

Tender Document for
“Annual Rate Contract for Refilling of Medical Gas Cylinder” at
All India Institute of Medical Sciences, Raipur

CRITICAL DATE SHEET

Published Date	20.05.2021 at 06.00 PM
Bid Document Download	21.05.2021 at 10.00AM
Seek clarification Start Date	24.05.2021 at 10.00 AM
Seek clarification End Date	29.05.2021 at 03.00 PM
Pre bid meeting	31.05.2021 at 03.00 PM
Bid Submission Start Date	04.06.2021 at 12.00 PM
Bid Submission End Date	16.06.2021 at 03.00 PM
Bid Opening Date	17.06.2021 at 03.30 PM



All India Institute of Medical Sciences, Raipur

G.E. Road, Tatibandh, Raipur– 492099, Chhattisgarh

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Website: www.aiimsraipur.edu.in



अखिलभारतीयआयुर्विज्ञानसंस्थान, रायपुर, छत्तीसगढ़
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Sub: - Online bids are invited for “**Rate Contract for Refilling of Medical Gas Cylinder**” at AIIMS, Raipur (C.G.)” as per details and specification shown in the Annexure-I.

All India Institute of Medical Sciences (AIIMS) Raipur invites sealed tender for “**Rate Contract for Refilling of Medical Gas Cylinder**” as per details and specifications shown in the **Annexure-I** on the following terms & conditions:

TERMS&CONDITIONS:

1. Tender document may be downloaded from AIIMS web site www.aiimsraipur.edu.in (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET.
2. Bid shall be submitted online at CPPP website: <https://eprocure.gov.in/eprocure/app>.
3. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4. Tenderer who has downloaded the tender from the **AIIMS web site www.aiimsraipur.edu.in** and Central Public Procurement Portal (CPPP) eProcurement website <https://eprocure.gov.in/eprocure/app> **shall not tamper/modify the tender form including downloaded price bid template in any manner.** In case if the same is found to be tempered/ modified in any manner, tender shall be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with AIIMS Raipur.
5. **Manual bid shall not be accepted in any circumstance.**
6. The complete bidding process in online bidding, Bidder 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.
7. **Tenderers are advised to follow the instructions provided in the ‘Instructions to the Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>.**
8. **Quotations should be valid for 180 days** from the tender due date i.e. tender opening date. The bidder should clearly indicate the period of delivery.
9. In the event of withdrawal / revocation of the tender before the date of acceptance the earnest money will be forfeited.
10. **Tender Cost: - Exempted as per GFR -2017.**
11. **Earnest Money:** The declaration of EMD exemption is attached on **Annexure III**. It must be uploaded on the letterhead of the tenderer.
12. Director, AIIMS, Raipur reserves the right to cancel the tender at any time without assigning any reason there.
13. The place of delivery will be store area of the Gas Plant Room in front of Trauma Block (**Manifold room, Ground floor**), AIIMS, Raipur.
14. No installation and uprooting charges will be paid.

