

अखिलभारतीयआयुर्विज्ञानसंस्थान, मंगलगिरी

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, MANGALAGIRI ANDHRA PRADESH

A CAB under Ministry of Health & family Welfare, Government of India

Old TB Sanatorium Road, Mangalagiri, Guntur (AP), 522503

Tender No. AIIMS/MG/STORE/Tender/2021-22/RC-LMO

RATE CONTRACT FOR SUPPLY OF LIQUID MEDICAL OXYGEN AT AIIMS MANGALAGIRI

Director, ALL INDIA INSTITUTE OF MEDICAL SCIENCES, MANGALAGIRI invites online tenders under Two Bids System (Technical and Financial) for “Rate Contract for Supply of liquid Medical Oxygen at AIIMS Mangalagiri” as detailed below in complete accordance with enclosed tender document.

1. The salient terms & conditions of the bid are stated below:

Description	Rate Contract for Supply of liquid Medical Oxygen at AIIMS Mangalagiri.
Mode of Tender	E- Tender
Type of Bid	Two Cover Bid
Tender Publishing Date	12 /05 / 2021
Pre- Bid meeting	20/05/2021 02:30PM
Last date and time for submission of Tender	02 / 06 / 2021 03.00 PM
Date and time for opening of tender	03 / 06 / 2021 04.00 PM
EMD	Exempted
Period of Contract	Two years from the date of work order and may be extendable further with the same terms and conditions.
For viewing, quoting the detailed NIT and Qualifying Requirement, bidders may also visit our website	http://aiimsmangalagiri.edu.in https://eprocure.gov.in/eprocure/app

DISCLAIMER

This Tender is not an offer by the All-India Institute of Medical Sciences, Mangalagiri but an invitation to receive offer from vendors/bidders. No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized Officers of the All-India Institute of Medical Sciences, Mangalagiri with the vendor/bidder.

ABOUT AIIMS

AIIMS Mangalagiri is one of new AIIMS established by the Ministry of Health & Family Welfare, Government of India under the Pradhan Mantri Sathya Suraksha Yajna (PMSSY) with the aim of correcting regional imbalances in quality tertiary level healthcare in the country and attaining self-sufficiency in graduate and postgraduate medical education. PMSSY planned to set up new AIIMS like institutions in underserved areas of the country.

These Institutions are established by an Act of Parliament on the lines of the original All India Institute of Medical Sciences in Mangalagiri which imparts both undergraduate and postgraduate medical education in all its branches and related fields, along with nursing and paramedical training to bring together in one place educational facilities of the highest order for the training of personnel in all branches of health care activity.

Online tenders are hereby invited on behalf of the Director, AIIMS Mangalagiri for **“Rate Contract for Supply of liquid Medical Oxygen at AIIMS Mangalagiri”** for a period of Two years and extendable for further with same terms and conditions of this tender

Notice Inviting E-Tender

E -Tender No. AIIMS/MG/STORE/Tender/2021-22/RC-LMO

The Director, AIIMS Mangalagiri, invites E-Bids in Two Bid System (i.e. Technical and Financial Bid) from eligible Manufacturers / Firms / Companies / Authorized Agents / Distributors/Dealers on line through E-procurement solution portal of <https://eprocure.gov.in/eprocure/app> mutually agreed terms and conditions and satisfactory performance for Providing Liquid Medical Oxygen (LMO) at AIIMS Mangalagiri for two Liquid Oxygen Tanks for Vessel Capacity 20 SM3 (20KL) and 10 SM3 (10KL) on Rate Contract basis for a period of (02) Two Years from the date of commencement of award. If the performance is found satisfactory, the contract would be extendable further for a period of (01) one year. However, the contract may be terminated by AIIMS, BBSR if the services are not satisfactory.

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding document. The bid should be precise, complete and in the prescribed format as per the requirement of the bid document. The bid should not be conditional. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid. The Procurement of goods and services under this tender will be regulated as per the applicable provision of Public Procurement (Preference to Make in India), order 2017 of MoC&I (DIPP), Govt. Of India, therefore, bidders who are claiming to be regulated under the said order are to submit documentary evidence in support of their claim. The Bidder shall bear all costs associated with the preparation and submission of its bid and AIIMS, Mangalagiri will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

Institute website: <http://aiimsmangalagiri.edu.in>

E-Tendering Portal:

<https://eprocure.gov.in/eprocure/app>

For any technical related queries please call at 24 x 7 Help Desk Number

0120-4001 002, 0120-4001 005, 0120-6277 787

Email Support: cpp-doe@nic.in, support-eproc@nic.in

Tender queries: admin.stores@aiimsmangalagiri.edu.in

INSTRUCTIONS FOR ONLINE BID SUBMISSION

The Director, AIIMS Mangalagiri, invites E-Bids in Two Bid System (i.e., Technical and Financial Bid) from eligible Manufacturers / Direct Importers/ Authorized distributor online through E-procurement solution portal <https://eprocure.gov.in/> on mutually agreed terms and conditions and satisfactory performance for: – Rate Contract for Supply of liquid Medical Oxygen at AIIMS Mangalagiri.

More information useful for submitting online bids on the CPP Portal may be obtained at <https://eprocure.gov.in/>

1. REGISTRATION

- a) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
- b) As part of the enrollment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c) 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.
- d) Upon enrollment, the bidders will be required to register their valid Digital Signature Certificate (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.
- e) 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.
- f) 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.

2. SEARCHING FOR TENDER DOCUMENTS

- A. 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.
- B. 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.
- C. 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.

3. PREPARATION OF BIDS

- i) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Any deviations from these may lead to rejection of the bid.

- ii) 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.
- iii) 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, 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.

4. CORRIGENDUM

- a) At any time prior to the deadline for submission of bids, the purchaser may, for any reason deemed fit by it, modify the Tender Enquiry Document by issuing suitable Corrigendum to it.
- b) Corrigendum in technical specification issued after pre-bid meeting will be final & no corrigendum will be issued thereafter.
- c) Corrigendum will be notified through <https://eprocure.gov.in/eprocure/app> and website of AIIMS Mangalagiri.

5. SUBMISSION OF BIDS:

- a) 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.
- b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) 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 colored (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 upload it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- iv) 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.
- v) All the documents being submitted by the bidders will be encrypted using PKI encryption 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.
- vi) Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opens public keys.

- vii) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- viii) 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.
- ix) 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.

