



**Basic Details**

<b>Organisation Chain</b>	All India Institute of Medical Sciences Rajkot		
<b>Tender Reference Number</b>	AIIMS/RJT/Admn/Tend/24-25/6087		
<b>Tender ID</b>	2024_AIMSR_775791_1		
<b>Tender Type</b>	Open Tender	<b>Form of contract</b>	Supply
<b>Tender Category</b>	Goods	<b>No. of Covers</b>	2
<b>Payment Mode</b>	Offline	<b>Is Multi Currency Allowed For BOQ</b>	No
<b>Is Multi Currency Allowed For Fee</b>	No		

**Payment Instruments**

Offline	S.No	Instrument Type
	1	Demand Draft

**Cover Details, No. Of Covers - 2**

Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	Technical bid Notice Inviting tender for Supply and refilling of medical gases LMO at AIIMS Rajkot
2	Finance	.xls	Financial bid Notice Inviting tender for Supply and refilling of medical gases LMO at AIIMS Rajkot

**Tender Fee Details, [Total Fee in ₹ \* - 1,000]**

<b>Tender Fee in ₹</b>	1,000	<b>Fee Payable To</b>	All India Institute of Medical Sciences Rajkot	<b>Fee Payable At</b>	All India Institute of Medical Sciences Rajkot
<b>Tender Fee Exemption Allowed</b>	Yes				

**EMD Fee Details**

<b>EMD Amount in ₹</b>	4,00,000	<b>EMD Exemption Allowed</b>	Yes
<b>EMD Fee Type</b>	fixed	<b>EMD Percentage</b>	NA
<b>EMD Payable To</b>	All India Institute of Medical Sciences Rajkot	<b>EMD Payable At</b>	All India Institute of Medical Sciences Rajkot

**Work /Item(s)**

<b>Title</b>	Notice Inviting tender for Supply and refilling of medical gases and LMO at AIIMS Rajkot				
<b>Work Description</b>	Supply and refilling of medical gases and LMO at AIIMS Rajkot				
<b>Pre Qualification Details</b>	Please refer tender document.				
<b>Tender Value in ₹</b>	2,00,00,000	<b>Product Category</b>	Consumables (Hospital / Lab)	<b>Sub category</b>	Medical Gases
<b>Contract Type</b>	Tender	<b>Bid Validity(Days)</b>	180	<b>Period Of Work(Days)</b>	30
<b>Location</b>	AIIMS Rajkot, Khandheri	<b>Pincode</b>	360110	<b>Pre Bid Meeting Place</b>	AIIMS Rajkot
<b>Pre Bid Meeting Address</b>	1st floor, Admin block, Academic building, AIIMS Rajkot, 360110	<b>Pre Bid Meeting Date</b>	04-Nov-2024 02:00 PM	<b>Bid Opening Place</b>	AIIMS Rajkot

**Critical Dates**

<b>Publish Date</b>	21-Oct-2024 05:15 PM	<b>Bid Opening Date</b>	22-Nov-2024 10:00 AM
<b>Document Download / Sale Start Date</b>	21-Oct-2024 05:15 PM	<b>Document Download / Sale End Date</b>	21-Nov-2024 05:00 PM
<b>Clarification Start Date</b>	NA	<b>Clarification End Date</b>	NA
<b>Bid Submission Start Date</b>	21-Oct-2024 05:15 PM	<b>Bid Submission End Date</b>	21-Nov-2024 05:00 PM

**Tender Documents**

NIT Document	S.No	Document Name	Description	Document Size (in KB)
	1	Tendernotice_1.pdf	Notice inviting tender for supply of medical gases and LMO at AIIMS Rajkot	12402.53

  

Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	Tender Documents	NIT for LMO and medical Gases.pdf	Notice Inviting tender for Supply and refilling of medical gases and LMO at AIIMS Rajkot	12372.52

**Tender Inviting Authority**

<b>Name</b>	Executive Director
<b>Address</b>	1st floor, Admin block, Academic building, AIIMS Rajkot, 360110

**Tender Creator Details**

<b>Created By</b>	Siddhartha Dutta
<b>Designation</b>	Assistant Professor
<b>Created Date</b>	21-Oct-2024 04:14 PM



अखिल भारतीय आयुर्विज्ञान संस्थान राजकोट, गुजरात 360110  
All India Institute of Medical Sciences, Rajkot, Gujarat 360110  
A Central Autonomous Body under PMSSY, MoH&FW  
Government of India [www.aiimsrajkot.edu.in](http://www.aiimsrajkot.edu.in)

**Notice Inviting Tender**  
for  
**Supply & Refilling of Medical Gases & LMO**  
at  
**All India Institute of Medical Sciences (AIIMS), Rajkot**

NIT No.	AIIMS/Rajkot/Admin/Proc/Tndr/RC-MG/2024-25/ 6087
NIT Issue Date	21/10/2024
Pre-Bid Meeting	04/11/2024 (Time: 2:00 PM)
Last Date of Submission	21/11/2024 (Time: 5:00PM)

Tender documents may be downloaded from institute's web site and CPP Portal. for reference only)

**All India Institute of Medical Sciences, Rajkot**  
**Khanderi, Para Pipaliya, Rajkot, Gujarat, INDIA, 360110**  
Email: [dda.aiimsrajkot@gmail.com](mailto:dda.aiimsrajkot@gmail.com)  
Website: <http://www.aiimsrajkot.edu.in>



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## NOTICE INVITING TENDER

All India Institute of Medical Sciences (AIIMS), Rajkot, Gujrat, an apex healthcare institute established by an Act of Parliament of India under aegis of Ministry of Health & Family Welfare, Government of India, invites sealed in two bid system for Rate Contract for Supply & Refilling medical gas. You are requested to quote your best offer along with the complete details of specifications, terms & conditions.

1. The Executive Director, AIIMS Rajkot, invites offline Bids in two bid system (i.e., Technical and Financial bids) from the eligible Manufacturer/Authorized Distributor offline mode for AIIMS Rajkot (250 bed hospital), for supply of medical gases on Contract basis for a period of **(02) Two Years** from the date of commencement of the award. If the performance is found satisfactory, the contract may be extendable further for a period of (01) one year. However, the contract may be terminated by AIIMS Rajkot if the services are not satisfactory.
2. **Tender for supply of Liquid Medical Oxygen (LMO) for two Liquid Oxygen Tanks with Vessel Capacity of 20KL and 10KL & for supply and refilling of medical gases. (gases: Oxygen, Nitrous oxide, Carbon Di-oxide, Argon and pre-mixed gases).**
3. The firm should be Manufacturer/Authorized Distributor of **Medical gases** and the firm should hold a relevant license for medical gases from the state drug controller as per the provision of drugs and cosmetic act 1940 and rules there under and **latest amendments**.
4. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding document. The bid should be precise, complete and in the prescribed format as per the requirement of the bid document. The bid should not be conditional. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.
5. The Bidder shall bear all costs associated with the preparation and submission of its bid and AIIMS Rajkot will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
6. **Tender documents may be downloaded from CPP Portal and AIIMS Rajkot website <https://aiimsrajkot.edu.in> for reference.**



  
Off. Deputy Director (Admin)  
AIIMS Rajkot

उप निदेशक (प्रशासन)  
DEPUTY DIRECTOR (ADMINISTRATION)  
अखिल भारतीय आयुर्विज्ञान संस्थान, राजकोट - ३६०११०  
All India Institute of Medical Sciences, Rajkot - 360110

## IMPORTANT POINTS

<b>Issue / Publishing Date</b>	21/10/2024
<b>Pre-Bid Conference, Date, Time place and mode</b>	04/11/2024 02:00:00 IST Admin block, first floor, Academic building, AIIMS Rajkot.
<b>Last date and time of submission of Tender</b>	21/11/2024 17:00:00 IST
<b>Estimated Value of Tender</b>	₹2,00,00,000 /- (Rupees Two Crore only)
<b>Earnest Money Deposit (EMD)</b>	₹4,00,000/- (Rs. Four lakh only)
<b>Performance security Guarantee (PSG)</b>	5% of tender value (i.e. Rs. 10 lakh only)
<b>Tender Document Cost payable to AIIMS Rajkot</b>	₹1,000/- (Rs. One thousand only)
<b>Downloading of documents</b>	Tender documents may be downloaded from institute's web site <a href="http://www.aiimsrajkot.edu.in">www.aiimsrajkot.edu.in</a> and CPP Portal (for viewing and downloading only)
<b>Bid submission mode</b>	<b>Offline mode only</b>