15. Any freight and cartage charges will be borne by the contractor for delivering the items.
16. On satisfactory performance and completion of the contract in all respects, the security money will be refunded to the contractor without any interest.
17. Failure or delay in supply of life saving medical gases shall result in financial penalty and administrative action as decided by Director AIIMS Raipur.
18. The tenderer should maintain standards of cylinders and gases as per approved Govt. norms and should give an undertaking that if any mishap occurs to the personnel working with cylinders or damage occurs to the equipment's due to gases, the supplier shall be responsible for the same.
19. Firm must give an undertaking to the hospital that they will provide uninterrupted supplies as per demand of the hospital.
20. The Director AIIMS Raipur reserves the right to make an alternative arrangement at risk and cost of the firm if it fails to supply the gases timely.
21. The rejected supply if any should be taken and replaced by the supplier within the specified period, without causing any interruption to the hospital services.
22. Cylinder Supply and collection for refilling should be made between 7:00 AM to 3:00 PM only.
23. In case supply is not received till 3.00 PM, the hospital authorities will have a right to purchase Medical Gases from the open market and extra money spent due to rate difference plus cartage charges will be deducted from the performance security of the supplier.
24. The details of enclosures should be numbered and total pages should be mentioned in the forwarding/ offer letter.
25. Supplier /Manufacturer can visit the existing Manifold room of AIIMS Raipur.
26. 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 is finalized.
27. In case of disputes, the same shall be referred to any arbitrator appointed by the Director AIIMS Raipur and the decision of the arbitrator will be final and binding to both the parties. The venue of the arbitration shall be Raipur.
28. Tenderer must provide evidence of having supplied government hospital / reputed private hospital organizations in India similar nature of items of at least **Rs 73,18,158/-** of contract value in the last three years and the copy of the same should be uploaded.
29. The firm should be registered and should have the average annual turnover of the bidder in the last three financial years should not be less than **Rs 1,46,36,316/-** of contract value. Copies of authenticated balance sheet for the past three financial years should be uploaded.
30. The tender document must be accompanied by copy of PAN, Certificate of firm/company registration, GST registration (Sales tax).
31. The quantity shown against each item is approximate and may vary as per demand of the Institute at the time of placement of order.
32. The bidder must be able to provide the product/items within specified time period as prescribed in the Purchase Order, failing which the EMD will be forfeited. Furthermore on completion of the stipulated time period, Purchase Order will be cancelled and award will be given to another qualified bidder with the negotiated terms & conditions as per Institutes norms.

33. In the event of any dispute or difference(s) between the vendee (AIIMS Raipur) and the vendor(s) arising out of non-supply of material or supplies not found according to the specifications or any other cause what so ever relating to the supply or purchase order before or after the supply has been executed, shall be referred to the Director/AIIMS/Raipur who may decide the matter himself or may appoint arbitrator(s) under the arbitration and conciliation Act 1996. The decision of the arbitrator shall be final and binding on both the parties.
34. The place of arbitration and the language to be used in arbitral proceedings shall be decided by the arbitrator.
35. All disputes shall be subject to Raipur Jurisdiction only.
36. **AIIMS Raipur reserves the rights to accept/reject any bid in full or in part or accept any bid other than the lowest bid without assigning any reason thereof. Any bid containing incorrect and incomplete information shall be liable for rejection.**
37. The Tender/Bid will be opened online at website <https://eprocure.gov.in/eprocure/app> on Store office at AIIMS Raipur Premises at the time of bid opening.
- i) Only those financial bids will be opened whose technical bids are found suitable by the expert committee appointed for the concerned instrument/equipment.
- ii) No separate information shall be given to individual bidders. In incomparable situation, the committee may negotiate price with the technically and financially qualified bidder before awarding the bid.
38. Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership, etc.
39. **Award of Contract**
The Purchaser will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has bided the lowest evaluated quotation price.
- i) Notwithstanding the above, the Purchaser reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.
- ii) The bidder whose bid is accepted will be notified of the award of contract by the Purchaser prior to expiration of the bid validity period. The terms of the accepted bid shall be incorporated in the purchase order.
40. The competent authority reserves all rights to reject the goods if the same are not found in accordance with the required description / specifications/quality.

Stores Officer (Hospital),
For and on behalf of **Director, AIIMS Raipur.**

Other Terms & Conditions:

1. Performance Security Deposit (PSD):

- a. The successful bidder shall have to submit Performance Security Deposit (PSD) of 03% of contract value within 21 days from the date of issue of Letter of Award (LOA). Extension of time for submission of PSD beyond 21 days and up to 45 days from the date of issue of LOA may be given by the competent authority to sign the contract agreement however a penal interest of 15% per annum shall be charged for the delay beyond 21 days. i.e. 21st day after the date of issue of LOA. In case the contractor fails to submit the requisite PSD even after 45 days from the date of issue of LOA the contract shall be terminated duly forfeiting the EMD and other dues, if any payable against the contract. The failed contractor shall be debarred from participating in re-tender (if any) for that item.
- b. Successful supplier/firm should submit Performance Security Deposit in favour of "AIIMS, Raipur" to be received in the Store Office (Hospital), Room No. 146, Lower Ground Floor, C-C1 Block, Opp. Department of Nuclear Medicine, Gate No.01, Tatibandh, Raipur (C.G) Pin-492099 before the date of commencement of supply or 21 days from the date of acceptance of the LOA, whichever is earlier. The Performance Security Deposit shall be furnished in the form of FDR/DD/Bank Guarantee or performance guarantee bond as per proforma given in the tender documents, for an amount covering 03% of the contract value.
- c. The Performance Security Deposit should be established in favour of "AIIMS Raipur" through any Schedule Bank with a clause to enforce the same on their local branch at Raipur.
- d. Validity of the Performance Security Deposit shall be for a period of 60 days beyond entire contract period.