6. ASSISTANCE TO BIDDERS

- a) 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.
- b) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be call directed to the 24x7 CPP Portal Helpdesk.
- c) Queries regarding tender document, contact admin.stores@aiimsmangalagiri.edu.in

7. Guideline for submission of bid

- A. **Technical Bid:** The following documents are to be uploaded using DSC by the bidder along with Technical Bid as per the tender document:
 - a) Signed and scanned copy of duly attested copy of PAN & GST registration certificate.
 - b) Signed and Scanned copy of Tender Acceptance letter “Annexure-I”
 - c) Signed and Scanned copy of No deviation certificate “Annexure-II”.
 - d) Signed and scanned copy of proof of Status of Bidder: Manufacturer/Authorized dealer/ Authorized supplier- Whether Public Undertaking/Public Ltd. /Private Ltd. Company / Proprietary Firm. - “Annexure-III”.
 - e) Signed and scanned copy of Power of Attorney as per “Annexure – V” in favor of person to
 - f) Signed and scanned copy of Certificate of experience in the field of Supply of Liquid Medical Oxygen, “Annexure-VI”
 - g) Signed and scanned copy of Certificate for sole ownership / partnership/ Certificate of Incorporation and copy of Statements of turnover per year for last three successive years duly certified by the Chartered Accountants. (Minimum Turnover must be Rs. 1 Crore).
 - h) Signed and Scanned Copy of affidavit duly certified by the notary that the bidder has never been black listed or punished by any court for any criminal offence/breach of contract and that no police/vigilance enquiry/criminal case is pending against either bidder legal entity or against individual Directors of the company or partners etc. of the firm etc. as per “Annexure-VII”.
 - i) Attach copy of last three year’s Income Tax Return.
 - j) Turnover
 - Please attach balance sheet (duly certified by Chartered Accountant) for last three (3) years (average minimum turnover for last three years should not be less than Rs 1,00,00,000 (Rupees One crore Only). Submit last three year’s turnover statement duly certified b y the Chartered Accountant.

- The bidder falls under Section 44AD/44ADA/44AE of Income Tax Act shall be required to submit turnover certificate verified by Chartered Accountant with his Registration number issued by Institute of Chartered Accountants of India.
- Indian Agent can submit its copy of POs of LC cases, in support of its amount getting short in required turnover.
- k) Start-ups may submit its Start-up Registration for consideration (Relaxation in turnover can be considered as the case may be, subject to fulfillment of other conditions. However, it will not be mandatory)
- l) Signed and scanned copy of proof of supplying in minimum 3 Government Hospitals in India and valid documents from any one of them to be produced.
- m) Signed & scanned copy of license for supply of Liquid Medical oxygen.
- n) Copy of duly attested copy of Mandate form (as Annexure- “X”).
- o) Proof of primary manufacture of liquid Medical Oxygen (LMO) through Air Liquefaction process

Note: Bidders are requested to upload the clearly visible documents only other wise if not clearly visible than offer shall be liable for rejection without any further communication.

B. Price Bid / Financial Bid :

Schedule of price bid in the form of BOQ_XXXX .xls

The below mentioned Financial Proposal/ Commercial bid format is provided as BOQ.xls along with this tender document at <https://eprocure.gov.in/eprocure/app> . Bidders are advised to download this BOQ.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tampered / modified in any manner, tender will be completely rejected and tenderer is liable to be banned from doing business with AIIMS Mangalagiri.

ELIGIBILITY CRITERIA

Documents for Establishing Bidder’s Eligibility

1. The bidder/manufacturer/Authorized distributor of Liquid medical oxygen those who are in the similar business for the last three years and providing the same service to Central/State Govt. /Reputed Private Hospitals or autonomous bodies having more than 200 beds can participate.
2. Two recent empanelment certificates from any government or documents to prove the supplies made (and successful installation) to government and reputed private hospitals/institutes/retailers must be enclosed along with the technical bid.
3. Self-attested Non conviction certificate shall be enclosed along with the technical bid.
4. The Bidder should be public undertaking / Autonomous Body / Public Ltd. / Pvt. Ltd. Company and should be in Liquid medical Oxygen supply business since last three years in India. The Bidder having manufacturing facility in their name in India shall be given preference, in case there is a likely event of two/ more bidders quoting same price.
5. The firm should be registered under GST.
6. Signed and scanned copy of duly attested copy of PAN & GST registration certificate.

7. Signed and Scanned copy of Tender Acceptance letter “Annexure-I”
8. Signed and Scanned copy of No deviation certificate “Annexure-II”.
9. Signed and scanned copy of proof of Status of Bidder: Manufacturer Whether Public Undertaking/Public Ltd. /Private Ltd. Company / Proprietary Firm. - “Annexure-III”.
10. Signed and scanned copy of Power of Attorney as per “Annexure – V” in favor of person to
11. Signed and scanned copy of Certificate of experience in the field of Supply of Liquid Oxygen, “Annexure-VI”
12. Signed and scanned copy of Certificate for sole ownership / partnership/ Certificate of Incorporation and copy of Statements of turnover per year for last three successive years duly certified by the Chartered Accountants. (Minimum Turnover must be Rs. 25 Lacs).
13. Signed and Scanned Copy of affidavit duly certified by the notary that the bidder has never been black listed or punished by any court for any criminal offence/breach of contract and that no police/vigilance enquiry/criminal case is pending against either bidder legal entity or against individual Directors of the company or partners etc. of the firm etc. as per “Annexure-VII”.
14. Attach copy of last three year’s Income Tax Return.
15. Turnover
 - a. Please attach balance sheet (duly certified by Chartered Accountant) for last three (3) years (average minimum turnover for last three years should not be less than Rs 1,00,00,000 (Rupees One crore Only). Submit last three year’s turnover statement duly certified by the Chartered Accountant.
 - b. The bidder falls under Section 44AD/44ADA/44AE of Income Tax Act shall be required to submit turnover certificate verified by Chartered Accountant with his Registration number issued by Institute of Chartered Accountants of India.
 - c. Indian Agent can submit its copy of POs of LC cases, in support of its amount getting short in required turnover
16. Start-ups may submit its Start-up Registration for consideration (Relaxation in turnover can be considered as the case may be, subject to fulfillment of other conditions. However, it will not be mandatory) “Annexure-VIII”.
17. Signed and scanned copy of proof of supplying in minimum 3 Government Hospitals in India and valid documents from any one of them to be produced.
18. Signed & scanned copy of license for supply of Liquid Medical Oxygen.
19. Quality assurance certificate as per technical specification
20. Copy of duly attested copy of Mandate form (as Annexure- “X”).
21. Proof of primary manufacture of liquid Medical Oxygen (LMO) through Air Liquefaction process
22. Firm/company who have withdrawn after participating in any of the previous tenders of All India Institute of Medical Sciences – Mangalagiri are not eligible to participate in this tender.

