



अखिल भारतीय आयुर्विज्ञान संस्थान, नागपुर

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, NAGPUR

Address: Plot No. 2, Sector-20, MIHAN, Nagpur- 441108



Email: - procurement@aiimsnagpur.edu.in

Ph.No.0710-3295590

Notice Inviting Tender

For

“Rate Contract for Refilling of Medical Gas Cylinder”

At

All India Institute of Medical Sciences, Nagpur

CRITICAL DATE SHEET

| | |
|---------------------------|-------------------------|
| Published Date | 04/03/2023 at 17:00 Hrs |
| Bid Document Download | 04/03/2023 at 17:05 Hrs |
| Bid Submission Start Date | 05/03/2023 at 09:00 Hrs |
| Bid Submission End Date | 23/03/2023 at 15:00 Hrs |
| Bid Opening Date | 24/03/2023 at 15:00 Hrs |

Tender documents may be downloaded from institute's web site <https://www.aiimsnagpur.edu.in> (for reference only) and Online for CPPP site <https://eprocure.gov.in/eprocure/app>

DISCLAIMER

This tender is not an offer by the All India Institute of Medical Sciences, Nagpur, 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, Nagpur with the selected bidder/firm/agency.

Sub: - All India Institute of Medical Sciences (AIIMS) Nagpur Invites online bids on single stage two bid systems for “**Rate Contract for Refilling of Medical Gas Cylinder**” at AIIMS, Nagpur as per details and specifications shown in the **Annexure-I** on the following terms & conditions:

Annexure-I

TERMS & CONDITIONS:

1. The Rate Contract will be **valid for 1 Year** from the date of finalization of tender and same can be extended by The Director, AIIMS Nagpur on mutual agreement on same terms and conditions for **another 1 Year or more based on the performance**. The Director, AIIMS Nagpur reserves the right to terminate contract at any stage if supplies and performance found unsatisfactory on observation of user department.
2. Tender document may be downloaded from AIIMS web site www.aiimsnagpur.edu.in (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATESHEET.
3. Bid shall be submitted online at CPPP website: - <https://eprocure.gov.in/eprocure/app>.
4. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
5. Tenderer who has downloaded the tender from the **AIIMS web site www.aiimsnagpur.edu.in** and Central Public Procurement Portal (CPPP) e-Procurement 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 from doing business with AIIMS Nagpur.
The Technical bid should include the detailed specifications of main item/equipment and its accessories. All items should be numbered as indicated in the Annexure-I (Any deviation should be clearly mentioned and supporting document should be submitted).
6. **Manual bid shall not be accepted in any circumstance.**
7. 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.
8. **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>.**
9. **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.
10. **EMD** - Earnest Money Deposit (i.e. ₹ 50,000/-) to be deposited in the form of Insurance Surety Bonds/Demand Draft/ FDR/Banker’s Cheque or BG (including e-Bank Guarantee). Scanned copy to be enclosed with technical bid. It is also clarified that the bids submitted without earnest money will be summarily rejected. The Insurance Surety Bonds/Demand Draft/ FDR/Banker’s Cheque or BG (including e-Bank Guarantee) may be prepared in the name of "**The Director, AIIMS, Nagpur**". The EMD (Original Insurance Surety Bonds/Demand Draft/ FDR/Banker’s Cheque or BG (including e-Bank Guarantee) or any exemption certificate) must reach at Store Office, Ground Floor, Admin Block, Plot No. 2, Sector 20, MIHAN, Nagpur prior to opening of tender.

- No request for transfer of any pervious deposit of earnest money or security deposit or payment of any pending bill held by the AIIMS Nagpur 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

- Tenders without Earnest Money will be summarily rejected.
- No claim shall lie against the AIIMS Nagpur in respect of erosion in the value or interest on the amount of EMD.
- If MSME firm (only Micro and Small Enterprises) 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.

