

Rate Contract
For
Supply of Liquid Medical Oxygen
at

All India Institute of Medical Sciences, Jodhpur

NIT No. : Admn/RC/06/2018-AIIMS.JDH
NIT Issue Date : 12th October 2018
Pre Bid Meeting : 18th October 2018 at 03.00 PM
Last Date of Online Submission : 31st October 2018 at 03.00 PM
Bid Opening Date : 01st November 2018 at 03.45 PM

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



All India Institute of Medical Sciences, Jodhpur

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Schedule of Rate Contract

01	Particular	Rate Contract for Supply of Liquid Medical Oxygen
02	Rate Contract No.	Admn/RC/06/2018-AIIMS.JDH
03	Contract period	(2) Two Year and can be continued / renewed for further (1) Year subject to satisfaction of the All India Institute of Medical Sciences (AIIMS), Jodhpur
04	The Estimated yearly consumption	Rs. 54.00 Lakh (Rupees Fifty Four Lakh Only)
05	Earnest money deposit	Rs. 1,08,000/- (Rupees One Lakh Eight Thousand Only)
06	Tender documents Download from	www.aiimsjodhpur.edu.in https://eprocure.gov.in
07	Pre-bid meeting	18 th October 2018 at 03:00 PM at Committee room, Administration Block, Medical College, AIIMS, Jodhpur.
08	Website for online submission	https://eprocure.gov.in/eprocure/app .
09	Last date and time for online submission	31 st October, 2018 upto 03:00 PM on https://eprocure.gov.in/eprocure/app .
10	Date and time for Opening Bid	01 st October 2018 after 03:45 PM

Administrative Officer
AIIMS, Jodhpur

All India Institute of Medical Sciences (AIIMS), Jodhpur, Rajasthan, 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 of Liquid Medical Oxygen on rate contract basis for a period of two year which may be extendable upto one more year. The estimated yearly consumption of Supply of Liquid Medical Oxygen is approximately 2,00,000m³. 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. **EMD Payment:**

The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of **Rs. 1,08,000/- (Rupees One Lakh Eight Thousand Only)** by way of demand drafts or Bank Guarantee only. The demand drafts shall be drawn in favour of “**All India Institute of Medical Sciences, Jodhpur**” payable at Jodhpur. **The demand drafts or Bank Guarantee for earnest money deposit must delivered to the AIIMS, Jodhpur on or before bid closing date/time (submitted only in Dispatch/Received section).** The EMD of the successful bidder shall be returned after the successful submission of Bank Guarantee/ Security Deposit and for unsuccessful bidder(s) it would be returned after award of the contract. Bid(s) received without demand drafts of EMD will be rejected.

 - Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with stipulation made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
 - The Firm who are registered with National Small Industries Corporation (NSIC) / OR Small Scale Industries (SSI) are exempted to submit the EMD (Copy of registration must be provide along with technical bid)
 - The EMD, in case of unsuccessful Bidders shall be retained by AIIMS, Jodhpur till the finalization of the tender. No interest will be payable by AIIMS, Jodhpur on the EMD.

6. **The Hard Copy of original, documents instruments in respect of cost of earnest money deposit must be delivered to the AIIMS, Jodhpur on or before last date/time of Bid Submission as mentioned above (submitted only in Dispatch/Received section). The bid without EMD will be summarily rejected.**
7. 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.
8. **Submission of Tender:**
The tender shall be submitted online in two part, viz., technical bid and financial bid. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

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. Copy of drug license for supply of Medical Gas.
- b. Proof of primary manufacture of liquid Medical Oxygen (LMO) through Air Liquefaction process.
- c. Proof of testing process as per Indian Pharmacopeia IP-2014.
- d. Supplier should be supplying to minimum 5 Government Hospitals in India & valid documents from any one of them to be produced.
- e. Experience Certificate – Supplier should have an experience of minimum 10 year with their own, manufacture, maintenance & transport of liquid medical oxygen (necessary document must be furnished).
- f. Duly filled format of Technical Bid as per Annexure – II.
- g. Copy of constitution or legal status of the bidder manufacturer / Sole proprietorship / firm / agency etc.
- h. Financial Status: - Bidder must have an average annual turnover of Rs. 300 Crore during the last 3 financial years (Documentary proof like financial statement /Balance sheet from Chartered Accountant/ equivalent statutory authority to be submitted).
- i. The technical bid should be accompanied by Demand draft of Rs. 1,08,000/- (Rupees One Lakh Eight Thousand Only) (Refundable) against EMD. The Demand Draft EMD should be prepare separately and drawn in favour of All India Institute of Medical Sciences, Jodhpur.
- j. Copy of Income Tax Return Acknowledgement for last Three years.
- k. Copy of IT PAN Number.
- l. Copy of GSTIN Registration Certificate.
- m. Duly Signed Tender document and their annexures.
- n. All other document mentioned in tender document.