## SECTION-I

### General instruction for bidder

1. Bids shall be submitted Offline only at 1st floor, ADMIN Block, Academic Building, AIIMS Rajkot – 360110.
2. The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement can be downloaded from the website [www.aiimsrajkot.edu.in](http://www.aiimsrajkot.edu.in) under the “Tenders” head and as also e-publishing through CPP Portal.
3. **Interested bidders are required to submit the technical & financial bid separately in two covers. These bids in separate sealed covers super scribed Technical Bid & Financial Bid respectively should be placed in a third sealed cover super scribed “Tender for Supply & refilling of Medical Gas at AIIMS Rajkot” and should reach at the office of the DD(A), AIIMS Rajkot-360110 on or before the last date of submission of the bid. Technical Bids shall be opened on the day decided by competent authority. Bidders need not to be present while opening technical bid.**
4. The bid security (EMD) of Rs. 4,00,000/- (Four lakh Only) should be paid by Demand Draft in favor of “Deputy Director(Admin) AIIMS Rajkot” payable at Rajkot in the cover ‘Technical bid’.
5. The vendors should also enclose an additional DD of Rs. 1000/- (one thousand) (non-refundable tender fee) in favor of “Deputy Director (Admin), AIIMS Rajkot”, along with their bid in the cover ‘Technical Bid’ schedule to the invitation of Tender.
6. **A bid without EMD and tender fee will be summarily rejected. (Not applicable for MSME/NSCI/Udaym)**
7. The tender shall be submitted Offline in two parts, viz., technical bid and financial bid. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of the nature of content of the documents before Submission. The offers submitted by **email shall not be considered**. No correspondence will be entertained in this matter.
8. Any future clarification and/or corrigendum(s) shall be communicated through website: [www.aiimsrajkot.edu.in](http://www.aiimsrajkot.edu.in). The bidders are required to regularly check the website or CPP portal to know about any/all such corrigendum(s) as only those bids, taking care of such corrigendum(s) shall be considered for finalization of the tender.
9. Bidder should necessarily enclose a covering letter mentioning a summary of the applied document with proper numbering. Secondly, bids should also attach a compliance sheet as per specification mentioning that they are complying to all specifications or have variation, if any.
10. All the duly filled/completed pages of the tender should be given serial /page number on each page and signed by the owner of the firm or his Authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/authorization may be enclosed along with tender. A copy of the terms & conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms & conditions. **Tenders with unsigned pages/incomplete/partial/part of tender if submitted will be rejected.**
11. The Public Sector undertaking of the Central/State Govt./MSEs/MSME/UDYAM/NSIC Registered with Central Purchase Organization are exempted from furnishing Earnest Money along with tender fees, subject to submission of its valid proof.
12. Any future clarifications and / or corrigendum (s) shall be communicated by the DD(A), AIIMS Rajkot through the website: - <https://aiimsrajkot.edu.in>



13. Any omission in filling the columns of Financial Bid form (Schedule of Rates) shall debar a tender from being considered. Rates should be filed up carefully by the tenderer. All corrections in this schedule must be duly attested by full signature of the tenderers. The corrections made by using fluid and overwriting will not be accepted and tender would be rejected.
14. Bidders are not allowed to submit more than one bid for the same/similar tendered item else all his bids shall be cancelled thereby making him disqualified in addition to the forfeiture of the EMD.
15. It is required by the Bidders/Suppliers to observe the highest standard of ethics during the procurement and execution of this Tender.
16. 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(EMD) 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.
17. The period of Contract may be revised upward/downward subject to the requirement of the Institute. Any minor deviation or variation will bear no financial effect.
18. AIIMS, Rajkot 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.
19. By submitting the bid, the bidder confirms acceptance of all the terms and condition, and technical specifications of the gases, mentioned in this tender document.



## SECTION-II

### General terms & Conditions

#### 1. Bid Security: - EMD (Earnest Money Deposit)

Cumulative EMD amount of Rupees 4 lakh need to be submitted in the form of Demand Draft in favor of "Deputy Director (Admin), AIIMS Rajkot", payable at Rajkot. The AIIMS Rajkot will not pay any interest on any EMD Amount to any Tenderer.

Table No. 1: EMD Amount

Tender Item No.	Brief Description of required Medical Gases (Schedule of requirement given at Annexure-I in this Tender Document)	EMD ( in Rs.)
1.	Liquid Medical Oxygen in 20KL and 10KL vessel capacity.	₹4,00,000/- (Rupees Four lakh Only)
2.	Oxygen in 'D' Type Bulk Cylinder of 46.7-liter water capacity	
3.	Oxygen in 'A' type cylinder of 5 Liter water capacity	
4.	Oxygen in 'B' type cylinder of 10.2 Liter water capacity	
5.	Nitrous Oxide in 'A' type cylinder of 5 Liter water capacity	
6.	Nitrous Oxide in 'B' type cylinder of 10.2 Liter water capacity	
7.	Nitrous Oxide in 'D' type Bulk Cylinder of 46.7-liter water capacity	
8.	Carbon Dioxide in D Type Cylinder of 46.7-liter water capacity	
9.	Carbon dioxide B Type cylinders of 10-liter water capacity	
10.	Pre-mixed gases (Carbon Monoxide 0.27%, Helium 17%, O2 20% and Nitrogen balance) –in cylinder of 10-liter water capacity	
11.	Pre-mixed gases (Carbon dioxide 4.8%, Oxygen 16%, and Nitrogen balance) – in cylinder of 3.1-liter water capacity	
12.	Carbon dioxide in 99.99% in cylinder of 3-liter water capacity.	
13.	Argon 99.99% in cylinder of 5-liter water capacity.	

- The bidder shall enclose the demand draft of EMD in the envelop of Technical Bid.
- The Public Sector undertaking of the Central/State Govt./MSEs/MSME/NSIC/UDYAM Registered with Central Purchase Organization are exempted from Earnest Money along with tender fees, subject to submission of its valid proof.
- Earnest Money deposited with AIIMS Rajkot in connection with any other tender enquiry even for same/similar material by the tenderer will not be considered against this tender.
- The bid security (EMD) without interest shall be returned to both unsuccessful & successful bidders after finalization of contract with successful bidder.





- e. Non-submission of sufficient EMD along with the Technical Bid will be taken as non-responsive bid.
- f. EMD is required to protect the purchaser against the risk of bidders' conduct. The EMD will be forfeited if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to the notice that the information/ documents furnished in its tender is incorrect or false.

## 2. Technical bid & Eligibility Criteria

- a) **Turnover:** - The **average** annual turnover of minimum **Rs. 15 crores** for Last three financial years. (**Last three years means: - 2020-21,2021-22,2022-23 OR 2021-22,2022-23,2023-2024**). Turnover certificate should be duly certified by CA along with supporting documents like the balance sheet, profit and loss statement, capital account and IT return acknowledgment copy with computation of income signed by a CA will be accepted.
- b) **Experience:** - minimum three years' experience for supply of medical gas Along with LMO At least one hospital with 500 bedded capacities (with 3 years' experience) in gov. offices/PSUs/Automatous body and other similar organization is required Necessary supporting documents like Work order, Work completion certificate.

### Note:

- **The relevant documents need to be submitted by the bidder as per Annexure-IV, the bid will be liable to be rejected if the bidder fails to submit even a single document mentioned in annexure-IV.**

## 3. Bid validity

- a. The bids shall remain valid for acceptance for a period of 180 days (One hundred and Eighty days) after the date of tender opening prescribed in the tender document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- b. In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit(EMD) 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.
- c. In case the day up to which the tenders are to remain valid falls on / subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.
- d. The quoted rates must be valid for a period for 24 months from the date of agreement and for an additional period of 1 year (if extension is granted) 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.

## 4. Contract period

- a. The Tender for Supply & Refilling of Medical Gas 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), Rajkot and on mutual consent of both the parties subject to the condition/ rules.
- b. The successful bidders have to execute a contract as given in annexure-XI on Indian non judicial stamp paper of Rs.100/- (Rupees one hundred only) within twenty-one (21) days from the date of award of this tender:



- c. Performance Security Guarantee (PSG) of amount **10 lakh rupees** only in the form of Demand Draft(DD) from any Nationalized/Scheduled bank duly pledged in favor of "Deputy Director(Admin) AIIMS Rajkot" & payable at Rajkot only.
- d. The EMD/PSG shall be forfeited if the successful bidder fails to supply the goods/equipment in stipulated time or fails to comply with any of the terms & conditions of the contract or fail to sign the contract.

**5. Performance Security guarantee (PSG)**

The Successful Contractor will be required to furnish an amount 5 % of Total Annual Contract Value as a performance security in the form of Demand Draft(DD) from any Nationalized Bank duly pledged in the name of the "Deputy Director(Admin)AIIMS Rajkot" payable at Rajkot within 30 days from the award of contract. Security Deposit should be valid for a period of 60 days beyond completion of all the contractual obligations.

- 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. 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.
- c. Performance Security will be refunded within 60 days from the completion of contractor's performance obligations under the contract.

