


Government eProcurement System		eProcurement System Government of India	
Tender Details		Date : 22-Sep-2023 12:48 PM	
 Print			
<b>Basic Details</b>			
<b>Organisation Chain</b>	All India Institute of Medical Sciences-Mangalagiri-Andhra Pradesh		
<b>Tender Reference Number</b>	AIIMS/MG/23-24/RC-Medical Gas Cylinders		
<b>Tender ID</b>	2023_AIMSM_772899_1	<b>Withdrawal Allowed</b>	Yes
<b>Tender Type</b>	Open Tender	<b>Form of contract</b>	Supply
<b>Tender Category</b>	Goods	<b>No. of Covers</b>	2
<b>General Technical Evaluation Allowed</b>	No	<b>ItemWise Technical Evaluation Allowed</b>	No
<b>Payment Mode</b>	Offline	<b>Is Multi Currency Allowed For BOQ</b>	No
<b>Is Multi Currency Allowed For Fee</b>	No	<b>Allow Two Stage Bidding</b>	No
<b>Payment Instruments</b>		<b>Cover Details, No. Of Covers - 2</b>	
<b>Offline</b>	<b>S.No</b>	<b>Instrument Type</b>	
	1	Demand Draft	
<b>Cover No</b>	<b>Cover</b>	<b>Document Type</b>	<b>Description</b>
1	Fee/PreQual/Technical	.pdf	Technical bid
2	Finance	.xls	Financial Bid
<b>Tender Fee Details, [Total Fee in ₹ * - 0.00]</b>		<b>EMD Fee Details</b>	
<b>Tender Fee in ₹</b>	0.00	<b>EMD Amount in ₹</b>	60,000
<b>Fee Payable To</b>	Nil	<b>EMD through BG/ST or EMD Exemption Allowed</b>	Yes
<b>Tender Fee Exemption Allowed</b>	No	<b>EMD Fee Type</b>	fixed
		<b>EMD Percentage</b>	NA
		<b>EMD Payable To</b>	Payable To AIIMS Mangalagiri
		<b>EMD Payable At</b>	Payable At Mangalagiri
<a href="#">Click to view modification history</a>			
<b>Work /Item(s)</b>			
<b>Title</b>	Rate Contract for Refilling of Medical Gas Cylinder		
<b>Work Description</b>	Rate Contract for Refilling of Medical Gas Cylinder		
<b>Pre Qualification Details</b>	As per tender document		
<b>Independent External Monitor/Remarks</b>	NA		
<b>Show Tender Value in Public Domain</b>	Yes		
<b>Tender Value in ₹</b>	30,00,000	<b>Product Category</b>	Equipments (Hospital / Lab)
		<b>Sub category</b>	NA
<b>Contract Type</b>	Rate Contract	<b>Bid Validity(Days)</b>	180
		<b>Period Of Work (Days)</b>	60
<b>Location</b>	AIIMS Mangalagiri	<b>Pincode</b>	522503
		<b>Pre Bid Meeting Place</b>	AIIMS Mangalagiri
<b>Pre Bid Meeting</b>	Procurement Cell, Admin	<b>Pre Bid Meeting</b>	29-Sep-
		<b>Bid Opening Place</b>	Procurement

<b>Address</b>	cum Library building, AIIMS Mangalagiri	<b>Date</b>	2023 03:00 PM	Cell
<b>Should Allow NDA Tender</b>	No	<b>Allow Preferential Bidder</b>	No	

**Critical Dates**

<b>Publish Date</b>	22-Sep-2023 01:00 PM	<b>Bid Opening Date</b>	14-Oct-2023 01:00 PM
<b>Document Download / Sale Start Date</b>	22-Sep-2023 01:00 PM	<b>Document Download / Sale End Date</b>	13-Oct-2023 01:00 PM
<b>Clarification Start Date</b>	NA	<b>Clarification End Date</b>	NA
<b>Bid Submission Start Date</b>	22-Sep-2023 01:00 PM	<b>Bid Submission End Date</b>	13-Oct-2023 01:00 PM

**Tender Documents**

NIT Document	S.No	Document Name	Description	Document Size (in KB)
	1	Tendernotice_1.pdf	NIT	716.81

Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	Tender Documents	Document.pdf	Rate Contract for Refilling of Medical Gas Cylinder	1006.14
	2	BOQ	BOQ_812496.xls	BOQ	283.50

**Bid Openers List**

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	kumardash.fmt@aiismangalagiri.edu.in	Shreemanta Kumar Dash	SHREEMANTA KUMAR DASH
2.	bikash@aiismangalagiri.edu.in	Bikash Chandra Satapathy	BIKASH CHANDRA SATAPATHY
3.	fa@aiismangalagiri.edu.in	GOVINDA RAO DEVAKIVADA	GOVINDA RAO DEVAKIVADA
4.	ee_electrical@aiismangalagiri.edu.in	Rajeshkumar Pachigolla	RAJESHKUMAR PACHIGOLLA

**GeMARPTS Details**


<b>GeMARPTS ID</b>	0LQNZIOF1DNH
<b>Description</b>	Rate Contract for Refilling of Medical Gas Cylinder
<b>Report Initiated On</b>	22-Sep-2023
<b>Valid Until</b>	22-Oct-2023

**Tender Properties**

<b>Auto Tendering Process allowed</b>	No	<b>Show Technical bid status</b>	Yes
<b>Show Finance bid status</b>	No	<b>Show Bids Details</b>	No
BoQ Comparative Chart model	Normal	BoQ Compative chart decimal places	2
BoQ Comparative Chart Rank Type	L	Form Based BoQ	No
Show Bid Details in Public Domain stage	Do not visible		

**GEM/TIA Undertaking**

S.No	Undertaking	Mandatory	Status	Remarks
1	PPP-MII Order 2017	No	Agreed	

2	 <b>Government eProcurement System</b>	MSE Order 2012	Yes	Agreed	
<b>Tender Inviting Authority</b>					
<b>Name</b>		Director			
<b>Address</b>		AIIMS Mangalagiri			
<b>Tender Creator Details</b>					
<b>Created By</b>		Bikash Chandra Satapathy			
<b>Designation</b>		Assistant Faculty In Charge, Procurement Cell			
<b>Created Date</b>		22-Sep-2023 12:35 PM			



# All India Institute of Medical Sciences, Mangalagiri

Rate Contract for Refilling of Medical Gas Cylinders  
at

All India Institute of Medical Sciences,  
Mangalagiri

Tender No.	: AIIMS/MG/23-24/RC-Medical Gas Cylinders
Tender Start Date	: 22/ 09/2023 @ 1.00 PM
Pre Bid Meeting	: 29/ 09/2023 @ 3.00 PM
Last Date of Online Submission	: 13/ 10/2023 @ 1.00 PM
Bid Opening Date	: 14/ 10/2023 @ 1.00 PM

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

Old TB Sanatorium Road, Mangalagiri – 522503, Guntur District, Andhra Pradesh

email: [procurement@aiimsmangalagiri.edu.in](mailto:procurement@aiimsmangalagiri.edu.in)

[www.aiimsmangalagiri.edu.in](http://www.aiimsmangalagiri.edu.in)

Ph. No: [08645-280036](tel:08645-280036)

### Schedule of Rate Contract

01	<b>Particular</b>	Rate Contract for Refilling of Medical Gas Cylinder
02	<b>Tender Ref No.</b>	AIIMS/MG/23-24/RC-Medical Gas Cylinders
03	<b>Contract period</b>	(02) Two Year and can be continued / renewed for further (01) one Year subject to satisfaction of the All India Institute of Medical Sciences (AIIMS), Mangalagiri
04	<b>The estimated yearly consumption</b>	Rs. 15,00,000 (Rupees Fifteen Lakh Only) per year
05	<b>EMD (02 % of Total order value for 02 years)</b>	Rs. 60,000/-
06	<b>Performance Security</b>	03% of Total Order Value
07	<b>Tender documents Download from</b>	<a href="http://www.aiimsmangalagiri.edu.in">www.aiimsmangalagiri.edu.in</a> <a href="https://eprocure.gov.in">https://eprocure.gov.in</a>
08	<b>Website for online submission</b>	<a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> .
09	<b>Tender Start date</b>	22/ 09/2023 @ 1.00 PM
10	<b>Pre-bid meeting</b>	29/ 09/2023 @ 3.00 PM
11	<b>Pre – bid venue</b>	Procurement Cell, Admin cum Library building, AIIMS Mangalagiri
12	<b>Last date and time for online submission</b>	13/ 10/2023 @ 1.00 PM
13	<b>Date and time for Opening Bid</b>	14/ 10/2023 @ 1.00 PM