Note:

- Notwithstanding anything stated above, the Institute reserves the right to assess the Bidder’s capability and capacity to perform the contract satisfactorily before deciding on award of contract, should circumstances warrant such an assessment in the overall interest of the purchaser.
- Technical Evaluation Committee may call for demonstration/inspection of the sample before taking any final decision. In case the bidder does not provide demonstration / inspected of the quoted item within the specified time his bid will be rejected.

GENERAL INSTRUCTIONS TO BIDDERS (GIB)

1. PREAMBLE: -

- i) Pre-Bid Meeting:** - The pre-bid Tender meeting will be held on **20/05/2021 02:30PM** by Virtual (ZOOM) meeting. Joining link for Pre – Bid meeting will be made available on www.aiimsmanagalagiri.edu.in website under tender's section. The agency(s) may get clarified any confusion regarding any terms and condition of the contract during pre-bid meeting and thereafter any claim of doubt/confusion or any things relating to this contract will not be entertained and it will be deemed that the agency has understood everything about this tender. Based on queries of the bidders, committee members will decide to issue any amendments/corrigendum for the tender
- ii) Eligibility of Bidders:** - This invitation of Bids is open to reputed foreign/ Indian manufactures / direct importers/registered/authorized suppliers. Before formulating the tender and submitting the same to the purchaser, the bidder should read and examine all the terms, conditions, instructions, checklist etc. contained in the Tender documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in this tender document may result in rejection of its tender.
- iii) Availability of fund:** - Expenditure to be incurred for the proposed purchase will be met from the funds available with the purchaser/consignee
- iv) Language of Tender:-**The tender submitted by the bidder and all subsequent correspondence and documents relating to the tender exchanged between the bidder and the purchaser, shall be written in English language, unless otherwise specified in the Tender Enquiry. However, the language of any printed literature furnished by the bidder in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.
- v) The tender submitted by the bidder and all subsequent correspondence and documents relating to the tender exchanged between the bidder and the purchaser, may also be written in the Hindi language, provided that the same are accompanied by English translation, in which case, for purpose of interpretation of the tender etc, the English translations shall prevail.**
- vi) Tendering Expenses:** - The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the tendering process.
- vii) Corrigendum to Tender Documents:-**
 - a. At any time prior to the deadline for submission of bids, the purchaser may, for any reason deemed fit by it, modify the Tender Enquiry Document by issuing suitable Corrigendum to it
 - b. Corrigendum in technical specification issued after pre-bid meeting will be final & no corrigendum will be issued thereafter.
 - c. Corrigendum will be notified through <https://eprocure.gov.in/eprocure/app> and website of AIIMS Mangalagiri i.e. www.aiimsmangalagiri.edu.in.
- v) Clarification of Tender Documents: -**
 - a) 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.
 - b) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be call directed to the 24x7 CPP Portal Helpdesk.

2. **Tender currencies: -**
 - a) The bidder supplying indigenous goods or already imported goods shall quote only in Indian Rupees (INR).
 - b) Bids, where prices are quoted in any other way shall be treated as non - responsive and will be rejected.
3. **Tender Prices:-**
 - a. The bidder shall indicate all specified components of prices shown therein on the Price Schedule provided in BOQ including the unit prices, applicable taxes and total bid prices of goods and services. It proposes to supply against the requirement. The entire column shown in BOQ should be filled up as required. Cost per Test will be considered for Price evaluation.
 - b. After due evaluation of the bid(s) Institute will award the contract to the responsive bidder, who has quoted the lowest Price per test on cumulative basis as per category.
4. **Additional information and instruction on duties and Taxes: -** If the bidder desires to get reimbursement for GST (goods and services tax) should have been mentioned in BOQ. If it is not mentioned in the BOQ no reimbursement will be entertained.
5. **Firm Prices: -** The quoted rates must be valid for a period for 24 months from the date agreement. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. If the bidder quoted the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected
6. One Principal/OEM cannot authorize two agents simultaneously for the same item against same advertised tender enquiry
7. **Contract period: :** Rate Contract for Supply of liquid Medical Oxygen at AIIMS Mangalagiri for two years at AIIMS Mangalagiri is initially for a period of (2) Two year and can be continued / renewed for further (1) year subject to satisfaction of the All India Institute of Medical Sciences (AIIMS), Mangalagiri and on mutual consent of both the parties subject to the condition/ rules framed by the Government of India from time to time.
8. **Bid validity: -**
 - a) The bids shall remain valid for acceptance for a period of 180 days after the date of tender opening prescribed in the tender document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
 - b) In exceptional cases, the bidders may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by email. The bidders, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A bidder, who may not agree to extend its tender validity after the expiry of the original validity period the EMD furnished by them shall not be forfeited.
 - c) In case the day up to which the tenders are to remain valid falls on / subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.
9. **Scrutiny and Evaluation of Tenders: -**
 - a) **Technical Evaluation:** Detailed technical evaluation shall be carried out by Institute pursuant to conditions in the tender document to determine the substantial responsiveness of each tender. For this clause, the substantially responsive bid is one that conforms to all the eligibility and terms and condition of the tender without any deviation. The Institute's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. The Institute shall evaluate the technical bids also to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly

signed and whether the bids are in order. AIIMS Mangalagiri shall have right to accept or reject any or all tenders without assigning any reasons thereof

- b) **Financial Evaluation:** The financial bid shall be opened of only those bidders who have been found to be technically eligible. If, in the price structure quoted for the required goods, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly. If there is a discrepancy between words and figures, the amount in words shall prevail.

After due evaluation of the bid(s) AIIMS, Jodhpur will award the contract to the lowest evaluated responsive tenderer. Conditional bid will be treated as unresponsive and will be rejected. Bidder must quote the financial bid as specified.

- 10. Contract Period:** The rate contract for Supply of Liquid Medical Oxygen is initially for a period of (2) Two year and can be continued / renewed for further (1) year subject to satisfaction of the All-India Institute of Medical Sciences (AIIMS), Mangalagiri and on mutual consent of both the parties subject to the condition/ rules framed by the Government of India from time to time.