- a) District Industries Centers (DIC)
 - b) Khadi and Village Industries Commission (KVIC)
 - c) Khadi and Village Industries Board
 - d) Coir Board
 - e) National Small Industries Corporation (NSIC)
 - f) Directorate of Handicraft and Handloom
 - g) Any other body specified by Ministry of MSME (MoMSME)
 - h) Udyog Aadhaar Acknowledgment/Udyog Aadhaar Memorandum/Udyam issued by MoMSME.
 - i) Startups firms as recognized by Department of Industrial Policy & Promotion (DIPP) is also exempted for depositing of EMD amount. Valid documents should be uploaded.
- The earnest money will be returned/refund to the unsuccessful tenderers after the tender is decided.
 - EMD should remain valid for a period of 180 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.

11. **The Purchaser reserves the right to relax the Norms on Prior Experience for Start-ups and Micro & Small Enterprises in Public Procurement. The Start-ups are defined in Annexure-A of the “Action Plan for Start-ups in India”. The same is available on the website of Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce & Industry.**
12. The Director, AIIMS, Nagpur reserves the right to cancel the tender at any time without assigning any reason there.
13. The place of delivery will be OPD Building at **AIIMS, Nagpur**.
14. No handling and other charges will be paid extra.
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 **The Director AIIMS Nagpur**.
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 equipments 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 approximate requirement for various gases is shown in Annexure-V**
21. The Director AIIMS Nagpur reserves the right to make an alternative arrangement at risk and cost of the firm if it fails to supply the gases timely.
22. 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.
23. Cylinder supply and collection for refilling should be made between 10.00 AM to 3.00 PM only. Faculty in-charge of medical gas may be contacted, in case of any change in timing.

24. 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.
25. The details of enclosures should be numbered and total pages should be mentioned in the forwarding/ offer letter.
26. Supplier /Manufacturer can visit the existing manifold room of AIIMS Nagpur.
27. 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.
28. In case of disputes, the same shall be referred to any arbitrator appointed by The Director, AIIMS, Nagpur and the decision of the arbitrator will be final and binding to both the parties. The venue of the arbitration shall be Nagpur.

29. **Terms of payment:**

- i 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 administrative conforming to approved quality & ordered quantity.
- ii No payment shall be made for rejected administrative. 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.
- iii **Four copies of supplier's invoice** showing contract number, goods description, quantity, unit price and total amount, Authenticate Bank Account details with revenue stamp.
- iv Two copies of packing list identifying contents of each package.

30. **Performance Security:**

- (a) The successful bidder shall have to submit a performance guarantee (PG) @ **Rs. 1,00,000/- (One Lakh)** within **30 days** from the date of issue of Letter of Award (LOA) / Rate Contract in the form of Bank Guarantee / FDR. Extension of time for submission of PG beyond 30 days band up to 60 days from the date of issue of LOA/ Rate Contract may be given by the competent authority to sign the contract agreement however a panel interest of 15% per annum shall be charged for the delay beyond 30 days. i.e. 31st day after the date of issue of LOA. In case of the contract fails to submit the requisite PG even after 60 days from the date of issue of LOA the contract shall be terminated duly forfeiting 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. Performance Guarantee Bond is mandatory.
- (b) Successful supplier/firm should submit performance guarantee as prescribed in favor of “**The Director, AIIMS Nagpur**” and to be received in the Administrative Office, Admin Building, AIIMS Nagpur, Plot No. 02, Sector-20, MIHAN, Nagpur, Pin-441108 before the date of commencement of supply or 30 days from the date of acceptance of the purchase/work order, whichever is earlier. The performance guarantee bond to be furnished in the form of Bank Guarantee as per given Proforma of the tender documents.
- (c) The Performance Guarantee should be established in favor of “The Director, AIIMS Nagpur” through any Nationalize Bank / Schedule Bank with a clause to enforce the same on their local branch at Nagpur.
- (d) Validity of the performance guarantee bond shall be for a period of 60 days beyond of entire warranty period from the date of issue of RC for Refilling & Supply of Medical Gas Cylinder, installation & commissioning.

31. Delivery & Installation:

The successful bidders should strictly adhere to the following delivery schedule; supply should be effected within 2 days (48 hours) from the receipt of work order and this clause should be strictly adhere to failing which administrative action as deemed fit under rules will be taken against the defaulter.

32. Liquidated Damages:

If the supplier fails to deliver any or all of the goods/refilling gas 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.

33. 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.