**6. PRE – BID Meeting**

- a. "PRE –BID Meeting" with the intending bidders shall be held on **04/11/2024 at 2:00 PM.** at 1st floor, ADMIN Block, Academic Building, AIIMS Rajkot – 360110., Participants shall produce an authorization letter from their firm on the firm's letterhead. They are required to put their query in writing before the committee and submit the same in writing on its letterhead.
- b. The bid shall be valid and open for acceptance by the competent authority of AIIMS Rajkot for a period of 180 days from the published date of opening of the tenders and no request for any variation in quoted rates and / withdrawal of tender on any ground by bidders shall be entertained. The unilateral withdrawal at any stage will cause forfeiture of EMD in addition to any remedy that the purchaser may have under the law.
- c. To assist in the analysis, evaluation and computation of the bids, the Competent Authority, may ask bidders individually for clarification of their bids. The request for Clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.

**7. FINANCIAL BID**

The financial bid shall be submitted as per the annexure-VI **and Prices must be quoted as per format specified, failing which tender shall be summarily rejected.**

- a. **Rates:** - Rates should be quoted in Indian Rupees (INR) inclusive of all the Charges **except GST.**
- b. No other charges like Transport charges/ freight, labour charges, handling charges and wages etc. shall be paid by the institute.
- c. Rate must be valid for entire contact period, which, if the Institute authority desires, may be extended for further period issuing proper notification.
- d. **If there is any damage to cylinders during gas filling or other handling procedures, the repair and replacement cost of spare parts (Nozzle, Valve etc.) of cylinders, should be borne by the L1 bidder at no cost to AIIMS, Rajkot.**



## **8. Technical Evaluation**

- a. Detailed technical evaluation shall be carried out by Tender Committee 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 material 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 securities have been furnished, whether the documents have been properly signed and whether the bids are in order.
- b. The tender committee may call the responsive bidders for discussion or presentation to facilitate and assess their understanding of the scope of work and its execution. However, the committee shall have sole discretion to call for discussion/presentation.
- c. Financial bids of only those bidders who qualify the documentary and technical criteria will be opened, provided all other requirements are fulfilled.
- d. bid determined as substantially non-responsive will be rejected by the Institute.
- e. **AllIMS Rajkot reserves the right to accept or reject any or all the tenders without assigning any reasons thereof.**

## **9. Financial Evaluation**

- a. The financial bid of only those bidders who have been found to be technically eligible shall be opened. The financial bids shall be opened in presence of representatives of technically eligible bidders, who may like to be present by self or through authorized representative. The Institute shall inform the date, place and time for opening of financial bid through Via Official Mail of AllIMS Rajkot.
- b. Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is, the unit price shall prevail and the total price shall be corrected by the Institute. If there is a discrepancy between words and figures, the lesser amount shall be considered as valid. If the Supplier does not accept the correction of the errors, his bid shall be rejected.
- c. The AllIMS Rajkot does not bind itself to accept the lowest or any bid and reserves the right of accepting the whole or any part of the bid or portion of the supply offered; and the bidder shall provide the same at the rates finalized. The AllIMS Rajkot reserves the right to reject any or all offers received in response to tender or cancel or withdraw the tender notice without assigning any reason, whatsoever.

## **10. Delivery**

- a. **For supply of ordered Medical Gases the time will be 48 hours. However, in case of urgent demand or emergency, the demand should be fulfilled within 12 hours.**
- b. The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser for extension of delivery period and obtain the same before dispatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.

## **11. Award of contract: placement of order**

The Institute shall consider placement of orders for supply of medical gases to those bidders whose offers have been found technically, commercially and financially acceptable. The Institute reserves the right to counter offer price(s) against price(s) quoted by any bidder.



## **12. Payment**

Payment will be made to the supplier within one month of receipt of the Invoice raised.

## **13. Parallel Contract/ Purchase**

AIIMS Rajkot, reserves the right to place an order for supply of any or all items mentioned in the Tender to any other firm(s) in emergency/unavoidable situations without any information to the Tender holder.

## **14. Force Majeure**

- a. Any failure or omission to carryout of the provisions of this supply by the supplier shall not give right for any claim by supplier and purchaser to one against the other, if such failure or omission arise from an act of God which shall include all acts of natural calamities from civil strikes compliance with any statistics and or requisitions of the Government lockout and Strikes, riots, embargoes or from any political or other reasons beyond the suppliers control including war (whether declared or not) civil war or state of incarceration provided that notice of the occurrence of any event by either party to the other shall be within two weeks from the date of occurrence of such an event which could be attributed to force majeure. Any delay due to Force Majeure will not be attributable to either of the parties.
- b. If there is a close system the tenderer shall ensure and will have to submit an affidavit on Indian Non-Judicial stamp paper of Rs.100/- along with technical bid that spare parts and consumables for these equipment's/instruments/item will be available at reasonable fixed rates for next 10 (ten) years, such rates should not be more than the rates supplied to institutes of national importance.
- c. In case the shortlisted vendor fails to supply the spare parts or fails to provide the agreed maintenance during the prescribed period, as per the terms of contract, the purchaser is automatically entitled to procure the required parts and hire services from the market at the risk and cost of the vendor, such inability of bidder will entail forfeiture the security deposit. The purchaser also reserves the right to terminate the contract on immediate notice, if the vendor fails to comply with this clause for more than one instance.

## **15. Liquidated damage/demerge**

The time for the date of delivery/ dispatch stipulated in supply order shall be deemed to be the essence of the contract and if the supplier fails to deliver or dispatch any consignment within the period prescribed for such delivery or dispatch in the supply order, liquidated damages may be deducted from the bill @ 0.5% per Day subject to maximum of 7.50% of the value of the delayed goods or services under the contract. Further, if supplies are frequently delayed, the competent authority of AIIMS Rajkot reserves the rights to take appropriate measure which may also include forfeiting the PSG amount and even cancelation of contract. The competent authority of the institute may also cancel the supply at the cost & liability of the supplier. In such a case, PSG of the supplier shall stand forfeited. The supply of equipment must be in single consignment, inclusive of all parts & accessories in adherence to the specification so as to make the equipment fully functional at the time of the installation. No installation repeat shall be signed in case of absence of any part as per the specification.



## **16. 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 Rajkot and Gujarat, India only.
- c. Except as otherwise provided under this Contract for immediate termination of the Contract, in the event of a dispute which may be arising out of the execution of the tender contract, the matter will be referred to the Deputy Director (Administration). Appeal against the decision of the DDA will lie to the Executive Director, AIIMS, Rajkot and his decision shall be final and binding upon both the parties.

## **17. Risk Purchase**

In case the bidder on whom the supply order has been placed, fails to make supplies within the delivery schedule and the purchaser has to resort to risk purchase, the purchaser (AIIMS, Rajkot) may recover from the bidder (from the payment on account of subsequent supply or performance security as the case may be) the difference between the cost calculated on the basis of risk purchase price and that calculated on the basis of rates finalized for L-1 bidder. In case of repeated failure in supplying the ordered goods the supply order may be cancelled and Performance security deposit will be forfeited.

## **18. FALL CLAUSE**

If, at any time, during the contract period, the supplier reduces the said prices of such items or sales such item to any other person/organization/Institution at a price lower than the price chargeable, he shall forthwith notify such reduction or sale to the Executive Director, All India Institute of Medical Sciences (AIIMS) Rajkot and the price payable for the items supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

## **19. Debarment from bidding**

- a. A bidder shall be debarred if he has been convicted of an offence-
  - i. under the Prevention of Corruption Act, 1988; or
  - ii. Bharatiya Nyaya Sanhita or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- b. A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment. Department of Commerce (DGS&D) will maintain such list which will also be displayed on the website of DGS&D as well as Central Public Procurement Portal.
- c. A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/Department will maintain such list which will also be displayed on their website.
- d. The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.



## **20. Code of Integrity**

No official of the bidder shall act in contravention of the codes which includes

- a. Prohibition of
  - i. making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
  - ii. any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
  - iii. any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
  - iv. Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
  - v. any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
  - vi. any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
  - vii. obstruction of any investigation or auditing of a procurement process.
  - viii. making false declaration or providing false information for participation in a tender process or to secure a contract;
- b. Disclosure of conflict of interest.
- c. Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause with any entity in any country during the last three years or of being debarred by any other procuring entity.
- d. The purchaser will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, Fraudulent, collusive or coercive practices in competing for the contract in question.

21. The Executive Director, AIIMS Rajkot, India has the full and exclusive right to accept or reject, increase or decrease order quantity, any or all the tenders without assigning any reasons thereof and also to cancel the supply at any time without assigning any reason.
22. No increase in quoted price and change in quality of product will be allowed during the validity of Contract period.
23. Any action on the part of the tenderer to influence anybody in the hospital at AIIMS Rajkot is liable for rejection of the tender.
24. The Bidder/Agency shall not engage any Sub Contractor or Transfer the Contractor to any other person during the concurrency of this Tender.
25. If the services are not up to satisfaction of the AIIMS Rajkot Concerned Authorities, payment in part or full may be deducted and the contract for the remaining period may be terminated on giving One-month prior notice.
26. AIIMS Rajkot reserves the right to reject any supply not meeting the standard.
27. The Competent Authority, AIIMS Rajkot reserves the right to withdraw/cancel this tender at any time without giving notice to any of the participant.