- 11. Non- responsive tender:** - Non submission of the following is some of the important aspects, for which a tender shall be declared non – responsive during the evaluation and will be ignored:

- a) Tender Acceptance Form as per Annexure-I (signed & stamped) not uploaded.
- b) Bid validity is shorter than the required period.
- c) Required Bid Security (Amount, validity etc.)/ Exemption documents have not been uploaded as per stipulated provisions
- d) Bidder has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorization Form as per Annexure-III.
- e) Bidder has not agreed to give the required performance security of required amount in an acceptable form for due performance of the contract.
- f) Bidder has not agreed to other essential condition(s) specially incorporated in the Tender document like terms of payment, liquidated damages clause, comprehensive warranty clause, dispute resolution mechanism, and applicable law.
- g) Poor/unsatisfactory past performance.
- h) Bidders who stand de-registered/ banned/ blacklisted by any Central Govt. Ministries/ Departments/ Hospitals/Institutes.
- i) Bidder has not agreed for the delivery terms and delivery schedule.

- 12. Award Criteria:** - Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. The Institute reserves the right to counter offer price(s) against price(s) quoted by any bidder. L1 will be decided on lowest bid.

- 13. Discrepancies in Prices:** The Bidder(s) shall quote Rate up-to two decimals only. Bidder(s) to note that only first two decimals shall be considered for evaluation if quotation having more than two decimals.

- 14. Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders:**

A. The purchaser's evaluation of a tender will take into account the following:

The Purchaser reserves the right to give the price preference to small-scale sectors etc. and purchase preference to central public sector undertakings as per the instruction in vogue while evaluating, comparing and ranking the responsive tenders.

B. Purchase Preference to Local Suppliers

In pursuance of Government of India Order no. P-45021/2/2017-B.E.-II dated 15/06/2017 purchase preference shall be given to local suppliers in all procurements undertaken by procuring entities in the manner specified hereunder:

- a. In procurement of goods in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs. 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods is more than Rs. 50 lakhs, the provisions of sub-paragraph b or c, as the case may be, shall apply
- b. In the procurements of goods which are not covered by paragraph (a) above and which are divisible in nature, the following procedure shall be followed:
 - i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
 - ii) If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- c. In procurements of goods not covered by subparagraph (a) above and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:
 - i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.
 - ii) If L1 is not from a local supplier, the lowest bidder among the local suppliers will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.
 - iii) In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

C. Exemption of small purchases: Notwithstanding anything contained in paragraph 1 above, procurements where the estimated value to be procured is less than Rs 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

D. Minimum local content: The minimum local content shall ordinarily be 50%. The Nodal Ministry may prescribe a higher or lower percentage in respect of any particular item and may also prescribe the manner of calculation of local content.

E. Margin of Purchase Preference The margin of purchase preference shall be 20%

15. Bidder's capability to perform the contract:

- a) The purchaser, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the bidder, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects

- to perform the contract satisfactorily. If, there is more than one schedule in the Schedule of Requirements, then, such determination will be made separately for each schedule.
- b) The above-mentioned determinations will inter-alia take into account the bidder's financial, technical and production capabilities for satisfying all the requirements of the purchaser as incorporated in the Tender document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the bidder in its tender as well as such other allied information as deemed appropriate by the purchaser.
- 16. Contacting the Purchaser:** In case a bidder attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that bidder, as deemed fit by the purchaser.
- 17. Purchaser's Right to accept any tender and to reject any or all tenders:** The purchaser reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidders
- 18. Corrupt or Fraudulent Practices:** It is required by all concerned namely the Consignee/Bidders/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser defines, for the purposes of this provision, the terms set forth below as follows: -
- a) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; &
- b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
- c) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- d) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.
- 19.** Bidder might be required to demonstrate the system at the discretion of the institute.
- 20.** DSC (Digital Signature Certificate) to be used for electronic correspondence like e-mail by both purchaser as well as bidders, to ensure the authentication of the users of the system and digital signing of the documents for any type of correspondence.
- 21.** The bidder(s) must be submitting Tender Acceptance Form (Annexure-I) as acceptance of all terms & condition of the tender.
- 22.** The Director reserves the right to accept or reject any or all tenders without assigning reasons.
- 23.** The Director reserves the right to modify, add or delete any terms & conditions of the contract as and when required.

**Faculty In charge (central stores),
For Director, AIIMS Mangalagiri**

GENERAL TERMS & CONDITIONS

1. Use of contract documents and information

- (i) The supplier shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this Tender document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- (ii) Further, the supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in this tender except for the sole purpose of performing this contract.
- (iii) Except the contract issued to the supplier, each and every other document mentioned in tender shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier's performance and obligations under this contract.

2. Patent Rights: The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

3. Country of Origin

- (i) All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
- (ii) The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.

4. Assignment: The bidder shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Purchaser's prior written permission.

5. Sub Contracts

- (i) The bidder shall notify the Purchaser in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the bidder from any of its liability or obligation under the terms and conditions of the contract.
- (ii) Sub contract shall be only for bought out items and sub-assemblies.
- (iii) Sub contracts shall also comply with the provisions of "Country of Origin".

6. Delivery: - The items will have to be supplied at Store room in AIIMS Mangalagiri premises. No transportation/ cartage charges will be provided for the same. All the aspects of safe delivery shall be the exclusive responsibility of the supplier. AIIMS Mangalagiri will empanel L-1 vendor & sign an agreement with him. At each instance of refilling, LMO refilled will be verified by officer of AIIMS Mangalagiri and vendor will bill only that quantity.

7. The tenderer must quote rates including freight, insurance, cartage, labour charges etc. on Door Delivery basis at AIIMS, Mangalagiri.