34. Tenderer must provide evidence of having supplied government hospital/reputed private hospital organizations in India similar nature of items of at least **Rs. 10,00,000/-** of contract value in the last three financial years i.e. 2019-20, 2020-21, 2021-22 and the copy of the same should be uploaded.

35. The firm should be registered and should have the average annual turnover of the bidder in the last three financial years i.e. (F.Y- 2019-20, 2020-21, 2021-22) should not be less than **Rs 20,00,000/-**. Copies of authenticated balance sheet by Chartered Accountant for the past three financial years i.e. (F.Y- 2019-20, 2020-21, 2021-22) should be uploaded with UDIN Number.

36. The tender document must be accompanied by copy of PAN, Certificate of firm/company registration, GST registration.

37. The quantity shown against each item is approximate and may vary as per demand of the institute at the time of placement of order.

38. The bidder must be able to provide the product/items within specified time period as prescribed in the work order, Further more on completion of the stipulated time period, work order will be cancelled and award will be given to another qualified bidder with the negotiated terms & conditions as per Institutes Norms.

39. In the event of any dispute or difference(s) between the vendee (AIIMS Nagpur) 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 Nagpur 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.

40. The place of arbitration and the language to be used in arbitral proceedings shall be decided by the arbitrator.

41. All disputes shall be subject to Nagpur Jurisdiction only.

42. AIIMS Nagpur 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.

43. The Tender/Bid will be opened online at website <https://eprocure.gov.in/eprocure/app> on Administrative office at AIIMS Nagpur 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 Refilling Medical Gas Cylinders/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.

44. 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.

45. **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.

46. The competent authority reserves all rights to reject the goods if the same are not found in accordance with the required description /specifications/quality.

47. **Fall Clause:**

a) 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 store of identical description to any other State Government/DGS&D/Public Undertaking during the period of the contract.

b) If at any time during the period of contract, the prices of tendered items are 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.

c) 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.

**Administrative Officer,
AIIMS, Nagpur**

Annexure-II**SPECIAL CONDITION: -**

1. The firm must be manufacturer/ authorized distributor of medical gases i.e. medical oxygen, nitrous oxide, medical CO₂ and Medical air 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 Nagpur 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 Administrative 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, AA and bottle type for medical gases (O₂, N₂O, CO₂, and Medical Air).
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 Nagpur and the benefit of reduced rate should be passed to AIIMS Nagpur.
15. The Director AIIMS Nagpur 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 NO₂ and Carbon Dioxide, the rate should be quoted on per 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.

**Administrative Officer,
AIIMS, Nagpur**

CHECK LIST

The Bidder should ensure that the following information's / documents are enclosed along with the Bidding documents for qualifying in technical bid:

Technical BID - I (scanned copy should be uploaded)

- i) Copy of PAN Card should be uploaded.
- ii) Firm/Company registration certificate should be uploaded.
- iii) GST registration certificate should be uploaded
- iv) Income Tax Return of last three financial years i.e. (F.Y- 2019-20, 2020-21, 2021-22) should be uploaded.
- v) Tenderer must provide evidence of having supplied government hospital / reputed private hospital organizations in India similar nature of items of at least **Rs 10,00,000/-** of contract value in the last three financial years i.e. 2019-20, 2020-21, 2021-22 and the copy of the same should be uploaded.
- vi) EMD of Rs 50,000/- or valid documents as per NIT, if EMD exempted.
- vii) The firm should be registered and should have the average annual turnover of the bidder in the last three financial years i.e. (F.Y- 2019-20, 2020-21, 2021-22) should not be less than **Rs 20,00,000/-**. Copies of authenticated balance sheet by Chartered Accountant for the past three financial years i.e. (F.Y- 2019-20, 2020-21, 2021-22) should be uploaded with UDIN Number.
- viii) "Declaration by the Bidder on Firm's Letter Head" (**Form A**) duly filled by bidder as mentioned in tender document should be uploaded.
- ix) A signed undertaking on firm's letter head along with tender (As per **Annexure-VI**)
- x) Manufacturer's Authorization Certificate (As per **Annexure-VII**) in case Bid is submitted by Agents / valid manufacturing license (if Bid is submitted by manufacturer).
- xi) Valuing Certificate issued from Department of Explosive.
- xii) Details of manufacturing unit / Authorized Distributors (as per **Annexure-VIII**).
- xiii) Valid manufacturing license for Medical Oxygen, Medical Air, Medical CO2 and Nitrous oxide (Attested copies) / Authorization certificate from manufacturer.
- xiv) Valid license for storage, filling and testing of cylinders (Attested copies) A CCE approval test shop certificate (Attested copies).
- xv) Performance certificate from 2 reputed hospitals where the supplies have been made in previous three years.
- xvi) Undertaking that uninterrupted supply of gases will be maintained or else alternative arrangement will be made at the risk of the supplier.

