



**अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर (छत्तीसगढ़)**  
**All India Institute of Medical Sciences, Raipur (Chhattisgarh)**

**खंडन**

यह निविदा अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर (छ.ग.) के लिये बोलीदाताओं/फर्म/एजेंसी इत्यादी से प्रस्ताव नहीं प्रस्ताव प्राप्त करने का निमंत्रण है संविदात्मक दायित्व तब तक नहीं होगा जब तक औपचारिक अनुबंध पर हस्ताक्षर नहीं किया जाता और चयनित बोलीदाताओं/फर्म/एजेंसी इत्यादी के साथ एम्स रायपुर के विधिवत अधिकृत अधिकारियों के द्वारा निष्पादित किया गया हो।

**Disclaimer**

This tender is not an offer by the All India Institute of Medical Sciences, Raipur, but an invitation to receive offer from bidders/firm/agency etc. No contractual obligation whatsoever shall arise from this tender process unless and until a formal contract is signed and executed by duly authorized officers of AIIMS, Raipur with the selected bidder/firm/agency.

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**Tatibandh, G.E. Road, Raipur -492099 (CG),**  
**Tele: 0771- 2577279,**  
**Website: [www.aiimsraipur.edu.in](http://www.aiimsraipur.edu.in)/[www.eprocure.gov.in](http://www.eprocure.gov.in)**  
**Email: [storesofficer.hp@aiimsraipur.edu.in](mailto:storesofficer.hp@aiimsraipur.edu.in)**



**Notice Inviting Tender for "Rate Contract for Liquid Medical Oxygen (LMO)"**

**At**

**All India Institute of Medical Sciences, Raipur**

**CRITICAL DATE SHEET**

Published Date	17-01-2022 at 12:00 PM
Bid Document Download / Sale Start Date	17-01-2022 at 12:00 PM
Clarification Start Date	17-01-2022 at 12:00 PM
Clarification End Date	20-01-2022 at 03:00 PM
Pre Bid Meeting	20-01-2022 at 03:30 PM
Bid Submission Start Date	24-01-2022 at 03:00 PM
Bid Submission End Date	02-02-2022 at 03:00 PM
Bid Opening Date	03-02-2022 at 03:00 PM

**Tatibandh, G.E. Road, Raipur -492099 (CG),**

**Tele: 0771- 2577279**

**Website: [www.aiimsraipur.edu.in/www.eprocure.gov.in](http://www.aiimsraipur.edu.in/www.eprocure.gov.in)**

**Email: [storesofficer.hp@aiimsraipur.edu.in](mailto:storesofficer.hp@aiimsraipur.edu.in)**



अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर, छत्तीसगढ़  
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Director, AIIMS Raipur invites sealed tender for “**Rate Contract for Liquid Medical Oxygen (LMO)**” for Liquid Oxygen tanks of vessel capacity 20 SM3 (20KL) and 10 SM3 (10KL), 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](http://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](http://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. The tenderers are advised to submit pre-receipted application for refund of EMD, which will be released as soon as tender is finalized.
11. Director, AIIMS, Raipur reserves the right to cancel the tender at any time without assigning any reason there.
12. The place of delivery will be store area of the Medical Gas Plant/LMO Yard in front of Trauma Block (LMO Yard, MGPS) at AIIMS, Raipur.
13. No installation and uprooting charges will be paid.

14. Any freight and cartage charges will be borne by the contractor for delivering the items.
15. Supply should be made between 9:00 AM to 5:00 PM.
16. In case supply is not received till 5:00 PM, the hospital authorities will have a right to purchase 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.
17. On satisfactory performance and completion of the contract in all respects, the security money will be refunded to the contractor without any interest.
18. Failure or delay in supply of life saving medical gases shall result in financial penalty and administrative action as decided by Director AIIMS Raipur.
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. Supplier /Manufacturer can visit the existing Manifold room of AIIMS Raipur.
23. 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.
24. 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.
25. Tenderer must provide evidence of having supplied government hospital / reputed private hospital organizations in India similar nature of items of at least **Rs. 50,00,000/-** of contract value in the last three years and the copy of the same should be uploaded.
26. 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. 1,00,00,000/-** of contract value. Copies of authenticated balance sheet for the past three financial years should be uploaded.
27. The tender document must be accompanied by copy of PAN, Certificate of firm/company registration, GST registration (Sales tax).
28. The quantity shown against each item is approximate and may vary as per demand of the Institute at the time of placement of order.
29. 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.
30. The place of arbitration and the language to be used in arbitral proceedings shall be decided by the arbitrator.
31. All disputes shall be subject to Raipur Jurisdiction only.