2. Delivery & Installation:

- a. The successful bidders should strictly adhere to the following delivery schedule; supply should be effected within **2 days (48 hours)** from the receipt of Purchase order and this clause should be strictly adhere to failing which administrative action as deemed fit under rules will be taken against the defaulter. Purchase Order will be placed as per requirement of institute.
- b. If the supplier fails to deliver any or all of the goods or fails to perform the service within the time frame(s) incorporated in the tender, the Purchaser shall, without prejudice to other right and remedies available to the Purchaser under the tender, deduct from the quoted price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of the quoted price. Once maximum 10% of value of contract for delayed supply is reached, Purchaser may consider termination of the tender.

3. Right of Acceptance:

AIIMS, Raipur reserves the right to accept or reject any or all tenders/quotations without assigning any reason there of and also does not bind itself to accept the lowest quotation or any tender. AIIMS, Raipur also reserves the rights to accept all the equipment/instruments in the given tender or only part of it in any given schedule without assigning any reason.

4. Validity of the bids:

The bids shall be valid for a period **of 180 days** from the date of opening of the tender. This has to be so specified by the tenderer in the commercial bid which may be extended, if required.

5. **Risk Purchase & Recovery of sums due:**

- Failure or delay in supply of any or all items as per Requisition / Purchase Order, Specification or Brand prescribed in the tender, shall be treated as '**non-compliance**' or 'breach of contract' and the order in part of full be arranged from alternative source(s) at the discretion of the hospital authority and the difference in price can be recovered from the tenderer.
- The amount can be recovered from any of his subsequent / pending bills or security Deposit.
- In case the sum of the above is insufficient to cover the full amount recoverable, the contractor shall pay to the purchaser, on demand the remaining balance due.

6. **Communication of Acceptance:**

AIIMS, Raipur reserves all right to reject any tender including of those tenderers who fails to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of this Institute in this regard will be final and binding.

7. **Insolvency etc.:**

In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified AIIMS, Raipur shall have the power to terminate the contract without any prior notice.

8. **Force Majeure:**

- a. If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, exception, epidemics, quarantine restriction, strikes lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by party to other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance and deliveries.
- b. Further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, AIIMS, Raipur may, at list option to terminate the contract.

9. **Breach of Contract:**

In case of breach of any terms and conditions as mentioned in agreement/contract, the Competent Authority, will have the right to cancel the contract without assigning any reasons thereof and nothing will be payable by AIIMS, Raipur. In that event the security deposit shall also stand forfeited.

10. **Subletting of Contract:**

The firm shall not assign or sublet the contract or any part of it to any other person or party without having prior permission in writing of AIIMS, Raipur, which will be at liberty to refuse if thinks fit. The tender is not transferable.

11. Right to call upon information regarding status of contract:

AIIMS, Raipur will have the right to call upon information regarding status of contract at any point of time.

12. Terms of payment:

- a. The payment would be made for actual supply taken and no claim in this regard should be entertained. 100% payment will be made on receiving goods in store conforming to approved quality & ordered quantity.
- b. No payment shall be made for rejected Stores. Rejected items must be removed by the supplier within two days of the date of rejection at their own cost & replace immediately. In case these are not removed, these will be auctioned at the risk and responsibility of the suppliers without notice.
- c. Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount with revenue stamp;
- d. Two copies of delivery challan identifying contents of each package;
- e. Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the supplier at rates as notified from time to time.
- f. No payment shall be made for rejected. Rejected items must be removed by the supplier within a week of the date of issue of rejection advice at their own cost & replace immediately. In case these are not removed other penalty will be imposed.