F I/C (procurement)  
For and on behalf of Director  
AIIMS, Mangalagiri

All India Institute of Medical Sciences (AIIMS), Mangalagiri, an apex healthcare institute being established by Parliament of India under aegis of Ministry of Health & Family Welfare, Government of India, invites sealed bids for Supply & Refilling of Medical Gases Cylinder on rate contract basis for a period of Two year which may be extendable upto one year the estimated yearly consumption of Supply & Refilling of Medical Gases Cylinder is approximately **Rs. 15 Lakhs**. You are requested to quote your best offer along with the complete details of specifications, terms & conditions.

**Instructions for the Tenderer/ Contractor/ Bidders:-**

- 1. Bids shall be submitted online only at CPPP website:  
<https://eprocure.gov.in/eprocure/app>.**
2. The complete bidding process in online. Bidders should be possession of valid digital Signature Certificate (DSC) of class II or III for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. For free of cost training of e-bidding process, if required, and for any other assistance bidder may contact to the helpdesk at 0291-2740741.
- 3. Tenderer/Contractor/Bidders are advised to follow the instructions provided in the ‘Instructions to the Contractors/ Tenderer /Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <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. The firm must be located in Mangalagiri only. Documentary proof must be submitted by bidder without complying this condition participation will be summarily rejected. Availability of a responsible person on call on all working days between 09.00 Hrs to 18.00 Hrs.**
6. 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.
- 7. Submission of Tender:**  
The tender shall be submitted online in two part, viz., technical bid and financial bid (in attached BOQ in CPP Portal).

**The offers submitted by Telegram/Fax/email/Hard Copy shall not be considered. No correspondence will be entertained in this matter.**

**I. Technical Bid**

The following documents are to be furnished by the bidder along with **Technical Bid** as per the tender document:

- a) Duly filled format of Profile of Organisation as per Annexure – II.
- b) Copy of constitution or legal status of the bidder manufacturer / Sole proprietorship / firm / agency etc.
- c) **Financial Status:** - Bidder must have an average **annual turnover 100% 0-400% bidder value** of Rs. 15 lakh during the last 3 financial years (Documentary proof like financial statement /Balance sheet from Chartered Accountant/ equivalent statutory authority to be submitted).
- d) Manufacturer Authorization letter for Oxygen from Drug License Department.
- e) Manufacturer Authorization letter for Nitrous Oxide & Carbon dioxide.
- f) Copy of Income Tax Return Acknowledgement for last Three years.
- g) Details of clients where similar services are presently provided by the tenderer separately for govt. and private clients. The supplier shall also furnish a list of organizations where such item, have been supplied during the last Five Years along with performance certificate from concerned organization. Copies of Supply Order/Annual Rate Contract and satisfactory Performance/Experience certificate issued by appropriate authority/authorities of the Hospitals should be attached in proof of the same.
- h) Copy of PAN Card.
- i) Copy of GST Registration Certificate.
- j) Documentary evidence of office or branch office at Vijayawada/Guntur.
- k) Duly Signed Tender document annexures.

**II. Financial Bid – Bidder must submit the financial bid in attached BOQ in CPP Portal.**

## **General Term & Conditions**

- a) **Earnest Money Deposit:** EMD amounting to Rs. 60,000/- (Rupees Sixty Thousand only) (refundable to unsuccessful bidders after award of the contract). **The payment shall be made in the form of Insurance security bonds, Account Payee, Demand Draft, Fixed Deposit Receipt, Bankers Cheque or Bank Guarantee from any commercial bank, may be drawn in the favor of “AIIMS Mangalagiri – Receipts” or deposit /transfer to the following Bank Account details (Account no: 38321557910, IFSC- SBIN0061485, A/c Name- AIIMS Mangalagiri – Receipts) or payment online in an acceptable form safeguarding the purchaser’s interest in all respects.**
- b) The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender. As validity period of Tender as per Clause 20 of GIT is 180 days, the EMD shall be valid for 225 days from Techno – Commercial Tender opening date.
- c) The EMD should be furnished along with the technical bid.