32. 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.
33. 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.
34. 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.
35. **Award of Contract**  
The Purchaser will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has bid 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.
36. The competent authority reserves all rights to reject the goods if the same are not found in accordance with the required description / specifications/quality.
37. **Earnest Money:**
- a Earnest money by means of a Bank Demand Draft/ FD of Rs. 3,00,000/- a scanned copy to be enclosed. It is also clarified that the bids submitted without earnest money will be summarily rejected. The DD/FD should be prepared in the name of "All India Institute of Medical Sciences, Raipur (AIIMS RAIPUR)". The used instrument must reach to the Stores Officer (Hospital), Gate no. 1, Lower Ground Floor, C-block Near Nuclear Medicine OPD, AIIMS, Raipur before opening of tender.
- b No request for transfer of any pervious deposit of earnest money or security deposit or payment of any pending bill held by the AIIMS Raipur in respect of any previous supply will be entertained. Tenderer shall not be permitted to withdraw his bid or modify the terms and conditions thereof. In case the tenderer fail to observe and comply with stipulations made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
- c The earnest money will be returned to the tenderers whose tenders are not accepted except that of L-1 bidder.
- d Tenders without Earnest Money will be summarily rejected.
- e No claim shall lie against the AIIMS Raipur in respect of erosion in the value or

interest on the amount of EMD.

- f If MSME firm is registered for above tendered item, then the firm will be exempted for submission of EMD amount. Firm must upload scanned copy of following documents in support of exemption.
- i Registration as Small Industries Corporation (NSIC)
- g The earnest money will be returned to the unsuccessful tenderers after the tender is awarded.
- h EMD should remain valid for a period of 45 days beyond the final bid validity period. When the tenderer agrees to extend the validity of bid, he shall also extend the validity of EMD suitably.
38. The EMD of the successful bidder will be returned to them without any interest after the submission of Security deposit/PSD.
39. In case the supplier requires any elucidation regarding the tender documents, they are requested to contact to the Store Officer, AIIMS Raipur through **e-mail: storesofficer.hp@aaimsraipur.edu.in** on or before end date of clarification as per critical date sheet.
40. Price Preference Policy and Exemption for submission of various eligibility Criteria documents to the BIDDER Registered under Make in India Initiative:- The Bidder Companies, those have registered under Make in India initiative and producing their products under “Make in India Policy of Government of India ” shall be given Price Preference as per Govt. of India applicable Rules and Guidelines on submission of relevant certificate (i.e. Make In India Certification) for availing the Price Preference and Exemption for submission of exempted documents against this bid along with their Pre-Qualification Bid Documents. If the no bidder will upload/submit the requested “Make in India” Certificate along with their Bid, it will be treated as open tender bid and no preference shall be given to such BIDDER on producing “Make in India” Certification in later bid stage.
- It is expected that, all the participating BIDDER companies have understanding and prior knowledge about the “Make in India” Initiative and Price Preference Policy of Govt. of India. However, it is once again emphasized that before participating this e-tender please carefully read the “Make in India” Initiative and directives of Govt. of India, since in case if any “Make in India” Registered Company will participate against this e-tender, the Price preference as per the same will be given to such participating Bidder company for ensuring necessary compliances of “Make in India” Policy of the Govt. of India.
  - The bidders are required to submit the following annexure in compliance of public procumbent (Preference to Make in India) order, 2017.
  - Affidavit of self-certification regarding local content (to be provided on own letter head).
41. The selected tendering Firm/Agency/Company shall also provide the name and mobile number of a key person, who can be contacted at any time, even beyond the office hours on holidays. The person should be capable of taking orders and making arrangement for supply of the desired items even on short notice to AIIMS, Raipur.
42. Other terms and condition applicable as per manual for procurement of goods 2017, GFR-2017 etc.