II. Financial Bid

- a) Price bid Form [As per Annexure-IV duly filled and signed] - Price must be quoted as per format specified; failing which tender shall be summarily rejected.

General Term & Conditions

1. **"PRE –BID Meeting" with the intending bidders shall be held on 18th October 2018 from 03:00 P.M. onwards at AIIMS, Jodhpur.** All the prospective bidders are requested to send comments/ representations on or before pre-bid meeting. Intending bidder will be allowed to seek clarification on specification, Conditions of Contract, etc. in writing to AIIMS, Jodhpur, within 48 hours after the pre-bid meeting.
2. **Validity:** 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.

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.

3. **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 Jodhpur shall have right to accept or reject any or all tenders without assigning any reasons thereof.

4. **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, Jodhpur 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 Annexure IV.

5. **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), Jodhpur and on mutual consent of both the parties subject to the condition/ rules framed by the Government of India from time to time.
6. **Delivery:** - The items will have to be supplied at manifold room in AIIMS Jodhpur 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.
7. The tenderers must quote rates including freight, insurance, cartage, labour charges etc. on Door Delivery basis at AIIMS, Jodhpur.
8. The tenderer is advised to visit the site before quoting the rates with the due permission of Competent Authority of AIIMS, Jodhpur
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 EMD shall be forfeited and the acceptance of BID shall be considered as cancelled.
10. **Performance Security:** - The Successful Contractor will be required to furnish an amount @ 10% 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, Jodhpur**" payable at Jodhpur 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.

Performance Security will be discharged after 60 days from the completion of contractor's performance obligations under the contract.

11. **Payment clause:** - 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 Jodhpur, 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: -

- a) AIIMS, Jodhpur shall have the right to inspect and/or to test the goods to confirm their conformity to the NIT Specifications at no extra cost to the Purchaser.
- b) AIIMS, Jodhpur 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, Jodhpur prior to the goods shipment.
- c) The Director, AIIMS Jodhpur 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.

17. 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 Secretary, Department of Legal Affairs. Such requests shall be accompanied with a panel of names of three persons to act as the sole arbitrator. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The provision of Arbitration and Conciliation Act, 1996 and the rule framed there under and in force shall be applicable to such proceedings.

18. 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, Jodhpur, which will be at liberty to refuse if thinks fit. The tender is not transferable. Only one tender shall be submitted by one tenderer.

19. 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, Jodhpur in that event the security deposit shall also stands forfeited.

20. 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, Jodhpur shall have the power to terminate the contract without any prior notice.

21. Force Majeure: 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.

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, at least option to terminate the contract.

22. 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, Jodhpur immediately about such reduction in the contracted prices. The AIIMS, Jodhpur 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, Jodhpur on account of the increase in Taxes.

23. Legal Jurisdiction: - The agreement shall be deemed to have been concluded in Jodhpur, Rajasthan and all obligations hereunder shall be deemed to be located at Jodhpur, Rajasthan and Court within Jodhpur, Rajasthan will have Jurisdiction to the exclusion of other courts.

24. Right to call upon information regarding status of work: The AIIMS, Jodhpur will have the right to call upon information regarding status of work / job at any point of time.

25. 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.

26. 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.

27. The quantity of item given in the tender is tentative, which may be increased or decreased as per the institute's requirement.

28. No escalation in rates on any account will be permitted during the contract period. Also, no subsidy will be given over the quoted rates.
29. Signed & stamped compliance sheet of the technical specification of the goods with technical printed literature must be enclosed with the bid.
30. After due evaluation of the bid(s) Institute will award the contract to the lowest evaluated responsive tenderer on individual item basis.
31. Conditional bid will be treated as unresponsive and it may be rejected.
32. The Income Tax/ Any other Taxes as applicable shall be deducted from the bill unless exempted by the Income-tax department.
33. The bidder, once applied, will not be allowed to withdraw at any stage. If the bidder wants to withdraw, the entire amount of EMD will be forfeited.
34. The Tenderers should furnish a copy of PAN Card and GSTIN Registration Number. Tenders not complying with this condition will be rejected.
35. Please state whether business dealings with your firm presently stand banned, Blacklisted by any Government organization and, if so, furnish relevant details (Refer annexure - II).
36. The items will have to be supplied at Institute's designated site. No transportation/ cartage charges will be provided for the same.
37. 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, Jodhpur.
38. 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).
39. **Applicable Law:**
 - 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.
 - Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Jodhpur, Rajasthan, India only.
 - 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 Jodhpur. The decision of the Arbitrator shall be final and binding on both the parties.
 - Force Majeure: Any delay due to Force Majeure will not be attributable to the supplier.