13. Good & Service Tax :

- a. GST rates applicable on the quoted item may please be mentioned in the bid document.
- b. It may be confirm if there is any (Upward/Reduction) in the Basic Price structure. Bidders are required to pass the Input Credit as per the following Anti Profiteering Clause of GST.
"Upon Implementation of GST, any reduction in the rate of tax on supply of goods or service or the benefit of input tax credit shall be passed on to AIIMS Raipur by way of commensurate reduction in the prices".
- c. **HSN Code** for each item should be clearly mentioned.

14. Fall Clause:

1. Prices charged for supplies under Rate Contract by the supplier should in no event exceed the lowest prices at which he bids to sell or sells the stores of identical description to any other State Government/DGS&D/Public Undertaking during the period of the contract.
2. If at any time during the period of contract, the prices of tendered items is reduced or brought down by any law or Act of the Central of State government, the supplier shall be bound to inform Purchasing Authority immediately about such reduction in the contracted prices, in case the supplier fails to notify or fails to agree for such reduction of rates, the Purchasing authority will revise the rates on lower side. If there is a price increase for any product after quoting the rates, the bidder will have to supply the item as per quoted rates. This office will not accept any higher rates after wards.
3. If at any time during the period of contract, the supplier quotes the sale price of such goods to any other State Govt./DGS&D and Pubic Undertakings at a price lower than the price chargeable under the rate contract he shall forthwith notify such reduction to Purchasing Authority and the prices payable under the rate contract for the equipment's supplied from the date of coming into force of such price stands correspondingly reduced as per above stipulation.

4. Any deviation in the material or specifications from the accepted terms may liable to be rejected and the suppliers need to supply all the goods in the specified form to the satisfaction/ specifications specified in the Purchase order and demonstrate at the their own cost.

15. Arbitration:

If any difference arises concerning this agreement, its interpretation on payment to the made there under, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, either of the parties may make a request to the Director, AIIMS Raipur to settle the dispute by Sole Arbitrator. Sole arbitrator will be appointed by the Director, AIIMS Raipur. The provision of Arbitration and Conciliation Act, 1996 and the rule framed there under and in force shall be applicable to such proceedings.

16. Option Clause/ Tolerance Clause:

If essentially stipulated by indenting authority, which is duly approved by competent authority of AIIMS Raipur. Then purchaser retains the right to place the repeat order for an additional quantity with the same rate and terms of contract. This clause should be a part of bid document and the contract.

17. Legal Jurisdiction:

The agreement shall be deemed to have been concluded in Raipur, Chhattisgarh and all obligations hereunder shall be deemed to be located at Raipur, Chhattisgarh and Court within Raipur, Chhattisgarh will have Jurisdiction to the exclusion of other courts.

18. Rate wise comparison of the quotes will be made and L1* will be decided on Total Amount. In this context, final decision of the committee will be binding on all and no claim in this regard will be entertained. The quantity indicated is tentative and may vary, and any decision in this regard by Director AIIMS Raipur shall be final.

19. Contract Period:

The Rate contract will be valid for 2 years from the date of finalization of tender and same can be extended by the Director, AIIMS Raipur on mutual agreement on same terms and conditions for one more year. Director AIIMS Raipur reserves the right to terminate contract at any stage if supplies and performance found unsatisfactory on observation of user Department.

Stores Officer (Hospital),
For and on behalf of **Director, AIIMS Raipur.**

SPECIAL CONDITION:-

1. The firm must be manufacturer/ authorized distributor of medical gases i.e. medical oxygen, nitrous oxide, medical CO₂ and the firm should hold valid manufacturing license for medical gases from the state drug 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, 2004 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 reputation and experience of over last 5 years as Medical Gas manufacturer/ authorized supplier to at least two more than 200 bedded reputed government hospitals and should be supported with certificate issued.
5. Should have full facility for testing and logging for impurities in each batch of manufactured gas & cylinders.
6. All cylinders should be tested and specified for filling of medical gases by CCE approved test shop.
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 1981, expenditure for testing & certification will be borne by company.
8. The firm should have adequate & efficient safe transport and a depot in Raipur region in order to ensure timely supply of medical gases.
9. The firm should maintain color code of all medical gases cylinders.
10. The firm should not demand separate security, caution money & rent/ maintenance charge, transport charges and holding charges on gas cylinders.
11. The firm should supply and station the cylinders to the store area of the manifold room. No installation and uprooting charges will be paid.
12. The firm will be responsible for routine check and maintenance at no extra cost.
13. The firm should ensure for refilling and supply of all type of cylinders A, B & D/Bulk for medical gases (O₂, N₂O & CO₂).
14. Tenderer are 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 Raipur and the benefit of reduced rate should be passed to AIIMS Raipur.
15. Director AIIMS Raipur reserves the right to select different vendors if the lowest rates for different gases differ among bidders.
16. Cylinder should mention date of last testing & due date of next testing.
17. Note: Representative from the hospital 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.