**Stores Officer (H),  
AIIMS, Raipur (C.G)**

**Other Terms & Conditions:**

**1. Performance Security Deposit (PSD):**

- a. The successful bidder shall have to submit a Performance Security Deposit (PSD) 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. 32<sup>nd</sup> day after the date of issue of LOA. In case the contractor fails to submit the requisite PSD even after 60 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), C Block, Near Nuclear Medicine Tatibandh, Raipur (C.G) Pin-492099 before the date of commencement of supply or 30 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.
- c. Performance Security should be 3 % of the value (calculated as per approximate one year consumption) of the approved item. The Performance Security would be minimum Rs 1,00,000.00 and maximum of Rs 5,00,000.00 /-. Those vendors who have been identified for the purpose of Rate Contract will be required to deposit the performance security within 21 days after accepting the Rate Contract and it should be valid for a period of 60 days beyond rate contract period. It may be further extendable for one year if rate contract extended.
- d. 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.

**2. Delivery:**

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.

Purchase Order will be placed as per requirement of institute.

**3. Penalty:**

- a. 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.

- b. In case the firm fails to supply the items within specified delivery period, the material will be procured from any other competent agency and the difference of cost, if any, will be recovered from Performance Security Deposit or from pending bills of defaulting firm by issuing notice and necessary action for blacklisting the firm also be taken.
- c. **Non-execution of supply order** - For non-supply of item 10% GD of Billing Amount will be charged as penalty. Repeated failure (Three times) to supply in part or in full may amount to termination of rate contract for the product (s) and forfeiture of Performance Security. Reasons of failure to supply the material will be communicated by the firm to the Hospital Stores timely.

4. **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.

5. **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.

6. **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 or 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.

7. **Clarification of Bids:** During evaluation of bids, the Purchaser may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

8. **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.



9. **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.

10. **Discrepancies in Prices:**

- If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected;
- If, as per the judgement of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.

11. **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.

12. **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.

13. **Inspection, Testing and Quality Control**

- The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related

services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging will be borne by the purchaser and/or its nominated representative(s).

- The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.
- If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.
- In case the contract stipulates pre-despatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.
- If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.
- The purchaser's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-despatch inspection mentioned above.
- Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract.

**14. 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.

**15. 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.

16. **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.

17. **Packing:**

Goods must be securely and adequately packed and protected in order to prevent damage, otherwise all losses and /or damage resulting from inadequate packing and/or inadequate protection or inadequate marking shall be borne by seller/seller's Principal abroad. The supplier shall mark each package on three sides with indelible paint of proper quality as below:-

- a) Purchase Order number and date.
- b) Brief description of goods including quantity.
- c) Purchaser's name and full address.
- d) Supplier's name and full address.

18. **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 or 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 Public 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 their own cost.

**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. 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. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The provision of Arbitration and Conciliation Act, 1996 and the rule framed there under and in force shall be applicable to such proceedings.

**19. Contract Period:**

The Rate Contract for supply of LMO shall be valid for a period of **One year** from the date of commencement of Contract and same can be extended by the Director, AIIMS Raipur on mutual agreement on same terms and conditions for **one & more year**. The Director AIIMS Raipur reserves the right to terminate contract at any stage if supplies and performance found unsatisfactory on observation of user Department. The Annual

Rate Contract (RC) awarded under present Tender Enquiry will be in the nature of a Standing Offer. The Supply Order may be placed from time to time against the RC. The Institute does not give any guarantee of minimum purchase under the present RC.

- 20. Rate wise comparison of the quotes will be made and L1\* for each item** will be determined accordingly. 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.
- 21. Rate for Liquid Medical Oxygen** should be quoted in ₹/ SM<sup>3</sup> There should not be any revision of rate during contract period except change in taxes, whenever notified by the Govt. However, selection of vendor/ranking will be done on the basis of Net Rates of LMO and other compressed gases. The net rates are inclusive of all installation, rental, transportation, testing, and maintenance etc. charges.
- 22. L1 will be decided item wise on FOR AIIMS basis.**