8. The tenderer is advised to visit the site before quoting the rates with the due permission of Competent Authority of AIIMS, Mangalagiri
9. **Signing the Contract:** - The successful bidder shall be required to execute the Contract Agreement accepting all terms and conditions stipulated herein on a non-judicial stamp paper of Rs. 500/- (Rs. Five Hundred only) along with performance security within fifteen (15) days from the issue of notification of award. In the event of failure on the part of the successful bidder to sign the Contract within the period stipulated above, the acceptance of BID shall be considered as cancelled.
10. **Performance Security:** - The Successful Contractor will be required to furnish an amount @ 3% of Total Annual Contract Value (inclusive of GST) as a performance security in the form of Fixed Deposit Receipt or Bank Guarantee from any Nationalized Bank duly pledged in the name of the "All India Institute of Medical Sciences, Mangalagiri" payable at Mangalagiri within 30 days from the award of contract. Security Deposit shall be kept valid for a period of 60 days beyond completion of all the contractual obligations. The security deposit can be forfeited by order of this Institute in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract. In case, the successful bidder shows inability at any stage, after the contract is finalized and awarded for whatsoever reason(s), to honor the contract, the EMD/Performance Security deposited would be forfeited. The original PSD must be delivered to **Office of Sr.Stores Officer, First Floor, Dharmashala Building, AIIMS, Mangalagiri, Andhra Pradesh - 522503**
- Performance Security will be discharged after 60 days from the completion of contractor's performance obligations under the contract.
11. **Payment clause:** - 100% payment shall be made on receipt of goods in satisfactory conditions and submission of bill with the material/challan. Payment will be made within 30 days from the date of submission of bill. On consignment / Utilization basis- Fortnightly payment would be released against the item consumed and settled bills of the patients. The bill in triplicate may be sent to this office for settlement after satisfactorily completion of work. The bill should have full particulars of the items(s) and submitted on monthly basis. No payment shall be made in advance nor shall the loan from any bank or financial institutions be recommended on the basis of the order of award of work. The contractor shall submit the bill only after successfully completion of work to the satisfaction of the AIIMS Mangalagiri, on receipt of a pre-receipted bill invoice from the Contractor the case of issuing sanction and passing of bill for payment will be initiated. No payment will be made for poor quality of work.
12. **Inspection:** -
- AIIMS, Mangalagiri shall have the right to inspect and/or to test the goods to confirm their conformity to the Tender Specifications at no extra cost to the Purchaser.
 - AIIMS, Mangalagiri right to inspect, test and, where necessary, reject the Goods after the goods arrival at the final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by AIIMS, Mangalagiri prior to the goods shipment.
 - The Director, AIIMS Mangalagiri shall be the final authority to reject full or any part of the supply which is not confirming to the specification and other terms and conditions.
 - No payment shall be made for rejected Stores. Rejected items must be removed by the Bidders within two weeks of the date of rejection at their own cost and replaced immediately. In case these are not removed, these will be auctioned at the risk and responsibility of the suppliers without any further notice.

- 13. Breach of Terms and Conditions:** In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to cancel the work order/ job without assigning any reason thereof and nothing will be payable by AIIMS, Mangalagiri in that event the security deposit shall also stands forfeited.
- 14. Insolvency etc.:** In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order 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, Mangalagiri shall have the power to terminate the contract without any prior notice.
- 15. Fall clause:** If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or act of the Central or State Govt. or by the tenderer himself, the tenderer shall be morally and statutorily bound to inform AIIMS, Mangalagiri immediately about such reduction in the contracted prices. The AIIMS, Mangalagiri is empowered to unilaterally effect such reduction as is necessary in rates in case the tenderer fails to notify or fails to agree for such reduction of rates. In case of any enhancement in Taxes due to statutory Act of the Govt. after the date of submission of the tenders and during the tender period, the additional Taxes so levied will be allowed to be charged extra as separate item without any change in price structure of the drugs approved under the tender. For claiming the additional cost on account of the increase in Taxes, the tenderer should produce letter from the concerned excise authorities indicating his commitment for the supply made to the AIIMS, Mangalagiri on account of the increase in Taxes.
- 16.** Bidders are requested to quote their prices on a firm & fixed basis for the entire period of the Contract. Bids of the firms received with prices quoted on variable basis shall be rejected without assigning any reasons and no communication in this regard shall be made.
- 17.** The quantity of item given in the tender is tentative, which may be increased or decreased as per the institute's requirement.
- 18.** No escalation in rates on any account will be permitted during the contract period. Also, no subsidy will be given over the quoted rates.
- 19.** After due evaluation of the bid(s) Institute will award the contract to the lowest evaluated responsive tenderer on individual item basis
- 20.** Conditional bid will be treated as unresponsive and it may be rejected.
- 21.** The Income Tax/ Any other Taxes as applicable shall be deducted from the bill unless exempted by the Income-tax department.
- 22.** The items will have to be supplied at Institute's designated site. No transportation/ cartage charges will be provided for the same.
- 23.** The Successful Tenderer 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 making arrangement for supply of the desired goods even on short notice to AIIMS, Mangalagiri.
- 24. Subletting of Contract:** Bidder shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this contract to any other Second Party without prior written consent of the AIIMS Mangalagiri. If it is found that the bidder has given subcontract for supply of reagents for AIIMS Mangalagiri on the basis of Procurement/Purchase Order, the contract shall stand cancelled & the performance security shall be forfeited.
- 25. Liquidated Damage:** If vendor fails to deliver the filled cylinders within the date and time mentioned at each instance, per day penalty of Rs. 20,000/- will be imposed on vendor and AIIMS Mangalagiri reserves right to purchase of liquid medical oxygen from any vendor in market and the difference of price shall be recovered from vendor apart from penalty.

- 26. Responsibility:-**The principal as well as its agent will be severally and jointly responsible for ensuring the minimum life span of 3 years for the equipment.
- 27.** The bidder is required to submit compliance sheet, which should reflect details of clause-by-clause compliance of technical specifications as well as general terms & conditions failing which their offer shall be rejected.
- 28. Governing language:** The contract shall be written in English language. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.
- 29. Notices:** - Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex or facsimile and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract. In case of e-mail, its notices document must be verified by DSC. The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.
- 30. Penalties for non-performance**
The penalties to be imposed, at any stage, under this tender are;
- a) imposition of liquidated damages,
 - b) forfeiture of EMD/performance security,
 - c) termination of the contract,
 - d) Blacklisting/debarring of the bidder
- 31. Termination of Contract**
- a) **Termination for default:** - The Institute, without prejudice to any other contractual rights and remedies available to it (the Institute), may, by written notice of default sent to the successful bidder, terminate the contract in whole or in part, if the successful Bidder fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Institute.
 - b) In the event of the Institute terminates the contract in whole or in part, the Institute may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the successful bidder shall be liable to the Institute for the extra expenditure, if any, incurred by the Institute for arranging such procurement.
 - c) Unless otherwise instructed by the Institute, the successful bidder shall continue to perform the contract to the extent not terminated.
 - d) **Termination for insolvency:** If the successful bidder becomes bankrupt or otherwise insolvent, the Institute reserves the right to terminate the contract at any time, by serving written notice to the successful bidder without any compensation, whatsoever, to the successful Bidder, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and or will accrue thereafter to the Institute.
 - e) **Termination for convenience:** - The Institute reserves the right to terminate the contract, in whole or in part for its (Institute) convenience, by serving written notice on the successful bidder at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Institute. The notice shall also indicate inter alia, the extent to which the successful bidder's performance under the contract is terminated, and the date with effect from which such termination will become effective.