18. The Bidder can quote for all or any one gas.
19. Gas supplies made to emergency service 108 is acceptable for performance certificate provided total no. of cylinders supplied every year is more than 600.
20. For Carbon Dioxide, the rate should be quoted on per 30 Kg basis; For O₂, the cylinder pressure should be more than 135-bar in winter and more than 140-bar in summer. Cylinder showing less pressure shall be returned and the vendor shall replace them with adequately filled cylinders at their own cost.

Stores Officer (Hospital),
For and on behalf of **Director, AIIMS Raipur.**

CHECKLIST

The Bidder should ensure that the following information's/ documents are enclosed along with the Bidding documents:

Technical BID (scanned copy should be uploaded)

1. Declaration for EMD (Annexure III) on letterhead must be uploaded.
2. Please mention that the bidder is Manufacture /Distributor /Dealer / Trader/Supplier relevant document should be uploaded.
3. In case of distributor/dealer/trader/supplier must be upload tender specific authorization certificate from OEM/ manufacturer should be uploaded (as per Annexure II)
4. Copy of PAN Card should be uploaded.
5. Firm/Company registration certificate should be uploaded.
6. GST registration certificate should be uploaded.
7. Income Tax Return of last three years should be uploaded.
8. Tenderer must provide evidence of experience/supplied **Medical Gases** as mentioned in tender document should be uploaded.
9. Performance certificate from 2 reputed hospitals where the supplies have been made in previous five years.
10. Annual turnover & balance sheet of last three year duly certified by CA as mentioned in tender document should be uploaded.
11. "Declaration by the Bidder "(Form B) should be uploaded as mentioned in tender document should be uploaded.
12. Tenderer must provide a certificate on letter head that proprietor/firm has never been black listed by any organization should be uploaded.
13. Form A with duly filled by bidder should be uploaded.
14. Valuing Certificate issued from Department of Explosive.
15. Valid manufacturing license for Medical Oxygen, Medical CO2 and Nitrous oxide (Attested copies) / Authorization certificate from manufacturer.
16. Valid license for storage, filling and testing of cylinders (Attested copies)
17. A CCE approval test shop certificate (Attested copies)
18. Lowest rate certificate in last 2 years, certifying that the rate quoted are not higher than quoted elsewhere.
19. Non-black-listing certificate. Certificate stating that the firm has not been black listed in the past and no vigilance or other enquiries are pending against the firm.
20. Undertaking that uninterrupted supply of gases will be maintained or else alternative arrangement will be made at the risk of the supplier.
21. Certificate mentioning total number of vehicles in possession to transport filed gas cylinders and permission to ply on roads all time.
22. **Annexure-I**

PRICE BID:

Price bid in the form of BOQ in excel format only.

Technical Specifications for Medical Gases

1. Compressed Medical Oxygen

- i. Medical grade I.P. 1996/Latest IP 2010 - Certified safe for human use.
- ii. Purity 99-100%
- iii. Carbon monoxide less than 5 PPM
- iv. Carbon-di-oxide not more than 300 PPM
- v. Free from halogen, polymer & oxidizing substance & moisture.
- vi. Should not cause any damage to the materials of cylinders, Gas pipeline, Anesthesia machine and ventilators.

2. Nitrous Oxide

- i. Medical grade I.P. 1996/Latest IP 2010 -Certified safe for human use.
- ii. Purity 99-100% in liquefied form.
- iii. Humidity and other impurities zero percent
- iv. Free from hydrogen sulphide
- v. Free of all forms of reducing and oxidizing substances
- vi. Should not cause any damage to the materials of cylinders, Gas pipeline, Anesthesia machine and ventilators.
- vii. Each batch must have passed tests for alkalinity, arsenic, phosphate and ammonia

3. Carbon dioxide

- i. Medical grade I.P. 1996/Latest IP - Certified safe for human use.
- ii. Should not damage any instrument/equipment used with it.