**Stores Officer (Hospital),  
AIIMS Raipur (C.G.)**

**SPECIAL CONDITION:-**

1. The firm must be manufacturer of medical gases i.e. LMO 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. Necessary facilities as per SMPV for the Liquid Oxygen vessel/tank should be provided by the firm for example grill, fence, etc. as per CCE Nagpur certification guidelines at no extra cost.
3. No rental charges for the vessel will be payable.
4. No additional transportation charges for liquid oxygen will be payable.
5. Procurement and renewal of all the necessary licenses should be the responsibility of the firm.
6. LMO tank be connected to Manifold by the qualifying firm.
7. The requirement of Liquid Medical Oxygen can be increased or decreased and the firm(s) has to supply the Liquid Medical Oxygen during the period of contract.
8. The Liquid Medical Oxygen supplied by the firm should be as per specifications mentioned in the tender document; sub-standard material will not be accepted at all.
9. Annual testing of safety valve of the vessel should be done by the supplier.
10. The firm selected for supply has to maintain the vessel with minimum of three days stock and refill without waiting for supply order every time. The vessel size should be minimum 10KL.
11. The supplier should have in house facility for regular testing & certification of LMO for tare weight, hydraulic pressure tests, etc. as per norms and expenditure for the testing will be borne by the supplying company
12. The firms have to provide the details of their in-house testing facility for quality of the medical gases and has to inform regarding facility available with them to test the sample collected from AIIMS Raipur.
13. The tenderer should give an undertaking that during transport of LMO if any mishap occurs, the supplier company shall be responsible for the same.
14. Firm must give an undertaking on an affidavit to the hospital that they will provide uninterrupted supplies as per demand of the hospital.
15. 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 or PESO licenses.
16. Firm should have its own full- fledged lab with full time chemist to test each batch and to provide best testing reports of previous year on demand.

**Transportation**

1. The transportation of complete storage system from supplier's works to our site and back after purchase order expiry / validity shall be in bidder scope and no extra charges will be paid.
2. The transportation of liquid medical oxygen shall be in supplier scope including unloading of liquid medical oxygen in tank. The supplier will be responsible for

connecting the storage tank to our existing pipeline supply of medical oxygen. Road tanker carrying Liquid Medical Oxygen should be approved for the purpose and before entry in Hospital premises; it should be complete with all safety and other necessary fitting

**MODE OF MEASUREMENT FOR LMO:-**

1. Liquid Oxygen will only be received after weighing the tanker before supply at Govt. approved Dharam Kanta (nearest to the hospital) along with the receipt. The tanker will be sent again to the Dharam Kanta for weighing after filling of the LMO vessel to the desired value/amount which is already installed in the hospital premises at LMO yard and net weight of the LMO supplied to the hospital shall be determined by subtracting the weight after supply from the weight before supply. Any failure in providing the same along with bills produced to the Competent Authority might lead to delay of the payment and any consequences whether Medico-Legal/Socio-economic occurring because of this will be the sole responsibility of the firm.
2. Representative(s) from the hospital will visit the Dharam Kanta at the time of finalization of contract for inspection of gross weight, tare weight and net weight of the Oxygen tanker. Firm will provide necessary cooperation in this matter, no additional charges will be payable from Hospital.
3. The quantity of Net weight(in Kg) will be converted into Cu.M with the following formula:  $01\text{Kg} \times 0.77 = \text{Cu M}$ . (There should not be any discrepancy in conversion formula of weight to volume of gas)
4. Officer in Charge shall have right to change the mode of measurement in future, if needed.

**Stores Officer (Hospital),  
AIIMS Raipur (C.G.)**

**CHECK LIST**

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. Scan copy of DD/FDR for EMD cost must be uploaded.
2. Copy of PAN Card should be uploaded.
3. Firm/Company registration certificate should be uploaded.
4. GST registration certificate should be uploaded.
5. Income Tax Return of last three years should be uploaded.
6. Tenderer must provide evidence of experience certificate of LMO supply to 3 reputed 300 bedded hospitals, 2 of them should be Govt. hospitals in tender document should be uploaded.
7. Filled, Signed and scanned copy of User List (Annexure II) (List of Govt./Semi Govt./Reputed Pvt. Hospital) where the items has been supplied in India of at least ₹ 50 Lakhs in the last three years and the copy of the same should be uploaded.
8. Annual turnover & balance sheet of last three year duly certified by CA as mentioned in tender document should be uploaded.
9. "Declaration by the Bidder" should be uploaded as mentioned in tender document should be uploaded.
10. WHO GMP License or other equivalent quality certificate for manufacturing of gases should be provided by the firm.
11. Valid manufacturing license issued from the Drug controller as per the provisions of the Drugs and Cosmetics Act 1940 and rules there under.
12. Valid license for storage, filling and cylinder testing license and other licenses, if any, issued by CCE Nagpur as statutory requirement or PESO licenses.
13. Undertaking that uninterrupted supply of gases will be maintained or else alternative arrangement will be made at the risk of the supplier.
14. Valid Certificate of ISO/BIS.
15. Certificate mentioning total number of vehicles of liquid oxygen transport tank in possession and permission to ply on roads all time.
16. A CCE approval test shop certificate.