Administrative Officer,

AIIMS, Jodhpur

Special Terms & Conditions

1. The vendor should have drug license for supply of Medical Gas.
2. Guarantee Certificate: - The gases 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, Jodhpur. If during this period the stores supplied are found to be defective in performance or deteriorated, the contractor shall be responsible for all consequences.
3. 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.
4. The quantity of gases can be increase or decrease, as per requirement of this office.
5. The material should be supplied to the manifold room, AIIMS, Jodhpur.
6. The firm quoting for tender should primary manufacturer of Liquid Medical Oxygen (LMO) through **Air Liquefaction** process.
7. Firm quoting for LMO should have a valid drug license & should be following testing process as per **Indian Pharmacopeia IP — 2014**.
8. 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.
9. 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.
10. There should be provision of monitoring daily consumption

Annexure – I
TECHNICAL BID

(Tenderer may use separate sheet wherever required)

S. No.	Details of the Tenderer / Bidder	Page No.	Remarks
1.	Name & Address of the Tenderer/ Bidder		
2.	Complete Address		
3.	State clearly whether it is Sole proprietor or Partnership firm or a company or a Government Department or a Public Sector Organization		
4.	Details of the Earnest Money Deposit (EMD) (Yes/No) DD No.: Dated: Drawn on Bank: Amount: (Rupees.....)		
5.	Whether each page of NIT and its annexure have been signed and stamped		
6.	List of Major Customer may be given on a separate sheet and proof of satisfactory supply, if any		
7.	Last 3 years Income Tax Return/ Annual Audit Account Report.		
8.	Have you previously work to any government / private organization? If yes, please upload the relevant proof.		
9.	PAN No. (Enclose the copy of PAN Card).		
10.	GSTIN (Enclose the copy of GST Registration Certificate).		
11.	Authenticated balance sheet for the past three years enclosed		
12.	Name and Mobile Number of a Key person, who can be contacted at any time.		
13.	Email Id		
14.	Landline No.		

• **Page number/serial number may be given to each and every page of Tender Documents and photocopies of the documents attached. Mention Page number, wherever the copy (ies) of the document(s) is kept.**

• **In case of non-fulfillment of any of the above information/ document(s), the Tender will be summarily rejected without giving any notice.**

Date: _____ Name _____ :

Place: _____ Business Address _____ :

Signature of Bidder _____ :

Seal of the Bidder _____ :

Annexure - II
CERTIFICATE

(To be submitted on letter head of the company/ firm)

I/ We hereby certify that the above firm has not been ever blacklisted by any Central/State Government/Public Undertaking/Institute on any account.

I/ We also certify that firm will be supplied the item as per the specification given by Institution and also abide all the terms & conditions stipulated in tender.

I/We also certify that the information given in bid is true and correct in all aspects and in any case at a later date it is found that any details provided are false and incorrect, any contract given to the concern firm or participation may be summarily terminated at any stage, the firm will be blacklisted and Institute may imposed any action as per NIT rules

Date:	Name	:
Place:	Business Address	:
	Signature of Bidder	:
	Seal of the Bidder	:

Annexure – III
Specification

1. (a) Reference temperature for oxygen gas shall be 27°C.
(b) Mode of measurement 1Kg=0.77M3
2. The supply shall conform to specified codes (latest edition). Medical Oxygen IP-2014
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.

Annexure - IV
Financial Bid
Format for Financial Bid
(To be submitted on the letterhead of the company / firm)

S. No	Name of Item	Approximate quantity (Yearly consumption) (A)	Rate per Liter. (B)	Taxes in Rs. (C)	Rate per Liter including all taxes. (D)
1	Liquid Medical Oxygen	2,00,000m ³			
Rate per Liter including all taxes in words					

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 above said format only.

Date:

Place:

Name :

Business Address :

Signature of Bidder :

Seal of the Bidder :