

Rate Contract
For
Supply of Liquid Medical Oxygen
at

All India Institute of Medical Sciences, Jodhpur

NIT No. : Admn/RC/14-03/2022-AIIMS.JDH
NIT Issue Date : 07th July, 2023
Pre Bid Meeting : 18th July, 2023 at 11.00 AM
Last Date of Online Submission : 07th August, 2023 upto 03.00 PM
Bid Opening Date : 08th August, 2023 at 03.00 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

Basni Phase - II, Jodhpur – 342005, Rajasthan
Telefax: 0291- 2740741, email: procurement@aiimsjodhpur.edu.in
www.aiimsjodhpur.edu.in

Schedule of Rate Contract

01	Particular	Rate Contract for Supply of Liquid Medical Oxygen
02	Rate Contract No.	Admn/RC/14-03/2022-AIIMS.JDH
03	Contract period	(2) Two Year and can be continued / renewed for further (1) Year (one year at a time) subject to satisfaction of the All India Institute of Medical Sciences (AIIMS), Jodhpur
04	The estimated yearly consumption	Rs. 1.00 Crore (Rupees One Crore Only)
05	Earnest money deposit	Rs. 2,00,000/- (Two Lakh Only)
06	Performance Security	03% of Total Order Value
07	Tender documents Download from	www.aiimsjodhpur.edu.in https://eprocure.gov.in
08	Website for online submission	https://eprocure.gov.in/eprocure/app .
09	Pre-bid meeting	18 th July, 2023 at 11:00 AM at AIIMS, Jodhpur.
10	Last date and time for online submission	07 th August, 2023 upto 03:00 PM on https://eprocure.gov.in/eprocure/app .
11	Date and time for Opening Bid	08 th August, 2023 after 03:00 PM

Deputy Director (Admn)
AIIMS, Jodhpur

All India Institute of Medical Sciences (AIIMS), Jodhpur, 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 (2) Two year and can be continued / renewed for further (1) year. The estimated yearly consumption of Supply of Liquid Medical Oxygen is approximately **Rs. 1.00 Crore**. 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. **EMD Payment:**

The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of **Rs. 2,00,000/- (Rupees Two Lakh 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**”. **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 fail 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.

5. **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) at AIIMS, Jodhpur. The bid without EMD will be summarily rejected.**
6. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
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 (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) 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) **The technical bid should be accompanied by Demand draft of Rs. 2,00,000/- (Refundable) against EMD. The Demand Draft EMD should be prepare separately and drawn in favour of All India Institute of Medical Sciences, Jodhpur.**
- i) **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).
- 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 – Bidder must submitted the financial bid in attached BOQ in CPP Portal.

General Term & Conditions

1. **"PRE –BID Meeting" with the intending bidders shall be held on 18th July, 2023 from 11:00 A.M. at AIIMS, Jodhpur.** In view of COVID on request of intending bidder online meeting also be organized. 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. **Specification:** The Contractor must confirm in writing that the goods supplied by them shall be as per specification of goods mentioned in Annexure – “III” 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. **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.
4. **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.
5. **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 BOQ.
6. **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.
7. **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. **The delivery of Liquid Medical Oxygen shall be done in the licensed LMO Storage Tanks in the premise of AIIMS, Jodhpur in 72-96 Hrs. from time of raising the indent by the concerned authority of Hospital.**
8. The tenderers must quote rates including freight, insurance, cartage, labour charges etc. on Door Delivery basis at AIIMS, Jodhpur.
9. The tenderer is advised to visit the site before quoting the rates with the due permission of Competent Authority of AIIMS, Jodhpur.
10. **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.
11. **Performance Security:**
- a) The Successful Contractor will be required to furnish an amount @ 03 % 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.
- b) 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.
- c) 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.
- d) Performance Security will be discharged after 60 days from the completion of contractor's performance obligations under the contract.

12. **Payment Term:-** Payment shall be released within 15 (fifteen) working days after the successful supply of the ordered goods against the submission of the Inspection certificate by the AIIMS, Jodhpur.

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.

13. **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.

14. **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, Jodhpur may without prejudice to other Civil and criminal remedies cancel contract and held the signatory liable for all cost and damages.

15. **Right of acceptance:** The AIIMS, Jodhpur 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 Jodhpur 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.

16. **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, 1990 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:**
 - 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 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, 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. The Income Tax/ Any other Taxes as applicable shall be deducted from the bill unless exempted by the Income-tax department.
31. The items will have to be supplied at Institute site. No transportation/ cartage charges will be provided for the same.
32. 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).
33. AIIMS, Jodhpur 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.
34. 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, Jodhpur.
35. 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).
36. 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).

37. 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 Jodhpur, Rajasthan, 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 Jodhpur. 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.

Deputy Director (Administration)
AIIMS, Jodhpur

Special Conditions

1. The vendor should have drug license for supply of Medical Gas.
2. Bidder should have more than one manufacturing unit (Supporting document must submitted with bid).
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
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) Telemetry System: For continuous monitoring of liquid level in the storage vessel from a central location anywhere in India.
 - b) Continuous monitoring of Vehicle movement. For rescheduling filling in case of any mechanical failure of vehicle.

Deputy Director (Administration)
AIIMS, Jodhpur

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.	List of Major Customer may be given on a separate sheet and proof of satisfactory supply, if any		
5.	Last 3 years Income Tax Return.		
6.	Authenticated balance sheet for the past three years enclosed		
7.	Have you previously work to any government / private organization? If yes, please upload the relevant proof.		
8.	PAN No. (Enclose the copy of PAN Card).		
9.	GSTIN (Enclose the copy of GST Registration Certificate).		
10.	Name and Mobile Number of a Key person, who can be contacted at any time.		
11.	Email Id		
12.	Landline No.		

- **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

Specifications

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 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

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 of Liquid Medical Oxygen** at AIIMS Jodhpur.
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 from 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 :