The Original DD EMD should reach ***O/o Procurement Cell, 2nd Floor, Room no: 236 Admin & Library building, AIIMS Mangalagiri, Guntur -522503*** within the bid submission date and time for the tender. Bids received without EMD or Late will be rejected.

**Exemption:** Firms registered with NSIC/MSME (for sales & Service of Similar Items) are exempted from submission of EMD (subject to the financial limits indicated in the NSIC certificate). Govt. of India/State Government departments/Undertakings are also exempted from EMD. However, the respective firm / departments have to submit the relevant certificate (NSIC/MSME etc.) and financial limit to avail this exemption.

1. **Rate:** Prices of items should be inclusive of all taxes and duties including, Customs Duty, Excise Duty, etc. It should also include packing, forwarding, transport, etc. GST/Other taxes shall be extra. Rate should be quoted only in Indian Rupees (INR) on DOOR Delivery Basis and as per specified in BOQ.  
**Note: No other charges would be payable by the Institute except mentioned in BOQ.**
2. **Specification:** The Contractor must confirm in writing that the goods supplied by them shall be as per specification of goods mentioned in Annexure – “I” and in case of any variation, the contract shall be liable to be cancelled immediately. The Security cum Performance Guarantee will also be forfeited. Bids which are not meeting the bid specifications are not permitted and will be rejected.
3. **Quality of goods:** The firm will be entirely responsible for quality of supplied goods/materials. The supplier should replace the rejected/ damaged stores within 10 days, failing which penalty will be imposed 0.5% per week of the total ordered value shall be levied subject to maximum of 10 % of the total ordered value by the Institute.
4. **Validity:**
  - a) The quoted rates must be valid for a period for 180 days from the date of closing of the



tender. 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.

- b) In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.
5. **Authority of person signing document:** A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warranty, that he has authority to bind such other and if, on enquiry, it appears that the person so, signing had no authority to do so, the AIIMS, Mangalagiri may without prejudice to other Civil and criminal remedies cancel contract and held the signatory liable for all cost and damages.
6. **Right of acceptance:** The AIIMS, Mangalagiri reserve the right to accepting the whole or any part or portion of the bid; and the bidder shall provide the same at the rates quoted. The AIIMS Mangalagiri reserve the right to reject any or all tenders /quotations or all offers received in response to the tender or cancel or withdraw the tender notice without assigning any reason thereof and also does not bind itself to accept the lowest quotation or any tender and no claim in this regard shall be entertained.
7. **Technical Evaluation:**
- a) 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.
  - b) AIIMS Mangalagiri shall have right to accept or reject any or all tenders without assigning any reasons thereof.
8. **Financial Evaluation:**
- a) The financial bid shall be opened of only those bidders who have been found to be technically eligible.
  - b) 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.
  - c) If there is a discrepancy between words and figures, the amount in words shall prevail.
  - d) After due evaluation of the bid(s) AIIMS, Mangalagiri will award the contract to the lowest evaluated responsive tenderer. Conditional bid will be treated as unresponsive and will be rejected.
  - e) Bidder must quote the financial bid as specified in BOQ.

**i. 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.

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

**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.

**A. Criteria for selection of Lowest bid Vendor (L1)**

- Vendors who qualify in the Technical Bid, the lowest financial bid for each item will be regarded as L1.

- In the situation where multiple vendors become L1 for different Reagents & Chemicals, RC shall be done for those items with the specific L1 vendor irrespective of the total number of items to which the vendor is L1.

For example:

Out of 968 total Items, Vendor A is L1 for 320 items, Vendor B is L1 for 240 items, Vendor C is L1 for 180 items and Vendor D is L1 for 228 items.

RC will be done with all vendors A, B, C and D for 320,240,180 and 228 items respectively.

- In the situation where 2 or more vendors become L1 for the same item/s, the contract will be given to all such vendors in equal proportion for supply of that particular item.

For example:

Item X has two vendors (Vendor A and Vendor B) as L1.