PRICE BID:**Format for Financial Bid
(To be submitted in BOO Format)**

| Sl. No. | Item Description | Item Code / Make | Quantity | Units | BASIC RATE Per Cu. M. In Figures To be entered by the Bidder in Rs. P | GST in Rs. P | TOTAL Value Including GST (Per Cu. M.) in Rs. P | TOTAL AMOUNT With GST Per Cylinder in Rs. P |
|---------|---|------------------|----------|----------|---|--------------|---|---|
| 1 | Medical Oxygen Cylinders A Type 1.00 Cu. Mtr. | | | Cu. Mtr. | | | | |
| 2 | Medical Oxygen Cylinders B Type 1.50 Cu. Mtr. | | | Cu. Mtr. | | | | |
| 3 | Medical Oxygen Cylinders D Type 7.00 Cu. Mtr. | | | Cu. Mtr. | | | | |
| 4 | Nitrous Oxide Cylinder A Type 1.75 Cu. Mtr. | | | Cu. Mtr. | | | | |
| 5 | Nitrous Oxide Cylinder D Type 17.00 Cu. Mtr. | | | Cu. Mtr. | | | | |
| 6 | Carbon Di-oxide 30.00 Kg. | | | Kg | | | | |
| 7 | Air 0.570 Cu Mtr. | | | Kg | | | | |

L1 will be decided on composite basis of basic rate. Bidders are advised to quote for all the items. Bidders not quoting for all the items will be rejected summarily.

Price bid in the form of BOQ_XXXX.xls

Technical Specifications for Medical Gases

The Medical Grade Oxygen & Nitrous Oxide in cylinders should conform to specification IP (Indian Pharmacopoeia) standards

The Bidder should refill the empty cylinders within 1(one) day. The bidder should have suitable arrangements for oxygen gas to emergency supplies within 3 hours from the receipt of intimation and also round the clock service

The cylinders from the bidder side should have PROPER VALVE GUARD with anti-tamper sealing

The bidder must supply Medical Grade Oxygen, Nitrous Oxide, Carbon Oxide in cylinders as per IP 2010 (Indian Pharmacopoeia) standards.

SPECIFICATIONS Oxygen

Supply of Oxygen Bulk Cylinder ISI marked to IS 7285(Part-2):2004 and Colour code should be as per IS:3933 and conforming to ISO 32 : 1977 applicable for Medical Gas cylinders duly approved from CCOE Nagpur. The cylinder shall be fitted with valve & valve guard having following broad specifications:

Type D/ Jumbo oxygen cylinder

- I) Dimensions: 232 mm O.D x 1365 mm length.
- II) Capacity Minimum: 7 Cubic meter Gas capacity
- III) Water capacity: 46.7 liters Water capacity
- IV) Minimum Wall thickness = 5.2 mm.
- V) Working pressure at 15°C = 150 kgf/cm².
- VI) Test pressure = 250 kgf/cm².
- VII) Nominal Tare Weight = 51.00 kg with Neckning.
- VIII) Neck Threading: IS3224 1979.

Oxygen Type A cylinder

- I) Dimensions: 140 mm O.D x 430 mm length.
 - II) Capacity Minimum : 0.7 Cu.m. Gas capacity : 5 liters Water capacity
 - III) Minimum Wall thickness = 4.2 mm.
 - IV) Working pressure at 15°C = 150 kgf/cm².
 - V) Test pressure = 250 kgf/cm².
 - VI) Nominal Tare Weight = 8.2 kg with Neckning.
 - VII) Neck Threading: IS3224 1979.
- Pin index safety system should be strictly followed as per guidelines.