32. Force Majeure:-

- (i) For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.
- (ii) If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- (iii) If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- (iv) In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

33. UAM Number on CPPP: In purchase of Government of India order no. F/5/4/2018-PPD dated 28/02/2018 UAM number by the vendors on CPPP may be made mandatory from 01/04/2018. Autonomous Bodies/Statutory Bodies/CPSEc/Departments get declaration on UAM number by MSE bidders on CPPP. Failing which such bidder will not be able to enjoy the benefits as per public procurement policy for MSE's order 2012 tender invalid electronically through CPPP.

34. Arbitration / Resolution of disputes:-

- a) In the event of any dispute or difference(s) between the vendee (AIIMS Mangalagiri) 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 Mangalagiri 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.
- b) If the parties fail to resolve their dispute or difference by such mutual consultation within twenty- one days of its occurrence then, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration.

35. Applicable Law & Jurisdiction of Courts

- a) The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.
- b) All disputes arising out of this tender will be subject to the jurisdiction of courts of law in Mangalagiri (Andhra Pradesh, India).

**Faculty In Charge (Central Stores),
For Director, AIIMS Mangalagiri**

Special Terms & Conditions

- a) **Guarantee Certificate:** - The item supplied against this order shall be deemed to bear a warranty of the contractor against deterioration, defective material, workmanship and performance for a period of 24 months from the date of receipt of stores at AIIMS, Mangalagiri. If during this period the stores supplied are found to be defective in performance or deteriorated, the contractor shall be responsible for all consequences.
- b) Random sampling will be done at the Institute and pilferage or less quantity will be recovered at panel rate i.e., double the supply rate.
- c) The quantity of LMO can be increased or decreased, as per requirement of this office.
- d) The material should be supplied to the manifold room, AIIMS, Mangalagiri.
- e) The firm quoting for tender should primary manufacturer of Liquid Medical Oxygen (LMO) through Air Liquefaction process.
- f) Firm quoting for LMO should have a valid drug license & should be following testing process as per Indian Pharmacopeia IP — 2014.
- g) Minimum 40% of stock level to be maintained in the installed capacity to avoid emergency situation & for the same supplier should install suitable monitoring & alarming devices.
- h) Supplier should provide Safety Features in line with Global Safety Standards as a part of the installation. Following safety devices to be added with the system: Minimum safety features for LMO installation required Alarm System as per AS — 2896 (Aus) Or HTM — 02— 01 (NZ)
 - a) Alarm VIE (Vacuum Insulated Evaporator)
 - I. Low content or Low level of storage indication (Audio — Visual).
 - II. Low Pressure Alarm (Audio — Visual).
 - b) Low Pressure Alarm in downstream of Pipeline system (Audio — Visual).
 - c) Pressure Regulating: Dual parallel regulation system for uninterrupted supply in case of regulator has to change for repair. One regulator is set at 4.2 bar and other at 3.8 bar as per international practice.
 - d) Three ways Gauge Valve for isolation of Line Pressure & with Manual Maneuvering.
 - e) Telemetry System: For continuous monitoring of liquid level in the storage vessel from a central location anywhere in India.
 - f) Continuous monitoring of Vehicle movement for rescheduling filling in case of any mechanical failure of vehicle.
- i) There should be provision of monitoring daily consumption
- j) The Tenderer should give an undertaking that if he fails to maintain standards of tank/ cylinders, gases and if some mishap occurs, the supplier company shall be responsible for the same.
- k) The Director reserves the right to cancel the tender at any time without assigning any reason thereof.
- l) The place of delivery will be Cylinder storage room, AIIMS Mangalagiri.
- m) The LMO to be supplied should be pure and safe for human use and should meet the latest I.P standards.

In case of any disputes the decision of Director shall be final and binding on both parties and jurisdiction will be Mangalagiri for all disputes.

SCHEDULE OF REQUIREMENT

SI No	Name of the Department	Name of the work	Qty.	EMD
1.	AIIMS Mangalagiri	Rate Contract for Supply of Liquid Medical Oxygen	As per requirement	Nil

SPECIFICATIONS OF EQUIPMENTS MENTIONED IN SCHEDULE OF REQUIREMENTS

S.No	Technical Specification	Complied Yes/No
1	(a) Reference temperature for oxygen shall be 27°C. (b) Mode of measurement 1Kg=0.77M3	
2	The supply shall conform to specified codes (latest edition). Medical Oxygen IP2014	
3	Following specifications of LMO, vaporizer and regulator to be followed. a) Should be certified for medical use as per IP 2014. b) Should not contain less than 99.6% V/V of oxygen. c) Should not contain more than 5ppm carbon monoxide. d) Should not contain more than 30ppm carbon dioxide. e) Should be free of halogen. Should be free of moisture	

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

CHECK LIST FOR TERMS AND CONDITIONS

A. Checklist of documents to be submitted online:

Sl. No.	Terms & Conditions as per Bidding Document	Uploaded (Yes/No)
I	Signed and scanned copy of duly attested copy of PAN, duly attested copy of GST registration certificate.	
II	Signed and Scanned copy of Tender Acceptance letter “ Annexure-I ” and No deviation certificate “ Annexure-II ”.	
III	Signed and scanned copy of Manufacturer Authorization Form - “ Annexure-III ”	
IV.	Signed and scanned copy of Power of Attorney as per “ Annexure – V ”	
V	Signed and scanned copy of Certificate of experience in the field of Supply of Liquid Medical Oxygen, “ Annexure-VI ”	
VI.	Signed and scanned copy of Certificate for sole ownership / partnership/ Certificate of Incorporation	
VII.	Signed and Scanned Copy of affidavit duly certified by the notary that the bidder has never been black listed or punished by any court for any criminal offence/breach of contract and that no police/vigilance enquiry/criminal case is pending against either bidder legal entity or against individual Directors of the company or partners etc. of the firm etc. as per “ Annexure-VII ”.	
VIII.	Attach copy of last three year’s Income Tax Return and copy of Statements of turnover per year for last three successive years duly certified by the Chartered Accountants. (Minimum Turnover must be Rs. 1 crore) as per ANNEXURE – VIII	
IX.	<p>Turnover</p> <p>a. Please attach balance sheet (duly certified by Chartered Accountant) for last three (3) years (average minimum turnover for last three years should not be less than Rs 1,00,00,000 (Rupees one crore Only). Submit last three year’s turnover statement duly certified by the Chartered Accountant</p> <p>b. The bidder falls under Section 44AD/44ADA/44AE of Income Tax Act shall be required to submit turnover certificate verified by Chartered Accountant with his Registration number issued by Institute of Chartered Accountants of India.</p> <p>c. Indian Agent can submit its copy of POs of LC cases, in support of its amount getting short in required turnover.</p> <p>Start-ups may submit its Start-up Registration for consideration (Relaxation in turnover can be considered as the case may be, subject to fulfillment of other conditions. However, it will not be mandatory) “Annexure-VIII”.</p>	