RC will be done for Item X with both vendors and whenever order is placed for drug X, 50% quantity shall be ordered to vendor A and 50% quantity shall be ordered to vendor B.

**9. Award of Contract:** The Institute shall consider placement of orders for jobs on those bidders whose offers have been found technical and financially acceptable. The Institute reserves the right to counter offer price(s) against price(s) quoted by any bidder.

**10. Contract Period:** The rate contract for Supply & Refilling of Medical Gas Cylinder initially for a period of (02) Two year and can be continued / renewed for further (01) one 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. 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 days of the issue of the Letter 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 EMD shall be forfeited and the acceptance of BID shall be considered as cancelled.

**12. Performance Security:**

Performance Security may be furnished in the form of Insurance Security Bonds, Account Payee Demand Draft, Fixed deposit receipt, Bank Guarantee from a commercial bank, may be drawn in the favor of "AIIMS Mangalagiri – Receipts" or bank deposit /transfer to the following Bank Account details (Account no: 38321557910, IFSC- SBIN0061485, A/c Name- AIIMS Mangalagiri – Receipts) or online payment in an acceptable form safeguarding the purchaser's interest in all aspects.

In case of the contract fails to submit the requisite PSD even after 2 weeks from the date of issue of NOA the contract shall be terminated duly forfeiting the EMD and other dues if any payable against the contract. The failed contractor shall be debarred from participating in re-tender (if any) for that item. Performance Security Deposit is mandatory.

- a) 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.
- b) Successful supplier/firm should submit performance Security Deposit as prescribed in favour of “AIIMS, Mangalagiri” and to be received in the *office of Faculty In charge (Procurement), 2<sup>nd</sup> Floor, Admin & Library Building, AIIMS Mangalagiri, and Guntur-522503* before the date of commencement of supply or 2 weeks from the date of acceptance of the purchase order, whichever is earlier. The Performance Security Deposit to be furnished in the form of Bank Guarantee as per given Performa of the tender documents, for an amount covering 3% of the contract value.
- c) Validity of the Performance Security Deposit shall be for a period of 60 days beyond of the warranty period from the date of issue of installation & commissioning.

**13. Liquidated Damages:** If the contractor fails to deliver any or all goods within the time frame(s) incorporated in the contract, the Purchaser/ Consignee shall, without prejudice to other rights and remedies available to the Purchaser/ Consignee under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods and or services until actual delivery of performance subject to a maximum of 10% of the contract price.

**14. Payment Term:** Payment will be done on quarterly basis. Bill should be submitted at the end of every quarterly for the number of refilling and other work carried out during the quarterly. The vendor should keep proper record for goods/services duly certified by the concerned unit/user. No payment will be made for poor quality of work.

**15. Inspection:**

- a) 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.
- b) 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.
- c) 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.
- d) 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.

**16. Arbitration:** If any difference arises concerning this agreement, its interpretation on payment to the made there-under, the same shall be settled out by mutual consultation and negotiation.

If attempts for conciliation do not yield any result within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an Arbitral Tribunal containing Sole Arbitrator to be appointed by **the Director, AIIMS Mangalagiri**.

17. **Subletting of Work:** The firm shall not assign or sublet the work/job or any part of it to any other person or party without having first obtained permission in writing of AIIMS, Mangalagiri, which will be at liberty to refuse if thinks fit. The tender is not transferable. Only one tender shall be submitted by one tenderer.
18. **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.
19. **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.
20. **Force Majeure:**
  - a) If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, explosion, epidemics, quarantine restriction, strikers lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by party to other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries have been so resumed or not shall be final and conclusive.
  - b) Further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may, **by giving prior intimation** terminate the contract.
21. **Legal Jurisdiction:** - The agreement shall be deemed to have been concluded in Mangalagiri, and all obligations hereunder shall be deemed to be located at Mangalagiri, and Court within Mangalagiri, will have Jurisdiction to the exclusion of other courts.
22. **Right to call upon information regarding status of work:** The AIIMS, Mangalagiri will have theright to call upon information regarding status of work / job at any point of time.
23. No tenderer shall be allowed at any time on any ground whatsoever to claim revision of or modification in the rates quoted by him. Clerical error, typographical error etc. committed by the tenderers in the tender forms will not be considered after opening of the tenders. Conditions such as “SUBJECT TO AVAILABILITY, SUPPLY WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED” etc. will not be considered under any circumstances and the

tenders of those who have given such conditions at any time before or after award of tenders shall be treated as incomplete and for that reason, shall be summarily rejected.