Oxygen Type B cylinder

- I) Dimensions: 140 mm O.D x 430 mm length.
- II) Capacity Minimum : 1.4 Cu.m. Gas capacity : 10 liters Water capacity
- III) Minimum Wall thickness = 4.2 mm.
- IV) Working pressure at 15°C = 150 kgf/cm².
- V) Test pressure = 250 kgf/cm².
- VI) Nominal Tare Weight = 8.2 kg with Neckning.
- VII) Neck Threading: IS3224 1979.

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.

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.

| Tentative Required quantity of refilling of various Medical Gas Cylinders (Approximately) during the Contract | | | | | | |
|--|----------------------------------|----------------------------------|---------------------------------------|----------------------------------|-----------------------------------|---------------------------|
| Oxygen Cylinders | | | Carbon Di-Oxide | Nitrous Oxide Cylinders | | Air |
| A Type (1.00 Cu. Mtr.) | B Type (1.50 Cu Mtr.) | D Type (7.00 Cu Mtr.) | Carbon Di-Oxide (30.00 Kg) | A Type (1.75 Cu Mtr.) | D Type (17.00 Cu Mtr.) | Air (0.570 Kg) |
| 360 | 1500 | 650 | 120 | 250 | 750 | 100 |

UNDERTAKING**(on firm's letter head)**

To,
The Director,
AIIMS, NAGPUR

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 The Director, AIIMS Nagpur to forfeit, 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 The Director, AIIMS, NAGPUR 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
(On Firm’s Letter Head)

To,

The Director
AIIMS, Nagpur

Respected sir/madam,

Authority letter against tender enquiry no..... due on

Name of item quoted we....., who are

established and reputed manufacturer of

having 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)

Annexure-VIII

DETAILS OF MANUFACTURING UNIT / AUTHORIZED DISTRIBUTORS

Name of the Tenderer & Full Address:

(Whether manufacturer / authorized distributor) PAN number

Name of bank : _____

Name of branch : _____

A/c No. _____ and IFSC number _____

(RTGS detail for payment) _____

Phone No. /Mobile no. Fax No: _____

E-mail Address: _____

Date of Inception: _____

Item Manufacturing / Distribution License No & Date (if any):

Issued by _____ Valid up to _____

CST / VAT Registration No. _____

Details of Name & Address of premises where items are actually manufactured.

Signature of the Authorized Signatory
Name & Designation of Authorized Signatory

PARTICULARS FOR PERFORMANCE GUARANTEE BOND

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

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

To,
The Director
All India Institute of Medical Sciences (AIIMS),
Nagpur-441108

LETTER OF GUARANTEE

WHERE AS All India Institute of Medical Sciences (AIIMS) Nagpur (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 Refilling Gas/instrument/machinery, etc. in response there to shall establish an irrevocable Performance Guarantee Bond in favour of “**The Director, AIIMS Nagpur**” in the form of Bank Guarantee/ FDR for **Rs. 1,00,000/-(Rupees One Lakh)** which will be valid beyond 60 days of the entire period of contract period from the date of Rate Contract. The said Performance Guarantee Bond is to be submitted **within 30 (Thirty) days** from the date of Acceptance of the Work 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 in tender document/work order/purchase order/performance of the refilling gas cylinder/instrument/machinery, etc. This Bank shall pay to All India Institute of Medical Sciences (AIIMS) Nagpur on demand and without protest or demur..... (Rupees.....).

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

We, (name of the Bank & branch) here by further agree that the Guarantee. Here in 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) Nagpur (Buyer).

Notwithstanding anything contained herein:

- a. Our liability under this Bank Guarantee/FDR shall not exceed' (Indian Rupees..... only).
- b. This Bank Guarantee/FDR shall be valid up to (date) and date of claim should be beyond six months from the date of validity.
- c. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if AIIMS Nagpur serves upon us a written claim or demand on or before (Date)

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

Yours truly,

Signature and seal of the Guarantor

Name of the Bank:

Complete Postal Address:

.....

Form-A

Declaration by the Bidder (Firm's Letter Head)

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 Nagpur 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 organization/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.
6. The Bidder has capacity to **supply minimum 500 Cylinders per day** at AIIMS, Nagpur.

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 / e Mudhra 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 key words 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 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.
- 3) 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.
- 4) 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 (i.e. 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.