## ANNEXURE-I

### Schedule of Requirement

There is requirement of refilling of specified gas in following type of cylinders:

1. Liquid Medical Oxygen – 10 KL & 20KL vessel capacity.
2. Oxygen in 'D' Type Bulk Cylinder of 46.7-liter water capacity
3. Oxygen in 'A' type cylinder of 5 Liter water capacity
4. Oxygen in 'B' type cylinder of 10.2 Liter water capacity
5. Nitrous Oxide in 'A' type cylinder of 5 Liter water capacity
6. Nitrous Oxide in 'B' type cylinder of 10.2 Liter water capacity
7. Nitrous Oxide in 'D' type Bulk Cylinder of 46.7-liter water capacity
8. Carbon Dioxide in D Type Cylinder of 46.7-liter water capacity
9. Carbon dioxide B Type cylinders of 10-liter water capacity
10. Pre-mixed gases (Carbon Monoxide 0.27%, Helium 17%, O<sub>2</sub> 20% and Nitrogen balance) –in cylinder of 10-liter water capacity
11. Pre-mixed gases (Carbon dioxide 4.8%, Oxygen 16%, and Nitrogen balance) – in cylinder of 3.1-liter water capacity
12. Carbon dioxide in 99.99% in cylinder of 3-liter water capacity.
13. Argon 99.99% in cylinder of 5-liter water capacity.

The quantities of item/items will be required as per the decision of Executive Director/Medical Superintendent; AIIMS Rajkot will be increase/decrease as per the actual requirement of AIIMS Rajkot during the concurrency of this Tender. The prospective Tenderers are advised to read carefully terms and conditions required for mandatory compliance as per AIIMS Rajkot requirement before participation.

#### **Important Note for all Prospective Bidders: -**

1. It is mandatory condition that any of the prospective bidder will participate and quote their Rates in the Financial Bid of this tender for each and every Medical Gases asked in the Annexure-I.
2. The Estimated Quantities will vary, either increase or decrease and the decision of the Executive Director/Medical Superintendent AIIMS, which shall be final and binding to all parties.
3. Each supply will be inspected for compliance with quality parameters on each occasion during the concurrency of Contract. Only on Qualifying the desired Quality Parameters examined by the Manifold In-charge, the supply will be accepted at AIIMS Rajkot.
4. Failure of adequate supply within the stipulated supply time period communicated through the Purchase Order to L-1 Tenderer by AIIMS Rajkot, on three occasions / failure on quality parameter of supplied item/items will automatically enforce penal action in the form of blacklisting for 5 years and the desired Medical Gases items shall be procured from the open market as per the satisfaction of AIIMS Rajkot Tender Committee to meet the urgent requirement of the Institute on the cost of the L-1 Rate offered Vendor and the same will be recovered from his Outstanding Bills/Performance Security Deposit by AIIMS Rajkot.



## Technical Specifications for the required Medical Gases

### For Liquid Medical Oxygen

1. Supply of Liquid Medical Oxygen (LMO) for two Liquid Oxygen tanks at AIIMS Rajkot with Vessel Capacity of 20KL and 10KL.
2. Configuration- Vertical/Horizontal
3. Operating working pressure 8-12 kg/cm<sup>2</sup>/within safety limits as per capacity
4. Special Terms and Conditions for Liquid Medical Oxygen (LMO) as mentioned in page 16-18 need to be followed.
5. Reference temperature for oxygen gas shall be 27°C.
6. Mode of measurement 1Kg=0.77M<sup>3</sup>
7. The supply shall confirm to specified codes (latest edition). Medical Oxygen IP-2014
8. Following specifications of LMO, vaporizer and regulator to be followed.
  - i. Should be certified for medical use as per IP 2014.
  - ii. Should not contain less than 99.6% V/V of oxygen.
  - iii. Should not contain more than 5ppm carbon monoxide.
  - iv. Should not contain more than 30ppm carbon dioxide.
  - v. Should be free of halogen. Should be free of moisture

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

### For Compressed Medical Oxygen

1. Medical grade as per latest IP
2. Certified safe for human use
3. color code should be as per IS:3933 and conforming to ISO 32 :1977 applicable for Medical Gas cylinders
4. Purity-99-100%.
5. Carbon monoxide less than 5 PPM
6. Carbon dioxide not more than 300 PPM
7. Free from halogen, polymer & oxidizing substance & moisture.
8. Should not cause any damage to the materials of cylinders, Gas pipeline, Anesthesia machine and ventilators.

### For Compressed Nitrous Oxide.

1. Medical grade as per latest I.P.
2. Colour code should be as per IS:3933 and conforming to ISO 32 :1977 applicable for Medical Gas cylinders
3. Certified safe for human use
4. Purity 99-100% in liquefied form
5. Humidity and other impurities zero percent free from hydrogen sulphide.
6. Free of all forms of reducing and oxidizing substances
7. Should not cause any damage to the materials of cylinders, gas pipeline, anesthesia machine and ventilators
8. Each batch must have passed tests for alkalinity, arsenic, phosphate and ammonia.





#### **For Compressed Carbon Di-Oxide**

1. Colour code should be as per IS:3933 and conforming to ISO 32: 1977 applicable for Medical Gas cylinders
2. Medical grade as per latest I.P:
3. Certified safe for human use
4. Should not damage any instrument used with it.

#### **For Pre-Mixed Gases**

1. Premix gases should be of medical grade.
2. Premix gases should be blended with composition as given in annexure 1.
3. The blend of premix gases should be of high purity and should be within +0.2%
4. All premix gases should be supplied with a certificate of analysis.

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

### **Terms and condition for Suppliers**

1. Each time the supplier Agency should submit the Delivery challan for supplied Medical Gases. The bills against the supplied Medical Gases to be submitted on monthly basis by the supplier agency supported with all the delivery challans of supplied Medical Gases during the respective month for which the payment claim submitted by the Supplier Agency to the Manifold In-Charge, AIIMS Rajkot in triplicate in the name of "Executive Director, AIIMS Rajkot".
2. Refilled Cylinders of Medical Gases should be supplied at Manifold Room, Service Building at AIIMS Rajkot Hospital or any other required location within the AIIMS Rajkot premises.
3. Delivery of ordered quantity should be supplied in one go, the partial supply will not be accepted.
4. This Contract for refilling and supply of Medical Gases should be initially valid for 2 years, subject to extended further period of 1 year after Supplier Agency performance on mutual agreement basis of the both the parties.
5. The quantity may increase/decrease as per actual requirement of AIIMS Rajkot and successful L-1 Agency/Agencies is liable for supply the Increased/Decreased quantity of requested Medical Gases on their approved L-1 Rates during entire validity period of their Contract to AIIMS Rajkot.



## Special Terms and Conditions Liquid Medical Oxygen (LMO)

1. Necessary facilities as per Static and Mobile Pressure Vessels rules for the Liquid Oxygen vessel/tank should be provided by the firm for example grill, fence, etc. as per CCOE Nagpur certification guidelines at no extra cost.
2. No rental charges for the vessel will be payable.
3. No additional transportation charges for liquid oxygen or other gas will be payable.
4. Procurement and renewal of all the necessary licenses should be the responsibility of the firm.
5. LMO tank be connected to Manifold by the qualifying firm.
6. The vendor should have drug license for supply of Medical Gas.
7. 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, Rajkot. If during this period the stores supplied are found to be defective in performance or deteriorated, the contractor shall be responsible for all consequences.
8. 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.
9. The quantity of LMO can be increase or decrease, as per requirement of this office.
10. The material should be supplied to the manifold room, AIIMS Rajkot.
11. The firm quoting for tender should either be primary Manufacturer of Liquid Medical Oxygen (LMO) through **Air Liquefaction** process or his Authorized distributor.
12. Firm quoting for LMO should have a valid drug license & should be following testing process as per latest **Indian Pharmacopeia IP**.
13. 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.
14. The company manufacturer/ Authorized distributor must submit the most recent certificate in support of the product which is manufactured as per guidelines of a Good Manufacturing Practice (GMP) certified laboratory issued by the government or competent authority.
15. The firm selected for supplying Liquid medical oxygen need to install minimum Five Vacuum Insulated Tanks (VIE)) at multiple locations within central and west India
16. ISO/WHO License or other equivalent quality certificate for manufacturing of gases should be provided by the vendor.
17. The Liquid Oxygen should be supplied to the LMO tank site, as directed by manifold in-charge, without any additional cost of any type.
18. Firm, should have a valid license for storage filling and cylinder testing and another requisite license if any issued by CCOE as statutory requirement.
19. The tenderer has to ensure compliance of prevailing/latest guidelines/amendments of CCOE and gas cylinder rules.
20. Should have supplied LMO to at least one 500 bedded reputed government/reputed private hospitals in the last three financial years and should be supported with Copies of Supply Order and letter of award.
21. The bidder shall also submit the copy of the satisfactory performance certificate of two highest valued contracts awarded in the last three financial years duly signed by the appropriate authority of the concerned Hospital. Performance certificate should have been issued at least after one year of completion of work.
22. The firm should provide documentary evidence regarding the following.
  - a. Having multi-manufacturing unit & may not be dependent on one unit only.
  - b. Total production capacity of gases per day in tons (200 tons per day approx.)



