygen (O ₂) Bulk Cylinder, D Type Item Description: Should have working pressure at 26° C: 140kgf/cm ²	1			
04.	Nitrous Oxide (N ₂ O) A Type cylinder pin index 3, 5 (5 Ltr.) Item description: Minimum: 2.8 kg kg over and above tare weight of cylinder having 4.6-liter water capacity.	1			
05.	Nitrous Oxide (N ₂ O) B Type Cylinder Should have working pressure 150Kgf/cm ² Gas Carrying Capacity-B/ 10.2Litre Should not contain less than 98.0% V/V of Nitrous Oxide	1			
06.	Nitrous Oxide (N ₂ O) Bulk cylinder, D Type Item Description: Should have Minimum Capacity: 16.65 cu. Meter equivalent to 28 kg over and above tare weight (51 kg with necking) of cylinder having 46.7-liter water capacity	1			
07.	Carbon Dioxide (CO ₂) B Type Should have working pressure of 150 BAR Gas Carrying Capacity-B/10 litres Purity 99%-100%	1			
08.	Carbon Dioxide (CO ₂) Bulk cylinder, D Type Item Description: Should have Minimum capacity of 30 kg over and above tare weight (51 kg with necking) of cylinder having 46.7-liter water capacity	1			
09	Liquid Nitrogen IR 10 (10.5 litres capacity. Empty weight 11/5. Full weight 29.8/15.2)	1			
10	Liquid Nitrogen IN 50 (50 litres capacity empty weight 32.6/14.8 full weight 121.7/63.3)	1			
11	Liquid Nitrogen (capacity IN 121 Ltr.)	1			
12	Liquid Nitrogen (Capacity IN 200 Ltr.)	1			

Note: Cost of each item will be decided based on combined cost of (A)+ (B) = (C).

(Annexure – B)

(As and when required)

Rates of following items are to be filled in separate PDF and to be uploaded under financial bid.

S. no	Particular	Rates per Cylinder Unit Excluding GST	GST %	Rates per Cylinder Unit including GST
1.	Painting with numbering D- type Cylinder of AIIMS Cylinder			
2.	Painting with numbering B-type Cylinder of AIIMS Cylinder			
3.	Valve replacement Medical Oxygen/Nitrous Oxide/Carbon dioxide D-Type Cylinder of AIIMS Cylinder			
4.	Valve replacement Medical Oxygen/Nitrous Oxide B-Type Cylinder of AIIMS Cylinder			
5.	Valve Spindle of AIIMS Cylinder			
6.	P.T.F.E Washer of AIIMS Cylinder			
7.	Drill out broken/damaged spindle			
8.	Drill out broken/damaged valve			
9.	Brass Nut Nitrous Oxide pig tail			
10.	Brass Nut of Oxygen pig tail			
11.	Replacement of D type Oxygen/ Nitrous Cylinder of contractor			
12.	Replacement of B type Oxygen/ Nitrous Cylinder of contractor			
13.	Hydrostatic test from an agency with PESO licence under GCR 2016 rule 35			
14.	Rent per Cylinder/per day which will be charged after 3 months from the date of receiving of refilled cylinders, in case the buyer keeps cylinder with them (applicable only for contractor's cylinder)			