Annexure A

Tentative Required quantity of refilling of various Medical Gas Cylinders(Approximately) per year					
Oxygen Cylinders			Nitrous Oxide Cylinders		Carbon Dioxide Cylinders
A Type (Nos)	B Type (Nos)	D Type (Nos)	A Type (Nos)	D Type (Nos)	D Type (30 KG Cylinder)
100	15000	500	100	2000	667

To,

Stores Officer (Central),
AIIMS, Raipur, Tatibandh, G.E. Road,
Raipur-492099

UNDERTAKING (on firm letterhead)

Date of Opening:

Name of Item:

Respected Madam/Sir,

1. The undersigned certifies that I/we have gone through the terms and conditions mentioned in the tender document including annexure and undertake to comply with them. The rates quoted by me / us are valid and binding on me / us for a period of two year from date of finalization of tender.
2. It is certified that rate quoted are the lowest quoted for any institution/Hospital in India.
3. I/We give the rights to Stores Officer, AIIMS, RAIPUR, Tatibandh, G.E. Road, Raipur, to forfeit the EMD/PSD deposited by me/us if any delay occur on my/agent's part or fails to supply the article at the appointed place and time and of the desired specification.
4. I/We undertake that I/We will supply a new & fresh piece of ordered item and the rejected supply, if any, will be taken back and replaced by the firm at its own cost within the specified period and without causing any interruption to the Hospital services.
5. Certificate of explosive department shall be produced at the time of supply of cylinder.
6. There is no vigilance/CBI case or court case pending against the firm/supplier.
7. I/We declare that my/our firm has not been blacklisted / debarred by any of the Govt. Hospitals / Institutions / any Govt. / Govt. Undertaking.
8. I/We undertake that if the rates of any item are lowered due to any reason, I/We will charge the lower rates.
9. I/We hereby undertake to supply the items as per directions given in supply order within the stipulated period.
10. I/We understand that Store Officer, AIIMS, RAIPUR, Tatibandh, G.E. Road, Raipur, has the right to accept or reject any or all the tenders without assigning any reasons(s) thereof.
11. I/We shall not sublet/transfer/assign the contract or a part of it to any other firm at any time of contract.
12. If above information is found incorrect/false at any time the tender is liable to be rejected.

AUTHORIZATION CERTIFICATE

To,

**Stores Officer (Central),
AIIMS Raipur, Tatibandh,
G.E. Road, Raipur-492099.**

Respected sir/madam,

Authority letter against tender enquiry no..... due onName of Item
quotedwe

....., who are established and reputed
manufacturer ofhaving factory atand hereby
authorize M/s (Name & Address of Agent) to
Bid, Negotiate and conclude the contract with your Institution against above tender for the
above goods manufactured by us.

Yours Faithfully

(Signature & Name of Manufacturer)

(With Address & Seal)

(NOTE: This letter of Authorization should be on the letter head of the manufacturing concern and should be signed by a person competent and having the Authorization to issue said certificate on behalf of the manufacturing firm. The said certificate **should also bear the signature of the participating tenderer as a witness**)

It should be uploaded on letter head.

EMD Declaration Form

Date:

To,

**The Stores Officer (Hospital),
All India Institute of Medical Sciences Raipur (C.G)**

Ref: TENDER no. _____

Dear Sir,

I/We accept that I/We may be disqualified/debarred from bidding for any contract with you for a period of **one year** from the date of notification, if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a. have withdrawn/modified/amended from the tender, my/our Bid during the period of bid validity specified in the NIT; or
- b. having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
 - i fail or refuse to execute the contract, if required, or
 - ii fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

The validity of this declaration will remain till the announcement of the name of the successful Bidder & if, I am/we are not the successful Bidder.