24. Bidder shall upload a copy of the tender document and addenda thereto, if any, with each page of this document should be signed and stamped to confirm the acceptance of the entire terms & conditions as mentioned in the tender enquiry document.
25. 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.
26. The quantity of item given in the tender is tentative, which may be increased or decreased as per the institute's requirement.
27. No escalation in rates on any account will be permitted during the contract period. Also, no subsidy will be given over the quoted rates.
28. Signed & stamped compliance sheet of the technical specification of the goods with technical printed literature must be enclosed with the bid.
29. The Income Tax/ Any other Taxes as applicable shall be deducted from the bill unless exempted by the Income-tax department.
30. The items will have to be supplied at Institute site. No transportation/ cartage charges will be provided for the same.
31. AIIMS, Mangalagiri shall be the sole authority to cancel or amend the order, as per requirement, and also to place order for supply of item beyond office hours/holidays/place of supply for which, no additional payment shall be made.
- 32. The firm should have an Office or a Branch Office located at Vijayawada/ Guntur area. Availability of a responsible person on call on all working days between 09.00 Hrs to 17.00 Hrs. In this regards firm should produce documentary evidence.**
33. The successful Tenderer shall also provide the name and mobile no of 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 items even on short notice to AIIMS, Mangalagiri.
34. The firm has not been blacklisted in the past by any government/ Private institution and there is no Vigilance/CBI case pending against the firm supplier. In this regards bidder must submit the attached annexure (Refer annexure - III).
35. The Institute reserves the right to accept in part or in full or reject any or more tender(s) without assigning any reasons or cancel the tendering process and reject all tender(s) at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidder(s).

**36. Applicable Law:**

- a) The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings / processing.
- b) Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Mangalagiri, India only.
- c) The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Mangalagiri. The decision of the Arbitrator shall be final and binding on both the parties.
- d) Force Majeure: Any delay due to Force Majeure will not be attributable to the supplier.

**F I/C (Procurement)**  
For and on behalf of Director  
AIIMS, Mangalagiri

**Special Conditions**

1. The Medical Grade Oxygen & Nitrous Oxide in cylinders should conform to specification IP (Indian Pharmacopoeia) standards.
2. The bidder should have Manufacturer Authorization certificate for Oxygen, Nitrous Oxide & Carbondioxide from concern appropriate government institution.
3. It is desirable that the firm should have Registration certificates with the validity of drug license.
4. The supply will be based on rental type for Oxygen cylinders, Nitrous Oxide cylinders except Carbondioxide cylinders.
5. The oxygen gas filled cylinder supply will be ensured by supplier without any interruptions. This will be the prime responsibility of approved supplier.
6. The supplies have to be arranged from Mangalagiri.
7. The supplies / bills should be accompanied by batch analysis report.
8. A reserve stock of 30 cylinder filled oxygen medical IP grade will be kept in Hospital every time.
9. The bidder should have experience of Supply & Refilling of Medical Gas Cylinders in a reputed hospital for at least Five years in minimum 100 bedded hospitals suitable documentary evidence to be supported along with the Tender application and the satisfactory performance certificate of the same is to be attached.
10. All material, machinery, cylinder, manpower and consumables etc. required for the Supply & Refilling of Medical Gas Cylinders shall be arranged by the contractor. Cost of all the items should be taken into consideration while quoting the charges.
11. The delivery of filled cylinders and collection of empty cylinders from AIIMS premises shall be the responsibility of the contractor.
12. There should be proper color coding for oxygen, nitrous oxide and CO2 cylinders.
13. The Bidder should refill the oxygen gas within 1 day, CO2 gas within 3 day and nitrous oxide within 15 day from the receipt of intimation. 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.
14. The cylinders from the bidder side should have PROPER VALVE GUARD with antitamper sealing.
15. The cylinders should be checked and tested as per the prevailing rules and regulations.
16. Dedicated gas cylinders should be used for medicinal gases. These cylinders are specially treated to fill medical grade gases.
17. In case there is leakage of any cylinder due to any defect of cylinder, the supply will not be accepted by AIIMS Mangalagiri.
18. Rejected supply should be taken back and be replaced by the supplier within the specific period as instructed by the AIIMS Mangalagiri. In case of failure to do so, Director, AIIMS Mangalagiri reserves the right to dispose of the rejected supply if not lifted from this from the Hospital Complex of AIIMS Mangalagiri by the Supplier Agency/Contractor within the stipulated period and against the same no payment shall be made to the Supplier Agency/Contractor.
19. Proper steps should be taken from contractor side on cylinders safety, maintenance & arranging safety and operation training for manifold operator.
20. It will be the sole responsibility of the contractor to refill the cylinder within stipulated time frame, otherwise, the Institute may impose penalty.
21. The tenderer are encourage to acquaint themselves the available cylinders with AIIMS and check for their make and model number etc for refill ability before filling tender.
22. In no circumstances quality of existing cylinders will not be cited on a reason of failure to refill by the vendor after awarding of contract.