**PRICE BID:**

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



**Annexure- I**

**Technical Specifications for Liquid Medical Oxygen**

Liquid Medical Oxygen shall be certified for medical use as per IP 1996. After vaporization, it shall not contain less than 99.5 v/v of oxygen, not more than 5 ppm v/v of carbon monoxide, not more than 300 ppm v/v of carbon dioxide. It shall be free of halogens, oxidizing substances, water etc. The gas will pass through our existing pipeline network in Hospital.

Consumption per day : Varying from 180 To 220 cubic meter  
(as per Number of patients and their condition)

Gas Pressure : Suitable to existing central pipeline supply of our pipeline

Operating working pressure: 8-12 kg/cm<sup>2</sup>/within safety limits as per capacity

- The system should be complete from liquid inlet to gas outlet into our existing central pipeline supply system, conforming to all technical and statutory requirements.
- The system should be in well maintained condition. The relevant documents showing the year of manufacture and other details should be furnished with offer.

**Annexure - II**

**Format of Experience certificate**

Sl. No.	Contract No. /Supply order No	Name of the Purchaser	Description of work	Qty Supplied	Value of Contract

Place:.....

(Signature of Bidder with seal)

Date:.....

Name :

Seal :

Address :

**Note:**

- a. User List (List of Govt./Semi Govt./Reputed Pvt. Hospital) where the items has been supplied.
- b. Copies of supply orders attached (without hidden price for rate justification).

**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	

**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 BANKHERE BY GUARANTEES that in the event of the said supplier/firm (seller) failing to abide by any of the conditions referred to intender 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 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).

Not with standing 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: .....

## **Declaration by the Bidder (Notarized)**

**(On Rs 100.00 Non-judicial Stamp paper)**

1. I am authorized signatory of the firm and am competent to sign this declaration and execute this tender document.
2. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
3. 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.
4. I/We further undertake that our firm/company is fulfilling all the terms and conditions/eligibility criteria obvious/explicit or implied/implicit recorded anywhere in the tender document. If at any time including the currency of the Contract, any discrepancy is found relating to our eligibility or the process of award of the contract criteria, this may lead to termination of contract and/or any other action deemed fit by the Institute.
5. I/We further undertake that none of the Proprietor/Partners/Directors of the Agency/agency was or is Proprietor or Partner or Director of the Agency with whom the Government have banned /suspended/blacklisted business dealings. I/We further undertake to report to the Officer-in-Charge, Procurement Cell, AIIMS, Raipur immediately after we are informed but in any case not later 15 days, if any Agency in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such an Agency which is banned/suspended in future during the currency of the Contract with you.
6. No other charges would be payable by Client and there would be no increase in rates during the Contract period.
7. I/We also undertake that any downward revision in MRP/Sale price/offer to sale to any Government Organization (Central/State Government Hospital/Institute, anywhere in India) of the product during the entire period of Rate Contract, including any extended periods, will be duly informed to AIIMS RAIPUR within a month (30 days) of such price revision, and the same will be passed on to the Institute.
8. No employee/staff of AIIMS Raipur, personally or through family members, will in connection with the tender for, or the execution of a contract demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
9. I/We also undertake that directly or through any other person or firm, offer, promise

or give to any of AIIMS Raipur's employees involved in the tender process or the execution of the contract or any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

10. I/We hereby offer to supply the items mentioned in Financial Bid at the rates quoted therein. I/We hereby declare to supply the material duly paid with GST, or applicable taxes at any point of time if applicable. I/We also agree to hold this offer open for the period of two year from the date of issuance of Rate Contract, if awarded.

11. I/We undertake that if the rates of any item are lowered due to any reason, I/We will charge the lower rates.

Place:.....

Date:.....

(Signature of Bidder with seal)

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.

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