X.	Signed and Scanned Copy of affidavit duly certified by the notary that the bidder has never been black listed or punished by any court for any criminal offence/breach of contract and that no police/vigilance enquiry/criminal case is pending against either bidder legal entity or against individual Directors of the company or partners etc. of the firm etc. as per “ Annexure-VII ”.	
XI	Signed and scanned copy of proof of supplying in minimum 3 Government/Private Hospitals (minimum 200 bedded) in India and valid documents.	
XII	Signed and scanned copy of license for supply of Liquid Medical oxygen.	
XIII	Signed and scanned copy of Mandate form (as Annexure- “X”).	
XIV	Copy of Manufacturer license/Distributor authorization license for production/refilling and supply of liquid medical Oxygen from concern appropriate government institution	
XV	Quality assurance certificate as per technical specification	

B. Checklist of documents to be submitted online: Price Bid /Financial Bid:

I	BOQ.xls	
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Note: In case of non-fulfilment of any of the above information/ document(s), the Tender will be summarily rejected without giving any notice.

FORMAT OF FINANCIAL BID FORM

:

S. No	Name of Item	Qty	Unit	Rate per litre (A)	GST (B)	Unloading/Filling charges in Rs. (C)	Total Rate per Litre including all (D=A+B+C)
1	Liquid Medical Oxygen	1	litre				
Rate per Liter including all							

1. I/We have gone through the terms & conditions as stipulated in the tender enquiry document and confirm to accept and abide the same.
2. Rate must be quoted as per specification specify in Rate Contract.
3. No other charges would be payable by the Institute.
4. Bidder must quote their financial bid in format given CPP portal.

Date:

Place:

Name :

Business Address :

Signature of Bidder :

Seal of the Bidder :

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,
The Director,
AIIMS Mangalagiri

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: _____

Dear Sir,

5. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/ Work' from the web site(s) namely: _____ as per your advertisement, given in the above-mentioned website(s).
6. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
7. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
8. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
9. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
10. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

NO DEVIATION CERTIFICATE

Bidder's Name
& Address:

To,
Director
AIIMS Mangalagiri,
Andhra Pradesh-522503.

1. With reference to our Bid (Reference No. dated) forI works at AIIMS Mangalagiri, Andhra Pradesh, we hereby confirm that we comply with all terms, conditions and specifications of the Bidding Documents read in conjunction with Amendments(s) / Clarification(s) / Addenda / Errata (if any) issued by the Owner prior to opening of Techno – Commercial Bids and the same has been taken into consideration while making our Techno – Commercial Bid & Price Bid and we declare that we have not taken any deviation / exceptions in this regards.
2. We further confirm that any deviation variation or additional conditions etc or any mention, contrary to the Bidding Documents and its Amendments(s) / Clarification(s) / Addenda / Errata (if any) as mentioned at 1.0 above found anywhere in our Techno – Commercial Bid and / or price Bid, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Owner, failing which the Bid Security shall be forfeited.

For and on behalf of :

Stamp & Signature :

Name :

Designation :

Date :

(Sign with seal of bidder)

MANUFACTURER'S AUTHORISATION FORM
(To be submitted by authorized dealers/representatives/importers)

No.

Dated:

To

**Director,
All India Institute of Medical Sciences,
Mangalagiri – 522503 (Andhra Pradesh, India)**

Dear Sir,

Tender No _____ :

1. We (name of the OEM) are the original manufacturers of the above equipment/Items having registered office at (full address with telephone number/fax number & email ID and website), having factories at _____ and _____, do hereby authorize M/s. _____ (Name and address of bidder) to submit tenders, and subsequently negotiate and sign the contract with you against the above tender no.
2. No company or firm or individual other than M/s. _____ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.
3. We also hereby undertake to provide full guarantee/warrantee /Comprehensive Annual Maintenance Contract as agreed by the bidder in the event the bidder is changed as the dealers or the bidder fails to provide satisfactory after sales and service during such period of Comprehensive Warranty / Comprehensive Annual Maintenance Contract and to supply all the spares/ accessories / consumables etc. during the said period.
4. We also hereby declare that we have the capacity to manufacture and supply, install and commission the quantity of the equipments tendered within the stipulated time.

(Name)

For and on behalf of M/s. _____

Date:

(Name of manufacturers)

Place:

Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

BANK GUARANTEE FORM

(To be executed by any scheduled bank, on a non-judicial stamp paper under bank's covering letter mentioning address of the bank)

To,
All India Institute of Medical Sciences
Mangalagiri - 522503

In consideration of All India Institute of Medical Sciences, Mangalagiri [hereinafter referred to as AIIMS', which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] having agreed to exempt M/s _____ [hereinafter referred to as 'supplier /contractor' which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] from depositing with AIIMS a sum of Rs. _____ (Rupees _____) towards security / performance guarantee in lieu of the said contractor having agreed to furnish a bank guarantee for the said sum of Rs. _____ (Rupees _____) as required under the terms and conditions of contract / work order no dated _____ [hereinafter referred as the order'] placed by AIIMS on the said supplier /contractor. We, _____ the bank [hereinafter referred to as 'the bank' which expression shall include its successors and assigns] do hereby undertake to pay AIIMS an amount not exceeding Rs. _____ (Rupees _____) on the demand made by AIIMS on us due to a breach committed by the said supplier /contractor of the terms and conditions of the contract /order.