**PRICE BID FORM**  
**PRICE BID FORM**

To,

The Director,  
AIIMS Mangalagiri

1. I/We .....submitted the bid for Tender No. ...., dated ..... for “**Tender for Refilling of Medical Gas Cylinder’s on Rate Contract Basis for a Period of 02 (Two) Year** at AIIMS Mangalagiri”
2. I/We thoroughly examined and understood instructions to tenders, scope of work, terms & conditions of contract given in the tender document and those contained appendix of Terms & Conditions of contract and agree to abide by them.
3. I/We hereby offer to supply at the following rates. I/We undertake that I/We are not entitled to claim any enhancement of rates on any account during the tenure of the contract

S. No.	Particular	Quantity	Units	Price per unit incl GST, Transportation and other taxes
1	Oxygen (O <sub>2</sub> ) A,B & D Type to be quoted per Cubic Meter	01	Cubic meter (Cu. m)	
2	Nitrous Oxide (N <sub>2</sub> O) A & D Type to be quoted per KG	01	Kg	
3	Carbon Dioxide (CO <sub>2</sub> ) D Type to be quoted per KG	01	Kg	



**Approximate Quantity**

<b>S. No.</b>	<b>Particular</b>	<b>Approximate Yearly Quantity</b>
1	Oxygen (O <sub>2</sub> ), A Type Cylinder	100 Nos.
2	Oxygen (O <sub>2</sub> ), B Type Cylinder	100 Nos.
3	Oxygen (O <sub>2</sub> ) Bulk Cylinder, D Type	100 Nos.
4	Nitrous Oxide (N <sub>2</sub> O) A Type Cylinder	100 Nos.
5	Nitrous Oxide (N <sub>2</sub> O) Bulk Cylinder, D Type	100 Nos.
6	Carbon Dioxide (CO <sub>2</sub> ) Bulk Cylinder, D Type	100 Nos.

**F I/C (Procurement)**  
For and on behalf of Director  
AIIMS, Mangalagiri

**Annexure – I**  
**Specifications for Medical Gases**

**1. Oxygen IP**

Supply of oxygen medical IP gas in returnable cylinder of ISI marked to IS 7285 (part - 2):2004 duly approved by CCOE Nagpur.

Minimum working Pressure at 15°C – 140

Kgf/cm<sup>2</sup>. Test Pressure – 250 Kgf/cm<sup>2</sup>.

S. No.	Particular	Working Pressure	Gas Capacity (Cu.m.)
1.	(O <sub>2</sub> ) A Type Oxygen Cylinder pin index 2.5 (5 Ltr)	21° C:140 ± 5 kgf/cm <sup>2</sup>	0.70
2.	(O <sub>2</sub> ) B Type Oxygen Cylinder	21° C:140 ± 5 kgf/cm <sup>2</sup>	1.43
3.	Oxygen (O <sub>2</sub> ) Bulk Cylinder, D Type	21° C:140 ± 5 kgf/cm <sup>2</sup>	7.00

**2. Nitrous oxide IP**

Supply of Nitrous oxide medical IP gas in returnable cylinder of ISI marked to IS 7285 (part -2): 2004 duly approved by CCOE Nagpur.