Yours faithfully,

Place:

(Signature of Bidder with seal)

Name of Bidder :

Seal :

Address :

PARTICULARS FOR PERFORMANCE GUARANTEE BOND

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of Two Hundred)

(TO BE ESTABLISHED THROUGH ANY OF THE SCHEDULED BANK (WHETHER SITUATED AT RAIPUR OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT RAIPUR. BONDS ISSUED BY CO- OPERATIVE BANKS ARE NOT ACCEPTED)

To,
The Director
All India Institute of Medical Sciences (AIIMS),
Tatibandh, GE Road, Raipur-492 099 (CG)

LETTER OF GUARANTEE

WHERE AS All India Institute of Medical Sciences (AIIMS) Raipur (Buyer) have invited Tenders vide Tender No.....Dt.....for purchase of.....AND WHERE AS the said tender document requires the supplier/firm(seller) whose tender is accepted for the supply of instrument/machinery, etc. in response there to shall establish an irrevocable Performance Guarantee Bond in favour of "AIIMS Raipur" in the form of Bank Guarantee for Rs.....[10% (ten percent) of the purchase value] which will be valid for entire warranty period from the date of installation & commissioning, the said Performance Guarantee Bond is to be submitted within 30 (Thirty) days from the date of Acceptance of the Purchase Order.

NOW THIS BANK HERE BY GUARANTEES that in the event of the said supplier/firm (seller) failing to abide by any of the conditions referred to in tender document/purchase order/performance of the instrument/machinery, etc. This Bank shall pay to All India Institute of Medical Sciences (AIIMS) Raipur on demand and without protest or demur (Rupees.....).

This Bank further agrees that the decision of All India Institute of Medical Sciences (AIIMS) Raipur (Buyer) as to whether the said supplier/firm (Seller) has committed a breach of any of the conditions referred to in tender document/ purchase order shall be final and binding.

We, (name of the Bank & branch) here by further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the supplier/firm (Seller) and/or All India Institute of Medical Sciences (AIIMS) Raipur (Buyer).

Notwithstanding anything contained herein:

- a. Our liability under this Bank Guarantee shall not exceed (Indian Rupees..... only).
- b. This Bank Guarantee shall be valid upto (date) and
- c. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if AIIMS Raipur serve upon us a written claim or demand on or before (Date)

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at situated at (Address of local branch).

Yours truly,

Signature and seal of the Guarantor

Name of the Bank:

Complete Postal Address:

Form-A

**PARTICULARS FOR REFUND OF EMD TO SUCCESSFUL/UNSUCCESSFUL BIDDER
RTGS / National Electronic Fund Transfer (NEFT) Mandate Form**

1.	Name of the Bidder	
2.	Permanent Account No(PAN)	
3.	Particulars of Bank Account	
	a) Name of the Bank	
	b) Name of the Branch	
	c) Branch Code	
	d) Address	
	e) City Name	
	f) Telephone No	
	g) NEFT/IFSC Code	
	h) RTGS Code	
	i) 9 Digit MICR Code appearing on the cheque book	
	j) Type of Account	
	k) Account No.	
4	Email id of the Bidder	
5.	Complete Postal Address of the bidder	

Form – B

Declaration by the Bidder:

1. I/We have downloaded the tender from the internet site and I/We have not tampered /modified the tender documents in any manner. In case the same is found tampered/ modified, I/We understand that my/our offer shall be summarily rejected and I/We are liable to be banned from doing business with AIIMS Raipur and/or prosecuted as per laws.
2. I/We have read and fully understood all the terms and conditions contained in Tender document regarding terms & conditions of the contract& rules and I/we agree to abide them.
3. The bidder should not have been blacklisted before at any government organisation/institute etc.
4. The bidder should not be prosecuted by any court of law defaulter for any Bank/Financial organization etc.
5. No other charges would be payable by Client and there would be no increase in rates during the Contract period.

Place:-

(Signature of Bidder with seal)

Date:-

Name :

Seal :

Address :

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

- 1) 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.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) 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.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) 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.
- 6) 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

- 1) 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.
- 2) 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 / e-mail in case there is any corrigendum issued to the tender document.
- 3) 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

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) 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
- 3) 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.

- 4) 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 formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 5) 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

- 1) 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.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) 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.
- 5) 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.
- 6) 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.
- 7) 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.
- 8) 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.
- 9) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 10) Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 11) 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

- 1) 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.
- 2) 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.