- c. Total storage capacity of gases at different units.
  - d. Total no. of Liquid Oxygen transport tank.
  - e. The infrastructure regarding quality control and analysis facilities to test the Composition of gases as per IP standards.
23. The Firm should have its own full-fledged laboratory with full-time chemist to test cylinders and to provide testing reports on quarterly basis.
  24. Should have full facility for testing and logging for impurities in each batch of manufactured gas per latest directions/notification from CCOE. The facilities shall be open to inspection by Hospital Authorities.
  25. In case the supplier fails to supply the Liquid Oxygen as per requirement, the order will be liable to be cancelled without any prior information and the Security Money/Earnest Money, whichever is available at that time, will be forfeited.
  26. The firm must maintain uninterrupted supply of Medical Gases even in case of emergencies. In case the firm fails to supply the required medical gases on time, in addition to the penalty applicable as per the contract, the Hospital reserves the right to make alternate arrangements for the supply of gases at the firm's risk and the cost of risk purchase will be borne by the firm, even if the charges are higher than the agreement rates.
  27. The firm must refill the LMO as soon as it reaches 40% of the capacity, so that continuous Liquid Oxygen supply can be provided under all circumstances.
  28. Tenderer are bound to supply liquid oxygen during the validity of tender at the approved rates. If the price of any item is reduced due to any reasons during the validity of the tender, the same should be intimated to AIIMS Rajkot and the benefit of reduced rate should be passed to AIIMS Rajkot.
  29. Representatives from the hospital may visit the suppliers place from time to time for checking. The supplier shall have to provide necessary information and shall cooperate in this matter, no additional charges will be payable from the hospital.
  30. The supplies / bills should be accompanied by a batch analysis report.
  31. All material, machinery, manpower and consumables etc. required for the Supply & Refilling of Liquid Oxygen Gas shall be arranged by the contractor. Cost of all the items should be taken into consideration while quoting the charges.
  32. Vehicle Monitoring system: The vendor should have the advance monitoring system for location tracking, speed tracking and visual monitoring of the vehicle during Vehicle Movement for rescheduling filling in case of any mechanical failure of vehicle
  33. 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 Manoeuvring.
    - 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.
- (g) There should be provision of monitoring daily consumption.

#### MODE OF MEASUREMENT FOR LMO

- (1) Liquid Oxygen will only be received after weighing the tanker before supply at Govt. approved Dharam Kanta (nearest to the hospital) along with the receipt. The tanker will be sent again to the same Dharam Kanta for weighing after filling of the LMO vessel to the desired value/amount which is already installed in the hospital premises at Gas Manifold and net weight of the LMO supplied to the hospital shall be determined by subtracting the weight after supply from the weight before supply. Any failure in providing the same along with bills produced to the Competent Authority might lead to delay of the payment and any consequences whether Medico-Legal/Socio- economic occurring because of this will be the sole responsibility of the firm. **Firm will provide necessary cooperation in this matter and will pay the cost of this entire procedure, no additional charges will be payable from Hospital.**
- (2) Representative(s) from the hospital may visit the Dharam Kanta at the time of finalization of contract for Inspection of gross weight, tare weight and net weight of the Oxygen tanker. Firm will provide necessary cooperation in this matter and will pay the cost of this entire procedure, no additional charges will be payable from Hospital.
- (3) AIIMS Rajkot shall have right to change the mode of measurement in future, if needed.



**Annexure-II**  
**UNDERTAKING**

For compliance of all terms & conditions mentioned in this tender document  
(To be executed on Rs. 100/-Non-Judicial Stamp Paper duly attested by Public Notary)

**To, The Executive Director,  
AllIMS Rajkot,  
Rajkot-360110**

1. The undersigned certify that I/we have gone through the terms and conditions mentioned in the tender document and undertake to comply with them. I have no objection for any of the content of the tender document and I undertake not to submit any complaint/ representation against the tender document after submission date and time of the tender. The rates quoted by me/us are valid and binding on me/us for acceptance till the validity of Contract.
2. **I/We undersigned hereby bind myself/ourselves to ALL INDIA INSTITUTE OF MEDICAL SCIENCES RAJKOT- 360110 to supply and refilling of the approved Medical Gases in the Cylinders in the approved prices to AllIMS Rajkot, during the Tender period under this contract.**
3. I/We should deposit One time Performance security of 5% of the total cost of the supply value determined through unit rate of L-1 Medical Gases as per the AllIMS Rajkot annual requirement basis shall be deposited by me in the form of DD in the name of The Deputy Director(Admin), All India Institute of Medical Sciences, Rajkot on award of the contract and shall remain in the custody of the Executive Director till the validity of the Contract.
4. I/We should provide replacement to any batch/item on being found of inferior quality, it shall be replaced by me/us free of cost in time to prevent inconvenience.
5. I/We hereby undertake to supply the items during the validity of Contract as per directions given in supply order within stipulated period positively.
6. If I/We fail to supply the stores in stipulated period, the AllIMS Rajkot has full power to compound or forfeit the Bid Security/security deposit.
7. I/We declare that no legal/financial irregularities are pending against the proprietor/partner of the tendering firm or manufacturer.
8. I/We undertake that the rates quoted by me when approved and selected by the Executive Director, AllIMS Rajkot will be valid for Two years from the date of approval of the Tender or till extended as mutually agreed upon. I/we undertake to supply the stores within 48 hours. I/we undertake to supply the order within stipulated period and if fail to supply order during the stipulated period the necessary action can be taken by The Executive Director, AllIMS Rajkot.
9. I/We undertake that if the rates of any items are lowered due to any reason, I will charge the lower rates.
10. I/We undertake that the items supplied are as per Demonstration/Catalogue/technical literature description/Statutory compliance.



11. I/We undertake that the quoted rates are not higher than that approved in any other Govt. institutions in India for the same items during the current Financial Year.
12. Affidavit regarding No CBI Inquiry/FEMA/ Criminal proceeding/Black listing is pending or going on against the manufacturer/bidder firm is also enclosed. I undertake that I will not submit any irrelevant documents with the tender and in doing so I will not have any objection if my tender is rejected on that ground.
13. I/We undertake to supply the all Certificates/comply the applicable rules and regulations /Operation Manuals/Tools/Accessories/Training Manual etc. supplied on adequate Quantity to handle the assigned supply & refilling of Medical Gases to AIIMS Rajkot.
14. I/we do hereby confirm that the prices/rates quoted are fixed for entire validity period of this Contract and it's any subsequent extension and are at par with the prices quoted by me/us to any other Govt. of India/Govt. Hospitals/Medical Institutions/PSUs. I/we also offer to supply the Equipment/stores at the prices and rates not exceeding those mentioned in the Financial Bid.
15. I/we have necessary infrastructure for the refilling, transportation, supply and maintenance of the Medical Gas Cylinders and will provide all the required minor nature accessories/spares/tools as and when required.
16. I/we undertake, if as a result of post payment audit any over payment is deducted in respect of any Supply/work done by our Agency or alleged to have been done by our Agency under this tender, it shall be recovered by the AIIMS Rajkot from our Agency.
17. I/we undertake, if any under payment is discovered, the amount shall be duly paid to our Agency by the AIIMS Rajkot.
18. I/we undertake that we shall liable to provide all the relevant records copies during the concurrency period of Contract or otherwise even after the Contract is over, whenever required by AIIMS Rajkot.

**Affirmation**

I pledge and solemnly affirm that the information submitted in tender documents is true to the best of my knowledge and belief. I further pledge and solemnly affirm that nothing has been concealed by me and if anything adverse comes to the notice of purchaser during the validity of Contract period The Executive Director, All India Institute of Medical Sciences, Rajkot will have full authority to take appropriate action as he/she may deem fit.

**Signature of Bidder**

**(Name of Bidder)**

Place & Date .....

With seal of firm



**ANNEXURE – III**

**CRIMINAL LIABILITY UNDERTAKING**

*(To be executed on Rs.50/- Non-Judicial Stamp Paper duly attested by Public Notary)*

I.....S/o .....Resident of

.....

.....Do solemnly pledge and affirm: -

1. That I am the proprietor /partner/authorized signatory of  
M/s. ....

1. That my firm has not been declared defaulter by any Govt. Agency and that  
NO case of any nature i.e. CBI/FEMA/Criminal/Income Tax/GST/ Blacklisting is  
pending against my firm.