Minimum working Pressure at 15°C – 140

Kgf/cm<sup>2</sup>. Test Pressure – 250 Kgf/cm<sup>2</sup>.

S. No.	Particular	Water Capacity (In Ltr.)	Gas Capacity (Cu.m.)
1.	Nitrous Oxide (N <sub>2</sub> O) A Type Cylinder pin index 3.5 (5 Ltr.) Minimum : 1.5 over and above tare weight of 3.42 kg	4.6	1.7
2.	Nitrous Oxide (N <sub>2</sub> O) Bulk Cylinder, D Type	40.50	17.1

**3. Carbon di oxide**

Refilling of carbon di oxide medical gas in cylinder. Minimum working Pressure at 15°C –

140 Kgf/cm<sup>2</sup>. Test Pressure – 250 Kgf/cm<sup>2</sup>.

S. No.	Particular	Water Capacity (In Ltr.)	Gas Capacity (Cu.m.)
1.	Carbon Dioxide (CO <sub>2</sub> ) Bulk Cylinder, D Type capacity of 30 kg over and above tare weight 51 kg with necking)	46.7	25

**Annexure - II**

**TECHNICAL BID**

**PROFILE OF THE ORGANIZATION/COMPANY/FIRM**

(To be given on Company Letter Head)

<b>Particulars of the Firm/Company/Agency</b>		
1.	Name of the firm/Company/Agency	
2.	Type of Firm/Company (Individual/ proprietary/ partnership/ public/private/ limited/ if any specify)	
3.	Type of business (Manufacturer/ Authorized Agent/ Consulting company/ if any specify)	
4.	Website	
5.	Year of Establishment	
6.	Permanent Account No (PAN)	
7.	GST Registration Certificate No	
8.	Communication Address	
9.	Email ID	
10.	Telephone/Phone Number	
<b>Particulars of the firm representative</b>		
11.	Name of the contact person	
12.	Designation	
13.	Email ID	
14.	Mobile No.	

<b>Particulars of firm Bank Account</b>	
15.	Name of the account holder / Firm
16.	Account Number
17.	Name of the Bank & Branch
18.	IFSC Code
19.	MICR code
20.	Type of account
21.	Address
<i>*Please attach a Cancelled Cheque along with the account information form.</i>	

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.

**Certified that the particulars furnished above are correct as per our records.**

**Signature of the Authorized**

Date:

Designation Office Seal of the Bidder)

**Annexure – III**

**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

- Relevant PO Copies to be attached

**Annexure - IV**

**TENDER ACCEPTANCE CERTIFICATE**

(To be given on company letter head)

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

Date: Name :

Place: Business Address :

Signature of Bidder : Seal of the Bidder :

**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 F I/C (Procurement), 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.

(Signature of the Bidder)

Date:

Place:

Seal of the Agency

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.	2020-2021	
2.	2021-2022	
3.	2022-2023	

(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-** .....



Annexure – VII

**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/warranty /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 submitted 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.**

**CHECK LIST**

<b>S. no</b>	<b>Parameters</b>	<b>Page No</b>
1.	PAN & GST	
2.	EMD Submission	
3.	Technical Compliance sheet “Annexure-I”	
4.	Profile of Organisation “Annexure II”	
5.	Proof of supply of similar items to any Central Govt./State Govt./PSU/Semi Govt/Reputed Private institutions and preferably in Govt. hospitals “Annexure-III”	
6.	Tender Acceptance letter “Annexure-IV”	
7.	Signed and Scanned Copy of blacklisting affidavit “Annexure-V”	
8.	Avg. Annual Turnover “Annexure – VI”	
9.	Manufacturer Authorization certificate for Oxygen, Nitrous Oxide & Carbon dioxide from concern appropriate government institution.“Annexure – VII”	
10.	Income Tax Return of last three years	

Date :  
Place : Bidder/Vendor

Signature with stamp

**All India Institute of Medical Sciences, Mangalagiri, Guntur, A.P – 522503**  
**Email: [procurement@aiimsmangalagiri.edu.in](mailto:procurement@aiimsmangalagiri.edu.in).**  
**Phone Number: 08645-280036.**