1. We _____ the bank hereby undertakes to pay the amount under the guarantee without any demur merely on a demand from AIIMS stating that there is a breach by the supplier / contractor of any of the terms and conditions contained in the order or by the reasons of the supplier's / contractor's failure to comply with the terms and conditions as stipulated in the order or amendment(s) thereto. The demand made on the bank shall be conclusive as to the breach of the terms and conditions of the order and as regard to the amount due and payable by the bank under this guarantee, notwithstanding any dispute or disputes raised by the said supplier / contractor regarding the validity of such breach and we agree to pay the amount so demanded by AIIMS without any demur. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____).
2. We, _____ the bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order and that it shall continue to be enforceable till the dues of AIIMS under or by virtue of the said order have been fully paid and its claim satisfied or discharged or till AIIMS certifies that the terms and conditions of the order have been fully and properly carried out by the supplier / contractor and accordingly discharge the guarantee.
3. We _____ the bank, undertake to pay to AIIMS any money so demanded notwithstanding any dispute or disputes raised by the said supplier /contractor in any suit or proceedings pending before

any court or tribunal relating thereto as our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the said supplier / contractor shall have no claim against us for making such payment.

4. We _____ the bank further agree that AIIMS shall have full liberty, without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the order / contract or to extend time of performance by the said supplier / contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the AIIMS against the said supplier / contractor and to forbear or enforce any of the terms and conditions relating to the order and shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier / contractor or for any forbearance, act or omission on the part of AIIMS or any indulgence by AIIMS to the supplier / contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.
5. Our liability under this guarantee is restricted to Rs. _____ (Rupees _____) and shall remain in force up to _____ unless demand or claim under this guarantee is made on us in writing within 6 months from the date of expiry viz. _____. We shall be discharged from all liabilities under this guarantee thereafter.
6. This guarantee will not discharge due to change in the constitution in the bank or the said supplier / contractor.
7. The bank hereby agrees to address all the future correspondence in regard to this bank guarantee to The Sr. Store officer Officer, All India Institute of Medical Sciences, Mangalagiri.
8. We, _____ the bank lastly undertakes not to revoke this guarantee during its currency except with the previous consent of the AIIMS in writing.

Signed on the _____ day of _____

Signature

For the Bank

Witness:

Name & Address

Name(s) & Designation(s)

POWER OF ATTORNEY
(On a Stamp Paper of relevant value)

I/ We.....(name and address of the registered office)
do hereby constitute, appoint and authorize Sri/Smt (Name
and address) who is presently employed with us and holding the position of
..... as our attorney, to act and sign on my/our behalf to
participate in the tender no..... for
..... (Equipment /Item name).

I/ We hereby also undertake that I/we will be responsible for all action of
Sri/Smt..... Undertaken by him/her during the tender
process and thereafter on award of the contract. His / her signature is attested below

Dated this the ___ day of 20_ For _____

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date: _____

Format of Experience certificate

Contract No./Supply order No.	Name of the Purchaser*	Description of work	Qty Supplied	Value of Contract (Rs. In Lakhs)	Date of issue of work order	Stipulated period of completion	Actual date of completion

* Attach certificate(s) of payments.

AFFIDAVIT

(On Non-Judicial Stamp paper of Rs. 100)

I, _____ Son / Daughter / Wife of
Shri _____ resident of _____ Proprietor/Director
authorized signatory of the agency/Firm (M/s _____), do hereby solemnly affirm and
declare as follows:

1. I am authorised signatory of the agency/firm and is competent to sign this affidavit and execute this tender document;
2. I have carefully read and understood entire tender document including all the terms and conditions of the tender and undertake to abide by them;
3. 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.
4. I/We further undertake that no case/enquiry/investigation is pending with the police/court/vigilance or any government body against the Proprietor/Partner/Director etc. as individual or against legal entity of the Company /Firm/Agency.
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 Faculty-in-Charge Procurement Cell, AIIMS, Mangalagiri 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. 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.

Date:
Place:
Seal of the Agency

(Signature of the
Bidder)
Name:
Designation
Address:

I/We do hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and nothing has been concealed therein.

Deponent

ANNUAL TURNOVER STATEMENT

(At the Letter Head of Chartered Accountant)

I/We have examined the books of account and other relevant records of
(bidding firm name), having its registered office at (full
address of bidding firm) and do hereby certify that:

(1) Annual gross turnover as per Annual Accounts of the firm for last three years is as under-

Sl.No.	Financial year	Turnover
1.	2018-2019	
2.	2019-2020	
3.	2020-2021	

(2) Average turnover of the firm for last three financial years is Rs.

Signature of CA (with stamp of Firm)

Name-

(Registration No.-

(Chartered Accountant)

UDIN Number:

Firm name-

Proprietor name

Signature (with stamp)

Date-

CERTIFICATE OF PRICE JUSTIFICATION

[To be given on letter head]

Tender No.:

I/We, M/s. _____ certify that the rates provided are our best rates and we have not given regents to any Government Department/PSU/Institution for lesser than these rates in last one year.

SIGNATURE AND STAMP OF THE BIDDER

MANDATE FORM
(Account/s Information form)
ELECTRONIC CLEARING SERVICE (CREDIT CLEARING) / REAL TIME
GROSS SETTLEMENT (RTGS)/ NATIONAL ELECTRONIC TRANSFER (NEFT) /
INTRA BANK ACCOUNT TRANSFER FACILITY FOR RECEIVING PAYMENTS

A. DETAILS OF ACCOUNT HOLDER:

NAME OF ACCOUNT HOLDERER / FIRM	
COMPLETE CONTACT ADDRESS	
MOBILE NUMBER / PH NO	
E.MAIL	

B. BANK DETAILS

ACCOUNT NAME (Name appearing in your Cheque Book)	
BRANCH NAME WITH COMPLETE ADDRESS, TELEPHONE NO	
BRANCH CODE	
COMPLETE BANK ACCOUNT NUMBER (Please note that the Bank Account must be in the name of the Firm as appeared in the bill. In case of other Beneficiaries (Non-vendor) the Account name must be in the name of Applicant.)	
IFSC CODE	
TYPE OF ACCOUNT (SB/CURRENT/CASH CREDIT)	
MICR CODE OF BANK	

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information

I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge responsibility expected or me as a participant under the scheme.

(.....)

Signature of Customer

(Bank's Stamp)

(.....)

Signature of Customer

Certified that the particulars furnished above are correct as per our records.
Please attach a Cancelled Cheque along with the account information form.

PRE-REQUISITE INFORMATION

[To be given on letter head]

Tender No.:

Sl.	Item / Work Description	Quantity (if any)
1.		
2.		
3.		
4.		
5.		

SIGNATURE AND STAMP OF THE BIDDER