Name & Signature

**Seal of the participating Bidder Company**

Affirmation/Verification



## ANNEXURE-IV

### DOCUMENTS CHECK LIST

#### (MANDATORY DOCUMENTS NEEDS TO BE SUBMITTED)

Original Hard Copy of the following document must be submitted along with technical bid cover. It should be dropped in person in the Tender Box Kept in the Office of deputy director(Admin), AIIMS Rajkot, before the Closing date given in the Tendering Schedule.

SR NO.	NAME OF DOCUMENT'S TO BE SUBMITTED	YES	NO	Page No.
1.	Cumulative EMD Amount for participating Items (as per EMD Table No. 1) in the form of DD in favor of " <b>Deputy Director (Admin), AIIMS Rajkot</b> "			
2.	<b>Tender Document fee in way of Demand Draft</b> in the name of " <b>Deputy Director (Admin), AIIMS Rajkot</b> ". (Nonrefundable)			
3.	Original copy of <b>Undertaking for acceptance of all Terms &amp; Conditions</b> mentioned in this Tender on Non Judicial Stamp Paper worth of Rs. 100/- as per <b>Annexure – II</b> , duly attested by notary public.			
4.	Original copy of <b>Undertaking for Criminal Liability</b> on Non Judicial Stamp Paper worth of Rs. 50/- as per <b>Annexure – III</b> , duly attested by notary public.			
5.	Signed Copy of Establishment Shop License Certificate (If applicable )			
6.	Signed Copy of GST registration Certificate along with GST return of last three financial years.			
7.	Signed Copy of PAN Card			
8.	Signed Copy of <b>Bank Passbook/Cancelled Cheque</b>			
9.	Income Tax Return certificate of last three financial years			
10.	Average Annual turnover certificate of last three financial year certified by CA (as requested in eligibility criteria)			
11.	Three years' experience for supply of medical gas Along with LMO to At least one hospital with 500 bedded capacities.			
12.	Signed Copy of License to filling gas in cylinder from CCOE Nagpur (in Case of distributor- the manufacture license)			
13.	Signed Copy of License to store gas in cylinder from CCOE Nagpur (in case of distributor- the manufacture license)			
14.	Supplier should provide self-certificate regarding rate quoted should not be changed at any time.			





15.	Sign and seal on all pages of tender documents present			
16.	Signed copy of Manufacturing License (if applicable)			
17.	Copy of MSME/Udyam/NSIC certificates			
18.	Documents Check List as per <b>Annexure IV</b>			
19.	Technical Bid Documents Check List as per <b>Annexure V &amp; V(a)</b>			
20.	Financial Bid Documents Check List as per Annexure-VI			
21.	Rates for spares / consumables / optional accessories (if any) as per annexure-VII			
22.	Financial bid document check list as per annexure-VIII			
23.	Terms & Conditions of Supply Order's as per Annexure- IX			
24.	Authority letter from manufacture in case of supplier/ Distributor/ Dealer. (As per Annexure – X) (If Applicable)			
25.	Affidavit for Non-blacklisting form as per Annexure-XII			
26.	Certificate of price justification (Annexure XIII)			
27.	Self-declaration that the manufacturer for the Liquid Medical Oxygen has an in-house testing facility to for testing and logging for impurities in each batch of manufactured gas per latest directions/notification from CCOE			
28.	The firm should provide documentary evidence regarding the following. a. Having multi-manufacturing unit & may not be dependent on one unit only. b. Total production capacity of gases per day in tons (200 tons per day approx.) c. Total storage capacity of gases at different units. d. Total no. of Liquid Oxygen transport tank. e. The infrastructure regarding quality control and analysis facilities to test the Composition of gases as per IP standards.			
29.	Good Manufacturing Practice (GMP) certified laboratory issued by the government or competent authority.			
30.	ISO quality management certificate.			



Name & Signature

Seal of the participating Bidder Company with  
Date

[For office use only] Bid is Accepted/rejected

Signature -----  
with name & date

Signature -----  
with name & date

Signature -----  
with name & date

Signature -----  
with name & date



**ANNEXURE-V**  
**(Technical Bid Part-1)**

TECHNICAL BID FORM- (To be filled up, signed and submitted)

**Name of work:** - Supply of Oxygen, Liquid Oxygen & Other Medical Gases to AIIMS Rajkot

S No.	Description of information	Details of information
1.	NAME OF BIDDING COMPANY / FIRM	
2.	Scanned copy of relevant document for Firm registered under: Proprietorship/ Company Act/Partnership Deed etc.	
3.	NAME OF OWNER / PARTNERSHIP FIRM/ DIRECTORS	
4.	ADDRESS WITH TELEPHONE NO., FAX NO. & E- MAIL ADDRESS	
5.	REGISTRATION DETAILS:	
6.	(A) Copy of registered under Shop of Establishment/Factory Act etc.	
7.	(B) GST NO:	
8.	(C) PAN NUMBER	
9.	(D) Are you a MSME/SME/Start-up Registered with the appropriate Authority (pls attach relevant document)	
10.	Scanned copy of EMD, if applicable (firms claiming exemption must submit exemption certificate such as Udyam/ MSME / /NSIC etc./undertaking as per Annexure-C.	
11.	Experience Certificate	
12.	BANK DETAILS	
13.	NAME AND ADDRESS OF THE BANK	
14.	ACCOUNT NO.	
15.	IFSC CODE	
16.	MICR Code	
17.	Signed copy of each page of tender document	
18.	Any other relevant document (please specify)	



**TECHNCIAL BID (Part -II)**

**DETAILS OF FINANCIAL STATEMENT, PROFIT AND LOSS STATEMENT DURING LAST THREE YEARS.**

Sl. No.	FINANCIAL YEAR	INCOME	EXPENDITURE (R S.)	NET PROFIT / LOSS (Rs.)
1.				
2.				
3.				

**Details of Order Executed (Experience) Successfully in The Following Pro forma: -**

(Attach extra sheet if required)

S. No.	NAME & ADDRESS OF THE ORGANIZATION	VALUE OF THE Purchase Order completed successfull y	DURATION OF THE Supply		SATISFACTORY WORK COMPLETION CERTIFICATE (YES/NO)
			FROM	TO	

SIGNATURE OF OWNER/MANAGING PARTNER/DIRECTOR/  
AUTHORISED SIGNATORY

DATE:

NAME:

PLACE:

SEAL:



## ANNEXURE V(A)

### TECHNICAL BID DOCUMENTS CHECK LIST

S. NO.	NAME OF DOCUMENT REQUIRED TO BE SUBMITTED	YES	NO	Remarks
1	Undertaking for complying Gas Cylinders Rules, 2004 and Explosives Act, 1884 (4 of 1884) on participating Agencies Letter head must submitted.			
2	Valid Drug/appropriate License copy for sale of Medical Gases issued by competent Authority must be submitted.			
3	copy of Declaration in case of manufacturer or Scanned & Attested copy of current contract/Authorization – between manufacturer and distributor /bidder as the case may be in the format given at “Annexure-X”.			
4	Signed copies of previous three clients Experience cum Performance Reports for whom the participating Bidder company previously supplied Medical Grade Oxygen, Nitrous Oxide, Carbon Di Oxide, N <sub>2</sub> O Gas in cylinders and Liquid Oxygen in Containers as per IP2010(Indian Pharmacopoeia) standards Installation executed by them for identical/similar stores for any Government Hospital /Govt. Institution of India/PSUs, with copies thereof, in the last three years.			
5	Signed Check list of Technical Bid required documents as per “Annexure-V(a)” must be submitted.			

Name & Signature  
Seal of the participating Bidder Company

[For office use only] Bid is Accepted/rejected

Signature -----  
with name & date

Signature -----  
with name & date

Signature -----  
with name & date

Signature -----  
with name & date



ANNEXURE-VI

FINANCIAL BID

Item No.	Name of the item (as per the Tender Schedule of Requirement Annexure-I)	Basic Cost per Unit (in Rs.) (Excluding GST) In figure (for LMO per KG cost)	Basic Cost per Unit (in Rs.) (Excluding GST) In words
1.	Liquid Medical Oxygen – 10 KL & 20KL vessel capacity		
2.	Oxygen in 'D' Type Bulk Cylinder of 46.7-liter water capacity		
3.	Oxygen in 'A' type cylinder of 5 Liter water capacity		
4.	Oxygen in 'B' type cylinder of 10.2 Liter water capacity		
5.	Nitrous Oxide in 'A' type cylinder of 5 Liter water capacity		
6.	Nitrous Oxide in 'B' type cylinder of 10.2 Liter water capacity		
7.	Nitrous Oxide in 'D' type Bulk Cylinder of 46.7-liter water capacity		
8.	Carbon Dioxide in D Type Cylinder of 46.7-liter water capacity		
9.	Carbon dioxide B Type cylinders of 10-liter water capacity		
10.	Pre-mixed gases (Carbon Monoxide 0.27%, Helium 17%, O2 20% and Nitrogen balance) –in cylinder of 10-liter water capacity		
11.	Pre-mixed gases (Carbon dioxide 4.8%, Oxygen 16%, and Nitrogen balance) – in cylinder of 3.1-liter water capacity		
12.	Carbon dioxide in 99.99% in cylinder of 3-liter water capacity.		
13.	Argon 99.99% in cylinder of 5-liter water capacity.		

उप निदेशक (प्रशासन)  
DEPUTY DIRECTOR (ADMINISTRATION)  
अखिल भारतीय आयुर्विज्ञान संस्थान, राजकोट - ३६०११०  
All India Institute of Medical Sciences, Rajkot - 360110



## Terms and conditions for submitting financial bid:

All participating Tenderers are requested to read this term carefully before their participation: -

1. **L1- Bidder will be decided based on the quoted price for first 9 items out of 13 items in schedule of requirement i.e. Annexure-I.** The bidder whose item wise rates are minimum for the maximum items (out of first 9 items) will be selected as L1. However, He shall be asked to match the L1 rates of items in which his quoted rates are higher than L1 rates quoted by other Vendors.
2. The Institute reserves the right to counter offer price(s) against price(s) quoted by any bidder. The bidder should ensure that the rates quoted by him are at par with the market rate for that item.
3. The AIIMS Rajkot does not bind himself to accept the lowest bid or any bid and reserves the right of accepting the whole or any part of the bid or portion of the job offered; and the bidder shall provide the same at the rates quoted. The AIIMS Rajkot reserves the right to reject any or all offers received in response to tender or cancel or withdraw the tender notice without assigning any reason, whatsoever. The rate contract is not awarded in piece meal and item wise to the firm(s) who have quoted the lowest rate(s) for item(s).
4. In case of more than one bids are L-1, the Executive Director reserves the right to decide L-1 on the bases of any method that will be in the favour of the institution, i.e., turn over, experience of supply, highest values of previous contracts or supply provided to institutes of national importance, having multi-manufacturing unit, Total production capacity of gases per day in tons, Total storage capacity of gases at different units., Total no. of Liquid Oxygen transport tank or any other method that will be in the favour of the institution.
5. Please note that it is the mandatory condition that all the participating Bidder companies may participate and quote their prices for each and every Medical Gases requested in Annexure-I
6. Rates for the respective Medical Gases inclusive of Cylinder Rental, Supply and Refilling, Transportation Charges, and any other expenses up to the delivery point at AIIMS Rajkot. should be quoted in the given format "**Annexure VI**" by the Bidder Agency. All quoted rates should be inclusive of everything **Except GST**. Quoted Price means that all such expenses have been taken in account by the Bidder and are inclusive in the Quoted Offered Price.
7. The rates should be quoted in Indian Rupees in figure as well as in words only.
8. **Tax should not be included in the quoted rates, instead percentage of applicable tax as per government rules should be mentioned.**

Name(s) & Signature of Authorized person of the Bidder Company with seal

Name of the Firm .....Date..... Place.....



**ANNEXURE-VII**

**RATES FOR SPARES / CONSUMABLES / OPTIONAL ACCESSORIES (If Any)**

**(Applicable only for Equipment)**

Tender item no.	Name of the item (as per the tender schedule of requirement annexure-i)	Name of the consumable / spare / optional accessories	Unit	Price (in rs.) Per piece or per unit/test (in figure)	Price (in rs.) Per piece or per unit/test (in words)

1. The Rates should be inclusive of everything viz. Freight Chargers, Packing Charges, Transportation, Octroi etc.
2. Tax should not be included in the quoted rates, instead percentage of applicable tax as per government rules should be mentioned.

Name(s) & Signature of the Bidder with rubber seal(s)

Name of the Firm

Date.....  
Place.....





## ANNEXURE VIII

### FINANCIAL BID DOCUMENT CHECK LIST

S. NO.	NAME OF DOCUMENT REQUIRED TO BE SUBMITTED	YES	NO	Remarks
1	Rates for the respective Medical Gases inclusive of charges for Supply and Refilling, Transportation Charges, Other expenses etc. should be quoted in the given format " <b>Annexure VI</b> " <b>(Tax should not be included)</b> <b>Quoted Price means that all such expenses have been taken in account by the Bidder and are inclusive in the Quoted Offered Price.</b>			
2	Rates for regularly required consumables / spares / optional accessories should be quoted in given format " <b>Annexure VII</b> " separately. (if applicable)			
3	The rates should be quoted in Indian Rupees in figure as well as in words only.			

Name(s) & Signature of the Bidder with rubber seal(s)

Name of the firm.....

Date..... Place.....

[For office use only] Bid is Accepted/rejected

Signature -----  
with name & date

Signature -----  
with name & date

Signature -----  
with name & date

Signature -----  
with name & date



## ANNEXURE – IX

### TERMS & CONDITIONS OF SUPPLY ORDER'S

1. The store should be supplied strictly in accordance with the supply order and with the approved specification/ samples.
2. The supply should be made between 9.00 am to 5.00 pm on any of the working day and 9.00 am to 1.00pm on Saturday. However, in exceptional circumstances supply could be demanded at any time and delivery should be arranged accordingly.
3. Supplier must ensure that every challan is to be submitted in the concerned store along with the supplies. The number and date of delivery challan must be indicated on the bill.
4. Triplicate bills duly, pre receipted on appropriate revenue stamp affixed be submitted in the name of the Medical Superintendent in respective stores.
5. The bill should be in printed form having printed bill number, GST/CST/TIN Number as well as D.L. No. (Whereas applicable)
6. **For supply of ordered Medical Gases the time will be 48 hours. However, in case of urgent demand or emergency, the demand should be fulfilled within 12 hours.**
7. The Executive Director, All India Institute of Medical Sciences, Rajkot reserves the right to extend the delivery period subject to imposition of a penalty of 0.50% per day for delayed supply subject to maximum of 7.50% of the value of the order (maximum 15 Days @0.50%). Further, if supplies are frequently delayed, the competent authority of AIIMS Rajkot reserves the rights to take appropriate measure which may also include forfeiting the PSG amount and even cancelation of contract. The competent authority of the institute may also cancel the supply at the cost & liability of the supplier.
8. All rejected stores shall be at the risk of the supplier and must be removed immediately.
9. Generally, Part supplies will not be accepted. On exceptional case the Part supply will be entertained with prior approval of competent authority and with proper reason. However, in case due to any reason part supply has been made the payment will be made only after the completion of complete supply.
10. In case it is a computer-generated bill, it must have the seal of the firm affixed on it.

Name:-

Signature of the Bidder:-

rubber seal(s)

Name of the firm

Date.....

Place.....



## ANNEXURE-X

### MANUFACTURER'S AUTHORISATION FORM

To,  
**The Executive Director**  
All India Institute of Medical Sciences (AIIMS) Rajkot, Gujarat

Dear Sir,

Ref. Your Tender Document No \_\_\_\_\_, dated \_\_\_\_\_  
We, \_\_\_\_\_ who are  
proven and reputable manufacturers of \_\_\_\_\_  
(name and description of Consumables/Goods/Stores offered in the tender) having factories at

\_\_\_\_\_, hereby  
authorize M/s \_\_\_\_\_ (name and address of the agent)  
to submit a tender, process the same further and enter into a contract with you against your  
requirement as contained in the above referred Tender Enquiry documents for the above Stores  
manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs.  
\_\_\_\_\_ (name and address of the  
above agent) is authorized to submit a tender, process the same further and enter into a contract with  
you against your requirement as contained in the above referred Tender Enquiry documents for the  
above Stores manufactured by us.

We also hereby confirm that we would be responsible for the satisfactory execution of contract  
placed on the authorized agent.

We also confirm that the price quoted by our agent shall not exceed than that which we would have  
quoted directly.

Yours faithfully,

[Signature with date, name and designation] for and  
on behalf of Messrs \_\_\_\_\_

[ Name & address of the manufacturers ]

#### Note:

1. This letter of authorization should be on the letter head of the manufacturing firm and should be signed by the competent authority.
2. Original letter's may be submitted and handed over as and when directed.



## ANNEXURE-XI

### CONTRACT AGREEMENT FORMAT

(Form for Entering into Contract with the Qualified Tenderer on Non Judicial Stamp Paper worth of Rs.100/-)

This agreement is made at **Rajkot** on the..... day of.....month of **Two Thousand twenty-four** between **The Executive Director, AIIMS Rajkot acting through.....** , **All India Institute of Medical Sciences(AIIMS) Rajkot, Rajkot- 360110** (hereinafter called '**Client**' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the **First Part**.

**AND**

**M/s.....**  
(hereinafter called the '**Agency**' which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the **Second Part**.

WHEREAS the '**Client**' is desirous to engage the '**Agency**' for Supply of approved

\_\_\_\_\_ in response to Purchaser's Tender  
ID No. \_\_\_\_\_ and  
subsequent Amendment/Corrigendum/NOA (if any issued) to AIIMS Rajkot as per  
the terms and conditions stated below:-

1. Brief particulars of the Equipment/Stores/Goods/Items, which rates are approved and accepted by the AIIMS Rajkot (First Party) and shall be supplied/ provided by the supplier Agency (Second Party) is as under:

(i) Brief particulars of the Equipment/Store/Goods/Items and services which shall be supplied/ provided by the supplier are as under:

Tender Item No.	Name and Brief description of Medical Gases Items and Cylinder Capacity	Unit	Approved Unit Price (Rs.)	Terms of delivery



Total value (in figure) \_\_\_\_\_ (In words)

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2. The Rate Quoted by Supplier Agency (Second Party) and accepted and approved by AIIMS Rajkot (First Party) for above said Equipment/Goods/Stores/Items shall remain valid for initial period for Two-year subject to extendable for the further period of 1 year on mutual agreement basis after completion of initial Two-year period. No claim of Second Party for increase of the above mentioned items rates during the currency of this Contract shall be entertained by First Party.
3. The Second Party is liable and ensure that the supplied Equipment/Goods/Stores/Articles are brand new and supply in good conditions to the respective stores by the bidder whether imported or indigenous items at their own cost & risk at AIIMS Rajkot. Second Party should arrange replacement of damaged, substandard items on free of cost to AIIMS Rajkot on immediate basis.
4. The Second Party and his Original Manufacturing Company (on behalf of whom the participating Agency has enclosed the Authorization Certificate for participation in this Tender) is liable for supply of regularly required consumables / spares parts / optional accessories for the period of 2 years from the Date of Acceptance of Goods by First Party to First Party.
5. The Second Party shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency/ies without prior written consent of the First Party (The Executive Director, AIIMS Rajkot). If it is found that the firm has given sub-contract to another Agency, the contract shall stand cancelled & the performance security deposit of Second Party shall be forfeit by First Party.
6. The First Party shall not be responsible for any financial loss or other damaged or injury to any item or person deployed/supplied by the Second Party in the course of their performing the duties to this office in connection with purchase order/supply order for supplying/installation/commissioning of ordered Equipment/Stores/Goods/Items at AIIMS Rajkot.
7. The Second Party will not request to First Party for increase in quoted price and change in quality of product during the validity of Contract period.
8. **Fall Clause:** If at any time during the execution and currency of this Contract, the Second Party or his Manufacture/Distributor/Dealer reduces the sale price or sells or offers to sell such stores, as are covered under the contract, to any person/organization including the purchaser or any department of Central Government or any department of AIIMS Rajkot Hospital/PSUs at a price lower than the price chargeable under the contract during the Current Financial Year, the Second Party shall forthwith notify First Party ( i.e. The Executive Director, AIIMS Rajkot), and the necessary difference amount about such reduction or sale or offer of sale to the purchaser (First Party) and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced and deposited to First Party by the Bidder or First Party will deduct the difference Amount from the pending bills/Performance Security Deposit to recover the loss to the Government.



9. **Delivery of the Supplies/Penalty for delayed Supply:** - The Second Party is liable for supply, installation, Testing and commissioning the ordered equipment at AIIMS Rajkot. User Department of AIIMS Rajkot within stipulated given period mentioned on Purchase/Supply Order issued by First Party to Second Party and for delayed supply a penalty of 0.50% of the value of order per day for delayed supply, subject to a maximum of 7.50% of the total value of the order shall be deducted from the pending Bills/Performance Security Deposit of Second Party by First Party. Maximum delay of only 15 days is admissible subject to applicable penalty deduction as per applicable T&C of this Contract. Further, if supplies are frequently delayed, the competent authority of AIIMS Rajkot reserves the rights to take appropriate measure which may also include forfeiting the PSG amount and even cancellation of contract. The competent authority of the institute may also cancel the supply at the cost & liability of the supplier.
10. **Inspection of Supplies:** - Inspection of Items supplied/Installed/Commissioned by Second Party will be done by the duly constituted committee nominated on behalf of First Party by The Executive Director, AIIMS Rajkot and or his authorized representatives in AIIMS Rajkot Hospital premises at designated place as per applicable Terms & Condition of this Contract.
11. **Payments:** - First Party will make Payments to Second Party only after the completion of the ordered supplies as per terms and conditions and specification against the respective Contract/Supply Order in the designated place of Hospital or Hospital stores duly approved on satisfactory inspection, acceptance in the concerned user department against the pre-receipted bills in triplicate along with delivery challans on each month wise.
12. **Disputes & Arbitration:** -All disputes or differences arising during the execution of the contract shall be resolved by the mutual discussion failing which the matter will be referred to an Arbitrator who will be appointed by the Executive Director, AIIMS Rajkot for Arbitration for settlement of disputes in accordance with Arbitration & Conciliation Act 1996 or its subsequent amendment, whose decision shall be binding on the contracting parties.
13. **Law Governing the Contract and Jurisdiction:** - The Contract Governed under Contract Act 1872 and instructions thereon from the government of India. The Court of Rajkot shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
14. **Performance Security Guarantee:** -  
The Second Party will be liable to deposit one time 5% amount of their L-1 Rank Items as per the Annual Medical Gas quantities determined on L-1 Unit Rate Basis and communicated by the AIIMS Rajkot during Award of work as Performance Security Deposit in favour of First party i.e. "Deputy Director(Admin), AIIMS Rajkot" by way of Demand Draft from any nationalized/Commercial Bank refundable after expiry of the tenders/or after the completion of Initial Two year + Further 1 year Period after satisfactory completion of 2 Years period, this Performance Security will suffice for entire concurrency of Contract (i.e. during the concurrency of this Contract, approved vendor need not to re-submit Performance Security again and again, since the nature of items in this Contract having consumable nature). No dues certificate from the Manifold/Authorities is required to be obtained by the Supplier Agency after the successful completion of Contract Period. Performance Security Deposit/EMD is liable to be forfeited if the bidder withdraws or impairs or derogates the bid in any respect. The security deposit can be forfeited by order of First party 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. **Failure to furnish Performance Security in time would entail forfeiture of Earnest money deposited by the Firm & the Cancellation of their Offer.**

**15. Exclusive right to First Party (The Executive Director, AIIMS Rajkot)**

The Executive Director, AIIMS Rajkot, India as the full and exclusive right to accept or reject, increase or decrease order quantity or cancel the supply at any time without assigning any reason during agreement period.

THIS AGREEMENT will take effect from \_\_\_\_\_ Day of \_\_\_\_\_ Two Thousand Twenty-four and shall be valid for Two Year.

IN WITNESS WHEREOF both the parties here to have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year mentioned above in Rajkot in the presence of the witness:

<p>For and on behalf of the <b>'Agency'</b></p> <p>Signature of the authorized Official</p> <p>Name of the Official</p> <p>Stamp / Seal of the <b>'Agency'</b></p> <p>SIGNED, SEALED AND DELIVERED</p> <p>By the Said</p> <p>_____ Name</p> <p>on behalf of the <b>'Agency'</b> in presence of</p> <p>Witness 1: _____</p> <p>Name : _____</p> <p>Address: _____</p> <p>Witness 2: _____</p> <p>Name : _____</p> <p>Address: _____</p>	<p>For and on behalf of the <b>"The Executive Director, AIIMS Rajkot"</b></p> <p>Signature of the authorized Officer Name</p> <p>of the Officer</p> <p>By the said</p> <p>_____ Name</p> <p>on behalf of the <b>"The Executive Director, AIIMS Rajkot"</b></p> <p>Witness 1: _____</p> <p>Name: _____</p> <p>Address: _____</p> <p>Witness 2: _____</p> <p>Name : _____</p> <p>Address: _____</p>
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## ANNEXURE XII

### AFFIDAVIT FOR NON-BLACK LISTING.

(Should be on 100 Rs Stamp Paper)

I \_\_\_\_\_ S/o \_\_\_\_\_ resident of \_\_\_\_\_  
\_\_\_\_\_ owner/partner/proprietor/principal/secretary of M/s \_\_\_\_\_ having registered  
office at \_\_\_\_\_ do hereby solemnly affirm and declare the following: -

That our firm/organization/company namely M/s \_\_\_\_\_ has never been black listed by any of  
our client or by any government department and our earnest money deposit (EMD) or Performance  
Security Guarantee (PSG) deposit has never been forfeit by any government  
department/company.

Deponent

Verification

\_\_\_\_\_ on the Date verified at \_\_\_\_\_ that the  
contents of the above affidavit are true and correct to the best of my knowledge and belief.

Deponent





**ANNEXURE XIII**

**CERTIFICATE OF PRICE JUSTIFICATION**

[To be given on letter head]

NIT No.:

I/We, M/s.

\_\_\_\_\_ certify  
y that the rates provided are our best rates and we have not given these materials to any  
Government Department/PSU/Institution for lesser than these rates in last Three year.

SIGNATURE AND STAMP OF THE  
BIDDER

